## CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION



321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA TUESDAY, FEBRUARY 16, 2021 – 7:00 PM

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

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

#### **AGENDA**

Invocation & Pledge of Allegiance to the Flag - Pastor Weeks, Russell Baptist Church

Roll Call

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

#### **AWARDS & RECOGNITION**

1. Recognition – CEB Spelling Bee Winner

#### **PUBLIC HEARINGS**

2. Second and Final Reading of Ordinance No. O-16-2020, amending Section 101-5 to add new definitions and revise definitions for lot widths and setbacks, establishing Section 101-160 concerning flag lot requirements, and amending Sections 113-131 and 113-132 to revise access requirements. *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.

- 3. City Council approval of payment of 2/4 of Law Enforcement Basic Recruitment Program for J. Mares. *Derek Asdot*
- 4. City Council approval of Change Order #1 in the amount of \$31,000.00 to Jax Utilities Management for Bid Award LC 2020-07, US 17 / SR 16 Force Main Modifications in the amount of \$412,915.00, increasing the total award to \$443,000.00. *Scott Schultz*
- 5. City Council approval of the FY 2021 Revenues and Expenditures Report and the Quarterly Investment Report for the period ending December 31, 2020. *Marlena Guthrie*

- 6. City Council approval of an increase in funding of \$4,870.24 due to inoperative valves resulting in a "wet tap", and approval of Contractors Pay Request #1 / Final Invoice in the amount of \$57,742.64 to Jax Utilities Management for water main installation on Washington Lane. Scott Schultz
- 7. City Council approval to surplus the Public Safety Vehicles / Equipment listed on Attachment "A" Scott Schultz
- 8. City Council approval the purchase of a pre-fabricated concrete restroom building for the Augusta Savage Friendship Park (Tot Lot) from Leesburg Concrete Company, Inc. piggybacking on Lake County, FL Contract Number 16-02129 in the amount of \$79,129. *Mike Null*
- 9. City Council approval of the Engineer's Recommendation of Award to Williams Industrial Services, LLC, in the amount of \$15,426,644.33, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. *Scott Schultz*
- 10. City Council approval to surplus diesel backup generator at the Harbor Road WWTF. *Scott Schultz*
- 11. City Council approval to issue a Purchase Order to Heart Utilities in the amount of \$215,000 to construct electric system improvements along Green Cove Ave and Roberts St. *Andy Yeager*
- 12. City Council approval to issue a Purchase Order to Heart Utilities in the amount of \$262,000 to construct electric system improvements along Houston St. *Andy Yeager*
- 13. Award of Bid LC 2021-01 for GIS Design Consultant to develop a comprehensive online mapping system pursuant to the City's contract with the Department of Economic Opportunity for the Community Planning Technical Assistance Grant *Michael Daniels*
- 14. City Council approval of Core I and III Executive/Administrative Assistant Training in Orlando, FL. *Derek Asdot*
- 15. City Council approval of a PO not to exceed the amount of \$133,376 to Play Power LT Farmington, Inc. for a handicap playground. *Steve Thomas*
- <u>16.</u> City Council authorization to purchase a bucket truck from Altec Industries, Inc. under the GSA bid in an amount not to exceed \$230,000. *Andy Yeager*

#### **COUNCIL BUSINESS**

- 17. City Council discussion and direction on the installation of security lights for electric customers. *Mike Null, Andy Yeager*
- 18. Award of Bid LC 2020-20 for an Urban Planning or Interdisciplinary Firm to complete the 2045 Comprehensive Plan Update. *Michael Daniels*
- 19. City Council approval for the City of Green Cove Springs to become a Monarch City USA. *Steve Kennedy*

- 20. City Council approval of the applications submitted for the Citizen's Advisory Committee. *Steve Kennedy*
- 21. City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.
- 22. City Council Reports and/or Correspondence.

Adjournment

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

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

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

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

#### **ADA NOTICE**

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

#### **PUBLIC PARTICIPATION:**

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

#### EXPARTE COMMUNICATIONS

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



## **STAFF REPORT**

## CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Council Meeting MEETING DATE: February 16, 2021

FROM: Kimberly Thomas, Executive Assistant to the City Manager

**SUBJECT:** Recognition – CEB Spelling Bee Winner

#### BACKGROUND

William Michael Spires, 5<sup>th</sup> grader at Charles E. Bennet Elem. Won first place in Spelling Bee, went on to the County level and competed against 8<sup>th</sup> grade students. He did not win first place but held his own!

#### **FISCAL IMPACT**

#### RECOMMENDATION

City Council recognize and present certificate



## Certificate of Achievement

THIS ACKNOWLEDGES THAT

# William Michael Spires

HAS BEEN RECOGNIZED FOR OUTSTANDING ACHIEVEMENT

2020 Spelling Bee Champion for Charles E. Bennett Elementary

B. VAN ROYAL, CITY MAYOR

FEBRUARY 16, 2021



## STAFF REPORT

#### CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council MEETING DATE: February 16, 2021

**FROM:** Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Second and Final Reading of Ordinance No. O-16-2020, amending Section 101-5 to add new

definitions and revise definitions for lot widths and setbacks, establishing Section 101-160 concerning flag lot requirements, and amending Sections 113-131 and 113-132 to revise

access requirements.

#### **BACKGROUND**

At the November 10<sup>th</sup> City Council meeting there was discussion regarding the development of residential lots that are commonly referred to as "flag lots". Flag lots are parcels of land that are generally situated behind a lot or lots and do not meet the required lot width requirements at the required front yard setback. Approving this type of development conflicts with the lot width requirements of the underlying zoning districts. Beyond the code requirements, Planning staff has concerns about approving this type of development pattern for many reasons, particularly because of the potential concerns regarding access management and impact on emergency services. On the other hand, there are equity concerns when existing "flag lots" are rendered unusable for development purposes. As a result, in an effort to balance property rights concerns with public safety, City Council has directed staff to make revisions to the City's Land Development Regulations to create flag lots as a lawful nonconforming use subject to specific restrictions in order to mitigate for potential public safety concerns. Staff has provided the following attachments for review purposes:

- Map of existing City Flag lots, 50% of the existing flag lot are developed.
- Proposed City Ordinance Revision provided in an underline and strike-thru version for your review.

Pursuant to the discussion at the Planning and Zoning Commission meeting on December 8<sup>th</sup>, staff has revised the ordinance to require the applicant to secure a special exception for the development of a flag lot, which was unanimously approved on a 4-0 vote on January 26, 2021.

City Council unanimously approved the ordinance for form and legality on February 2, 2021.

#### HOUSING ELEMENT

**GOAL 3**: The City of Green Cove Springs shall make provisions for adequate and affordable housing that meets the physical and social needs of all segments of the current and future population of the City.

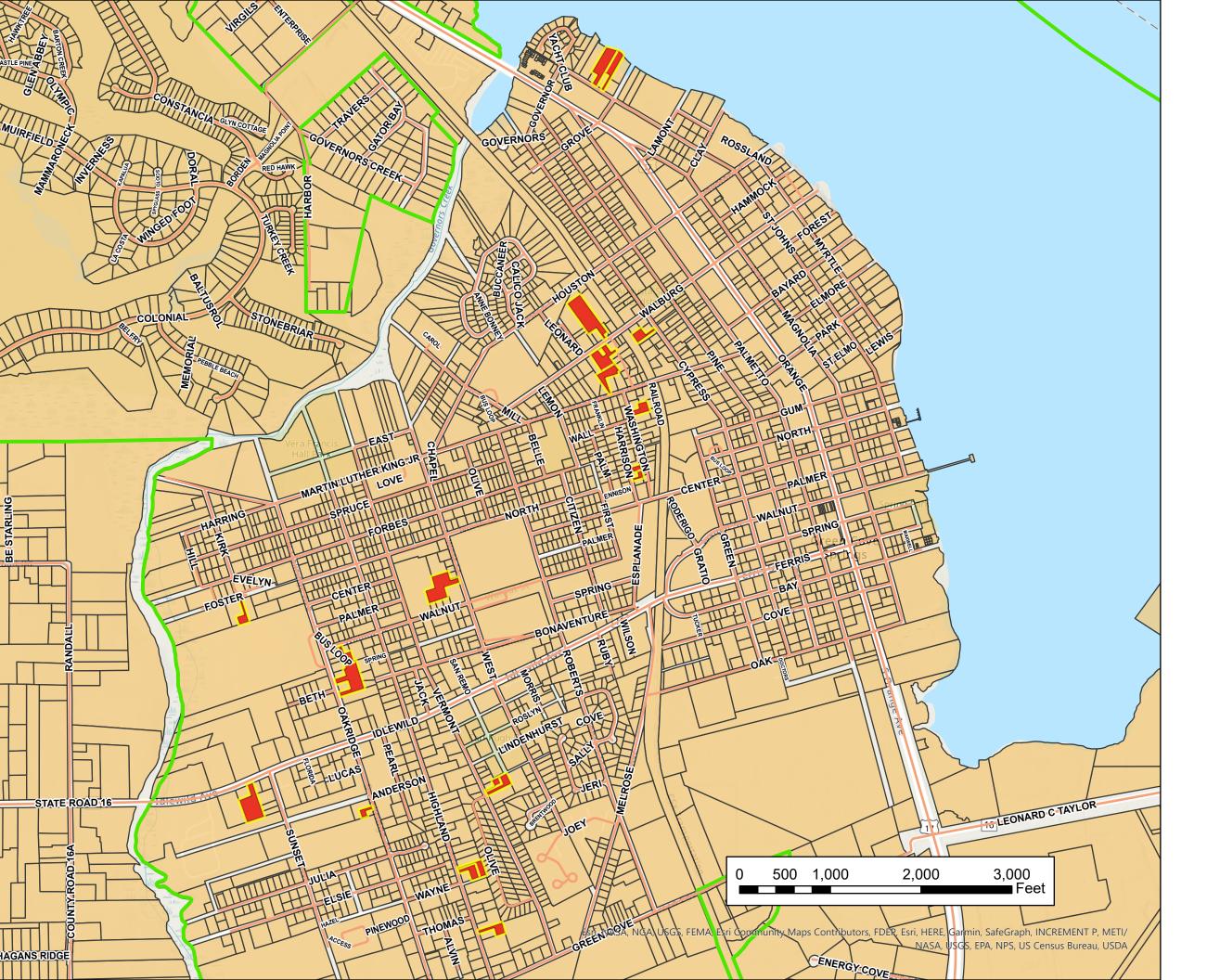
**Objective 3.1:** Adequate and Affordable Housing. The City shall continue to assist the private sector in providing dwelling units of various types, sizes, and costs to meet the housing needs of the current and future residents and residents with special housing needs

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

#### RECOMMENDATION

Staff recommends approval and adoption of Ordinance No. O-16-2020, amending City Code Chapter 101, Article I; establishing Chapter 101, Article II, Division 3, Section 101-160 Flag Lots; and amending Chapter 113, Article II, Division 4 as to form and legality.

**Motion:** Approval and adoption of Ordinance No. O-16-2020, amending City Code Chapter 101, Article I; establishing Chapter 101, Article II, Division 3, Section 101-160 Flag Lots; and amending Chapter 113, Article II, Division 4 as to form and legality.





## Flag Lots



Non-exhaustive visual representation of flag lots within the city.



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	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>RPO</u>	<u>C-1</u>	<u>C-2</u>	REC	CBD <sup>1</sup>		GCR <sup>2</sup> RMD	<u>GCN</u>	GCC	<u>INS</u>	<u>M-1</u>	<u>M-2</u>
LOT WIDTH															
(Minimum feet):															
Single-family															
dwelling unit,	<u>70</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>	<u>50</u>			<u>70</u>	<u>50</u>	<u>50</u>	<u>50</u>			
detached															
Single-family															
dwelling unit,		75 <sup>11</sup>	<u>75</u>	75 <sup>11</sup>	75 <sup>11</sup>	75 <sup>11</sup>				75 <sup>11</sup>	75 <sup>11</sup>	<u>100</u>			
<u>attached</u>															
Multi-family		100	100									<u>100</u>			
<u>dwelling unit</u>			100												
Mobile Home Park			100 <sup>10</sup>												
/ Subdivision			100												
Nonresidential				50	NMR	NMR		NMR			NMR	NMR	NMR	100	100
uses				30	INIVIIX	INIVIIX		INIVIIX			INIVIIX	INIVIIX	INIVIIX	100	100

#### ORDINANCE NO. O-16-2020

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CHAPTER 101, ARTICLE I, SEC. 101-5 TO ADD NEW DEFINITIONS FOR FLAG LOT; LOT LINE, FRONT; LOT LINE, SIDE; AND LOT LINE, REAR; AND REVISE DEFINITIONS FOR LOT WIDTH AND SETBACK; ESTABLISHING CHAPTER 101, ARTICLE II, DIVISION 3 SEC. 101-160 CONCERNING FLAG LOT REQUIREMENTS; AMENDING CHAPTER 113 ARTICLE II, DIVISION 4, SEC 113-131 AND 113-132 TO REVISE ACCESS REQUIREMENTS; AMENDING CHAPTER 117, ARTICLE II, DIVISION 2, SEC. 117-62, SPECIAL EXCEPTIONS, TO REQUIRE A SPECIAL EXCEPTION FOR THE DEVELOPMENT OF A FLAG LOT; AMENDING CHAPTER 117, ARTICLE II, DIVISION 3, SEC. 117-87, SPECIAL EXCEPTIONS, TO REQUIRE A SPECIAL EXCEPTION FOR THE DEVELOPMENT OF A FLAG LOT; AMENDING CHAPTER 117, ARTICLE II, DIVISION 4, SEC. 117-122, SPECIAL EXCEPTIONS, TO REQUIRE A SPECIAL EXCEPTION FOR THE DEVELOPMENT OF A FLAG LOT; AMENDING CHAPTER 117, ARTICLE IX, DIVISION 4, SEC. 117-541, SPECIAL EXCEPTIONS, TO REQUIRE A SPECIAL EXCEPTION FOR THE DEVELOPMENT OF A FLAG LOT; AMENDING CHAPTER 117, ARTICLE IX, DIVISION 5, SEC. 117-565, SPECIAL EXCEPTIONS, TO REQUIRE A SPECIAL EXCEPTION FOR THE DEVELOPMENT OF A FLAG LOT; PROVIDING FOR CONFLICTS, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

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

WHEREAS, it is necessary to amend the land development regulations from time to time to update the permitted uses and permitted special exceptions within the zoning districts to fit the character of development in the City;

WHEREAS, it may be necessary to create development standards for specific uses; and

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

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

**Section 1.** <u>Code Amended</u>. That Chapter 101 Article I Section 101-5 of the City Code is hereby amended to read as follows:

#### CHAPTER 101 Article I: - In General.

#### Sec. 101-5. - Definitions.

The following words, terms and phrases, when used in this subpart, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*A-weighted sound level* means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A).

Abandoned motor vehicle means a motor vehicle that is in a visible state of disrepair and incapable of being moved under its own power and which does not have a current vehicle registration certificate and license plate. This definition does not apply to a vehicle that is not visible from public or private streets.

Abandoned sign means a sign on which a business advertised on that sign is no longer licensed, no longer has a certificate of occupancy or is no longer an ongoing business at that location for a period of six months.

Abandoned sign face means the area of a sign on which graphics, letters, figures, symbols, trademark or written copy is placed advertising a business that is no longer licensed, no longer has a certificate of occupancy or is no longer an ongoing business at that location for a period of six months.

Abandonment means the intentional and willful termination, relinquishment or cessation of an existing use or occupation of property. Any termination, relinquishment or cessation for a six-month period shall be considered an intentional and willful abandonment.

Abut means to physically touch or border upon, or to share a common property line.

Abutting or adjacent property means property that is immediately contiguous to the property being considered under these land development regulations. Adjacent property may be contiguous, across a right-of-way, or close enough to be directly impacted by a use or proposed use on the property being considered under these land development regulations meaning the distance for adjacency varies with the degree of impact.

Access way means a paved area intended to provide ingress and egress of vehicular traffic from a public right-of-way to an off-street parking area or loading area.

Accessory sign means a permanent ground or building sign permitted under this subpart as incidental to an existing or proposed use of land, identifying or advertising a business, person, activity, goods, product, commodity, service or entertainment located on the premises where the sign is installed and maintained.

Accessory use or structure means any use or attached or detached structure clearly incidental, subordinate and related to the principal use or structure and located on the same lot with such principal use or structure not to exceed 50 percent of the principal use. Examples of accessory uses in a single-family residential zoning district include, but are not limited to, storage buildings and detached garages; provided, however, a recreational vehicle; motor vehicle; mobile home; trailer or semi-trailer; railroad car; bus, truck or automobile body, or other similar unit shall not be used as an accessory structure or converted into an accessory structure even when altered, stripped, or otherwise rebuilt.

Addition means an extension or increase in floor area or height of a building or structure.

Administrator means the planning and zoning director designated by the city manager for the administration and enforcement of land development regulations.

Adult arcade amusement center means a business that is located on the premises of a facility that is licensed by the state pursuant to F.S. ch. 550, and operates an adult arcade amusement machine that complies with F.S. § 849.161(1)(a)1 and is also defined in the county Ordinance Number 2012-02.

Adult arcade amusement machine means an electronic, mechanical, computer or other device which operates by the insertion of coin and may also operate by the use or insertion of other type of monetary consideration or requires the payment of monetary consideration, ticket, token, or card that activates the play of a game or multiple games which, by application of skill, may entitle the person operating the machine to receive points representing a unit of game play on the machine or coupons which may be exchanged for merchandise available for sale to the general public on the premises of the adult arcade amusement center or via catalogs or kiosks produced by an adult arcade amusement center, other than alcoholic beverages and cash, provided the value of the merchandise does not exceed the amount set forth in F.S. § 849.161(1)(a)1. The presence of a device as described herein that requires the payment of monetary consideration for its operation shall result in the presumption that such machine is an adult arcade amusement machine as defined herein.

Adult day care means any building, or part of a building, whether operated for profit or not, in which is provided through its ownership or management, for a part of a day, basic services to three or more persons who are 18 years of age or older, who are not related to the owner or operator, and who require such services. The adult day care center must maintain the required licensing from the state agency for health care administration and shall comply with the requirements of F.S. ch. 400, pt. V. The approval for this type of care shall be by special exception within each residential zoning category.

Adult living facility (ALF) means a type of residential care facility, as provided for in F.S. ch. 429, pt. I (F.S. § 429.01 et seq.).

Adversely affected person means any person who is suffering or will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including, but not limited to, interests related to health and safety; police and fire protection services; densities or intensities of development; transportation facilities; recreational facilities; educational facilities; health care facilities, equipment, or services; and environmental or natural resources. The alleged adverse effect may be shared in common with other members of the community at large, but it must exceed in degree the general interest in community good shared by all persons.

Adverse effect includes, but is not necessarily limited to, increases in flood elevations on adjacent properties attributed to physical changes in the characteristics of the official 100-year flood area due to development.

Advertising means sign copy intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

Agent means a representative of an owner who performs any services for the owner with respect to the real estate of the owner.

Alley or service drive means a roadway dedicated to public use that affords only a secondary means of access to abutting property and is not intended for general traffic circulation.

Alter or alteration of a stormwater management system means any change or modification in work done other than that necessary to maintain the system's original design and function.

Alteration means any change in size, shape, occupancy, character or use of a building or structure.

Antenna means an arrangement of wires or metal rods used in transmitting or receiving electromagnetic waves.

Applicant means the record owner, or his authorized representative, of a tract of land which is the subject of a request for a change in zoning classification, an exception, a variance or an appeal.

Aquifer or aquifer system means a geologic formation, group of formations, or part thereof that contains sufficient saturated permeable material to yield significant quantities of water to wells and springs.

Area of shallow flooding means a designated AO zone on the city's flood insurance rate map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard means the area designated within the V zones on the FEMA (Federal Emergency Management Agency) maps.

Arterial streets means streets (roads) which conduct large volumes of traffic over long distances and are functionally classified as such on the state department of transportation current highway functional classification and systems map for the city, as amended, and in the city's comprehensive plan.

Attic means the space between the top story and a pitched roof.

Auditorium means the room, hall, building or part of a building used for public gatherings.

Automobile service station means an establishment whose principal business is the dispensing at retail of alternative fuels, diesel fuel, electric and gasoline and oil and where grease, batteries, tires and automobile accessories may be supplied and dispensed at retail, principally for automobiles and not for trucks (or in connection with a private operation where the general public is excluded from the use of the facilities), and where, in addition, the following services may be rendered and sales made, and no other:

- Sales and servicing of spark plugs, batteries and distributors and distributor parts; (1)
- (2) Tire servicing and repair, but not recapping or regrooving;
- (3) Replacement of water hoses, fan belts, brake fluid, light bulbs, fuses, floor mats, seat covers, windshield wipers and wiper blades, grease retainers, wheel bearings, mirrors, and the like;
- (4) Radiator cleaning and flushing; provision of water, antifreeze and the like;
- (5) Washing and polishing and sale of automotive washing and polishing materials;
- Providing and repairing fuel pumps and lines; (6)
- (7) Minor servicing and repair of carburetors;
- (8) Emergency wiring repairs;
- (9) Adjusting and emergency repair of brakes;
- (10)Minor motor adjustments not involving removal of the head or crankcase;
- (11)Greasing and lubrication;
- Sales of cold drinks, package foods, tobacco and similar convenience goods for service station (12)customers, but only as accessory and incidental to the principal business operation;
- (13)Provision of road maps and other informational material to customers; provision of restroom facilities:
- (14)Uses permissible at a service station do not include major mechanical and body work, straightening of frames or body parts, steam cleaning, painting, welding, storage of automobiles not in operating condition, operation of a commercial parking lot or commercial garage as an accessory use, or other work involving undue noise, glare, fumes, smoke or other characteristics to an extent greater than normally found in service stations;

- (15) A service station is not a repair garage, a body shop, or a truck stop;
- (16) Rental of luggage or utility trailers, trucks, but not rental of automobiles. All such allowed servicing shall be done in an enclosed building; however, minor adjustments and replacements of minor parts, e.g., replacing a windshield wiper blade, shall be permitted while a vehicle is being serviced at a pump island;
- (17) Work bays of up to three spaces are allowed.

Automobile wrecking or storage yard means the dismantling or disassembling of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked motor vehicles, trailers or their parts.

Awning means an architectural projection that provides weather protection, identity or decoration and is wholly supported by the building to which it is attached and may also be retractable. An awning is comprised of a lightweight, rigid skeleton structure over which a rigid covering is attached.

Awning sign or canopy sign means any shelter, supported partially or entirely from the exterior wall of a building, which is used for advertising. Such sign may be constructed of canvas, plastic, metal, or other similar material.

*Balcony* means an exterior platform that projects from or into the facade of a building and is surrounded by a railing, handrail, or parapet.

Banner sign means any sign composed of lightweight material either enclosed or not enclosed in a rigid frame, secured or mounted so as to allow movement of the sign caused by movement of the atmosphere, possessing characters, letters, illustrations, or ornamentations applied to paper, flexible plastic, or fabric of any kind. National flags and flags of political subdivisions shall not be considered banners for the purpose of this Code.

Barbershop or beauty shop or salon means an establishment whose sole business is a combination of shaving or trimming the beards, cutting or dressing hair of the heads, or cosmetology services and manicuring the nails of its customers.

*Bar, cocktail lounge, saloon,* or *tavern* means any establishment devoted primarily to the retailing and on-premises drinking of malt, vinous, or other alcoholic beverages. All establishments requiring an SRX license shall conform to F.S. § 561.20(2)(a)(4) which requires that 51 percent of monthly receipts come from the sale of food and nonalcoholic beverages.

*Base flood elevation* means the elevation designated by FEMA (Federal Emergency Management Agency) as the level above the 100-year flood zone (see definition for Area of special flood hazard).

Basement means that portion of a building between floor and ceiling, which is partly below and partly above grade, but so located that vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling; provided, however, that the distance from grade to ceiling shall be at least four feet, six inches.

Bed and breakfast means a limited occupancy visitor accommodation facility consisting of a residential building or group of residential buildings containing a total of not less than four and not greater than ten guest rooms and a manager's residence, where visitor occupancy is limited to a maximum of seven consecutive days, where such lodging and daily meals are provided for compensation, and said meals are served only to resident guests of the inn. Bed and breakfast inns are limited to the adaptive conversion and reuse of, or reproductions of, historically or architecturally unique residential structures, which are compatible with the surrounding neighborhood.

Bicycle and pedestrian ways means any road, path or way which is open to bicycle travel and traffic afoot and from which motor vehicles are excluded.

*Billboard* means a sign structure, including a building, for any sign advertising an establishment, merchandise, service or entertainment, which is sold, produced, manufactured and/or furnished at a place other than on the property on which such sign is located.

*Blight, blighting influence* or *blighting factor* means either that which endangers life or property by fire or other causes that which substantially impairs or arrests property values or the sound growth of the city and is a menace to the public health, safety, morals, or welfare in its present condition and use.

*Block* includes tier or group means a group of lots existing with well-defined and fixed boundaries, usually being an area surrounded by streets or other physical barriers and having an assigned number, letter, or other name through which it may be identified.

*Boardinghouse* means an establishment with lodging for four or more persons, where meals are regularly prepared and served for compensation and where food is placed upon the table family-style, without service or ordering of individual portions from a menu.

*Boat slips at marinas* means an accessory structure designed solely for the parking or storage of watercraft. Such slip can be no smaller than eight feet by 20 feet. Boat slips must be transient in nature and cannot have electrical or water hookups.

*Body shop* means any enclosed structure used for the alteration, repairs, restoration and refinishing of the body parts or appurtenances of a motor vehicle body.

*Borrow pit* means an excavation from which natural materials are removed for use elsewhere, leaving a hole (pit).

*Boutique* means any retail establishment selling clothing, specialty food goods, gifts, coffees and antiques, located in a freestanding building not more than two stories in height and not containing more than 2,000 square feet on either floor.

*Breakaway wall* means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or to the supporting foundation system.

*Break point* means the location on a communication tower of a designed feature which, in the event of a tower failure, would result in the tower falling entirely within the boundaries of the property on which it is located.

Buildable area means the portion of developable land within a lot remaining after required yards, parking and landscaping areas have been provided. Buildings may be placed in any part of the buildable area, but limitations on percent of the lot which may be covered by buildings may require open space within the buildable area.

*Building arcade* means a covered walkway attached to a building and supported on the sides but not attached to the building by columns.

Building means any structure, either temporary or permanent, having a roof impervious to weather and used or built for the shelter or enclosure of persons, animals, chattels or property of any kind. This definition shall include tents, awnings, cabanas or vehicles such as manufactured or mobile homes situated on private property and serving, in any way, the function of a building, but does not include recreational vehicles such as campers, motor homes or pop-up trailers and screened enclosures not having a roof impervious to weather (recreational vehicles shall not be allowed for permanent habitable use).

*Building front yard setback line* means the rear edge of a required front yard as specified within these land development regulations.

*Building height* means the vertical distance from grade to the highest finished roof surface. The height of a building in stories does not include basements and cellars, except as specifically provided otherwise, and does not exceed 35 feet.

*Building line* means a line across a parcel of land that is the distance a structure must be set back from a lot boundary line, street center line or right-of-way, as defined in chapter 117, for the zoning district in which the parcel is located.

Building permit means, for purposes of this subpart, a development permit is that official city document which authorizes the commencement of construction or land alteration without need for further application or approval. Development permits include all types of construction permits (plumbing, electrical, foundation, mechanical, and so forth, in addition to the building permit itself), grading and clearing permits, septic tank permits, tree removal permits, sign permits, etc.

*Building sign* means a sign displayed upon or attached to any part of the exterior of a building, including walls, windows, doors, parapets, marquees and roof slopes.

*Building story height* means the vertical distance from top to top of two successive finished floor surfaces.

*Business day* means every working day of the official workweek, as designated by the city council, and does not include public holidays and weekends.

*Cafe* means a small informal restaurant, generally consisting of a seating capacity of 30 or less where food items, drinks and snacks are sold.

*Capital budget* means the portion of the city's annual budget which reflects capital improvements scheduled for a fiscal year.

Capital improvements means physical assets constructed or purchased to provide, improve or replace a public facility and which are large-scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multi-year financing. For purposes of these land development regulations, physical assets which have been identified as existing or projected needs in the individual comprehensive plan elements are considered capital improvements.

Canopy means a permanent roof-like shelter extending from part or all of a building face and constructed in conformity with the standard building code, as adopted by the city council and as amended from time to time.

Car wash means a facility where vehicles are cleaned, washed, waxed, vacuumed, or otherwise detailed. This includes, but is not limited to, a coin-operated, self-service, full-service, or an automatic car wash. A car wash can be freestanding or part of a service station. Car washes are restricted to use by vehicles of size and weight no greater than 22 feet long by 12 feet high and 8,000 pounds (gross weight), respectively.

Carport means an accessory structure or portion of a principal structure, consisting of a roof and supporting members such as columns or beams, unenclosed from the ground to the roof on at least one side, and designed or used for the storage of motor driven vehicles owned and used by occupants of the building to which it is accessory.

Certificate of completion means a written document required prior to occupancy, issued for a use upon a developer's compliance with the provisions of this Code and any applicable development agreement.

Certificate of compliance means a statement signed by an administrative officer, setting forth that a building, structure, or use complies with the zoning ordinance and building codes and that the same may be used for the purposes stated on the permit.

Certificate of occupancy means a document issued by the proper authority allowing occupancy or use of a building and certifying that the structure or use has been constructed or will be used in compliance with all applicable municipal codes and ordinances.

Change of occupancy means discontinuance of an existing use and the substitution of a different kind or class of use.

Child care center means a facility holding a license with the state, as per F.S. § 402.302, as amended, for the care, protection, and supervision of a child, for a period of less than 24 hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his individual needs, and for which a payment, fee, or grant is made for care.

Church means all houses of worship.

City engineer means the individual designated as such by the city council or city manager.

Clinic/office/lab, medical or dental, means an establishment where patients, who are not lodged overnight, are admitted for examination and treatment by one person or a group of persons practicing any form of the healing arts, whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is regulated by the state.

*Club*, *night*, means a restaurant, dining room, or other facility serving alcoholic beverages wherein paid floor shows or other forms of paid entertainment are provided for customers as a part of the commercial enterprise.

Club, private, means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used for club purposes, which is operated solely for a social, educational, recreational, patriotic, benevolent, athletic or fraternal purpose, but not for pecuniary gain, and if food and alcoholic beverages are sold, such sale is incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 USC 501. The term "private club" also includes the term "lodge."

Club, tennis, means any associated, chartered or incorporated club owning or leasing and maintaining any bona fide tennis club or four-wall indoor racquetball club consisting of not less than ten regulation size four-wall indoor racquetball courts, or ten of any combination of such courts, with clubhouse facilities, pro shop, locker rooms and attendant facilities, all located on a contiguous tract of land owned or leased by such club.

*Collector street, major,* means a major collector street carries medium volumes of traffic collected primarily from minor collector streets and delivering the traffic to arterial streets.

*Collector street, minor,* means a minor collector street carries relatively light volumes of traffic primarily from minor streets to major collector streets.

Combined use building means a use which contains a mixture of one or more residential units and commercial business uses within the same building.

*Commercial vehicle* means any motor vehicle licensed by the state as a commercial vehicle or any vehicle designed for a commercial or industrial function.

Communication antenna means an antenna designed to transmit or receive communications as authorized by the Federal Communications Commission. The term "communication antenna" shall not include CB, marine band, or class C commercial antennas less than 20 feet in height or direct broadcast antennas less than 12 feet and less than 39 inches in diameter.

Communication tower means a tower greater than 35 feet in height (including antenna) which supports communication (transmission or receiving) equipment. The term "communication tower" shall not include amateur radio operators' equipment, as licensed by the Federal Communications Commission (FCC). No tower shall exceed 200 feet in height (including antenna) when freestanding, or 20 feet over the building height, when placed on top of buildings.

Community residential home means a dwelling unit licensed to serve clients of the state department of health and rehabilitative services, and which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.

Community theaters means a profit or nonprofit organization to produce live onstage performances for the cultural benefit of the city.

Completely enclosed building means a building separated on all sides from adjacent open space, or from other buildings or other structures, by a permanent roof and by solid exterior walls or solid party walls which are pierced only by windows and normal entrance or exit doors.

Comprehensive plan means the local government comprehensive plan, which was adopted by codes consistent with F.S. § 163.3161, as amended, and serves as the legal guideline for the future development of the local government.

Concurrency means a condition in which specified facilities and services have or will have the necessary capacity to meet the adopted level of service standard at the time of impact of the development project.

Condominium means a type of ownership in which buildings are divided into separate, individual units, such as apartments or office suites, which may be sold and owned separately, while common areas and some outdoor areas may be owned in common.

Cone of influence means an area around one or more major water wells, the boundary of which is determined by the city based on groundwater travel or drawdown depth.

Construction, actual or start, means and includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Contiguous means a sharing of a common border at more than a single point of intersection.

Convenience store means a retail, self-service store, usually open extended hours, that typically sells limited lines of food items, household goods, and snacks oriented to daily convenience, including fueling stations.

County health department means the health department of the county.

Court means an area open to the sky or having a glass roof and mostly or entirely surrounded by buildings, walls or other improvement of a similar nature.

Crown means the main mass of branching of a plant above the ground.

Cul-de-sac means a local street of relatively short length with one end open and the other end terminating in a vehicular turnaround.

Curb break means a driveway or other opening for vehicles entering a public street.

Curb level means the elevation of the street curb established by the city.

Decay-resistant woods means those woods that are known to be resistant to moisture and insect damage because of their natural properties, such as cypress, redwood and preservative-treated lumber.

Decibel (dB) means a unit describing the amplitude of sound, equal to 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micronewtons per square meter.

Deck means a paved or wooden horizontal platform without a roof or covering of any description, and attached or unattached to a building.

Density or gross density means the total number of dwelling units divided by the total site area, exclusive of dedicated public rights-of-way, holding ponds, canals, drainage ditches, lakes and rivers except in previously platted subdivisions. Alleys are included in density calculations.

Department means the building, code enforcement, planning, and zoning department.

Detention means the collection and storage of surface water for subsequent gradual discharge.

Developable land means all of a parcel of land except:

- Lands lying within proposed public rights-of-way;
- Marshlands, swamps, floodplains or other environmentally sensitive lands where local, state or federal regulations otherwise prohibit development;
- Bodies of water such as ponds, lakes and reservoirs, either natural or manmade; and (3)
- Alleyways, easements, streets, public rights-of-way and trails.

Developed area means that portion of a plot or parcel upon which a building, structure, paved ground surface area, gravel landscaping or other improvements have been placed.

Developer means any person, including a governmental agency, undertaking development as defined in F.S. ch. 163, part II and F.S. § 380.031, as amended, who engages in or proposes to engage in a development activity either as the owner or as the agent of an owner of property.

Development or development activity means any of the following activities:

- Construction, clearing, filling, excavating, grading, paving, dredging, mining, drilling or (1) otherwise significantly disturbing the soil of a site.
- (2) Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or water management system, and including the long-term storage of materials.
- Subdividing land into two or more parcels. (3)
- A tree removal for which authorization is required under this subpart. (4)
- (5) Erection of a permanent sign unless expressly exempted by chapter 125.
- (6) Alteration of a historic property for which authorization is required under this subpart.
- (7) Changing the use of a site so that the need for parking is increased.
- (8) Construction, elimination or alteration of a driveway onto a public street.

Developer's agreement means a legislatively approved agreement or contract between the city and a developer that clearly establishes the developer's responsibility regarding project phasing, the provision of public and private facilities, and improvements and any other mutually agreed to conditions, requirements and terms that are in the best interests of the city and will promote the public interest and welfare of the city.

Development order means an order granting, denying, or granting with conditions an application for a development permit and includes any building permit, subdivision approval, rezoning, certification or designation, special exception, variance, special or temporary permit, or other official action of the appropriate city approval body or land development regulation administrator having the effect of permitting the development of land.

Diameter at breast height (DBH) means the average diameter of tree measured 4½ feet above ground level.

*District* means a section or sections of the city for which the zoning regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

*Dock* means a structure built on pilings over the water which is designed or used to provide anchorage for and access to one or more boats at anchorage. Necessary services such as water and other utilities are considered a part of a dock.

*Drainage basin* means the area defined by topographic boundaries which contributes stormwater to a drainage system, estuarine waters, or oceanic waters, including all areas artificially added to the basin.

*Drainage detention structure* means a structure which collects and temporarily stores stormwater for its gradual release. The stormwater may receive prior purpose treatment through physical, chemical, or biological processes with subsequent gradual release of the stormwater.

*Drainage facilities* means a system of manmade structures designed to collect, convey, hold, divert or discharge stormwater and includes stormwater sewers, canals, detention structures, and retention structures.

*Drainage retention structure* means a structure designed to collect and prevent the release of a given volume of stormwater by complete onsite storage.

Drive-in restaurant or refreshment stand means any place or premises where provision is made on the premises for the selling, dispensing or serving of food, refreshments or beverages to persons in automobiles and/or in other than a completely enclosed building on the premises, including those establishments where customers may serve themselves and may eat or drink the food, refreshments, or beverages in automobiles on the premises. A restaurant that provides drive-in facilities of any kind in connection with regular restaurant activities shall be deemed a drive-in restaurant. A barbecue stand or pit having the characteristics noted in this definition shall be deemed a drive-in restaurant. A drive-in restaurant, as defined herein, is not a restaurant.

*Driveways* means access ways that connect streets to drives or parking areas on individual parcels.

*Drugs* or *drug sales* means those substances that can affect a human's or animal's biological or neurological state and are sold by a pharmacy with a physician's prescription. This definition shall include medical marijuana being lawfully sold by an approved Medical Marijuana Treatment Center Dispensing Facility (MMTC).

Dwelling means a building or portion thereof designed or used exclusively for residential occupancy but not including campers, hotels, motels, motor homes (also referred to as trailer coaches), motor lodges, boardinghouses and lodginghouses, tents, tourist courts, tourist homes, dormitories, fraternity or sorority houses, hospitals, nursing homes or portable building.

Dwelling, mobile home, means a structure including the plumbing, heating, air conditioning, and electrical components contained therein, built on an integral chassis, transportable in one or more sections which structure is eight feet (2.4 meters) or more in width and over 40 feet in length, or which, when erected onsite, is 320 or more square feet designed to be used as a dwelling unit with or without a permanent foundation when connected the required utilities. If fabricated after June 15, 1976, each section should bear a HUD label certifying that it is built in compliance with the Federal Manufactured Home Construction and Safety Standards, 42 USC 5401 and 24 CFR 3282 and 3283. This use does not include manufactured buildings meeting the criteria contained in the definition of the term "single-family dwelling." This use includes manufactured single-family units certified by the state department of community affairs to be in compliance with the Florida Manufactured Building Act of 1979, F.S. ch. 553, pt. IV. This definition does not include recreational vehicle, manufactured home or modular home.

Dwelling, multiple-family, for the purposes of these LDRs, means a dwelling containing two or more individual dwelling units for families living independently of each other, within individual dwelling units, with separate cooking and toilet facilities within the units, often stacked one above the other in a vertical configuration, sharing common vertical walls and/or horizontal floors and ceilings. Each individual unit being two stories or more with independent entrances. The term "multiple-family dwelling" includes apartments, condominiums, group homes, row houses, townhomes and housing for the aged (which does not provide for routine nursing and/or medical care).

*Dwelling, single-family, attached,* means two dwelling units, each owned in fee and located on individual lots but joined along a single lot line, each of which is totally separated from the other by an un-pierced wall extending from ground to roof.

Dwelling, single-family, detached, means a residential building containing not more than one dwelling unit to be occupied by one family, not physically attached to any other principal structure. For regulatory purposes, the term "single-family detached dwelling" does not include mobile homes, recreational vehicles or other forms of temporary or portable housing. Manufactured buildings constructed for use as single-family dwelling units (manufactured home dwellings) are treated similarly to single-family detached dwellings.

Dwelling, townhouse, means a type of multifamily dwelling, in which five or more individual dwelling units are attached by one or more vertical party walls, with the habitable spaces of different dwelling units arranged on a side-by-side, rather than a stacked, configuration, and each individual unit being two stories or more. Each individual townhouse dwelling unit has its own front and rear access to the outside.

Dwelling unit (D.U.) means a single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation.

*Easement* means the right to use the land of another for a limited purpose, all other rights and title remaining in the owner.

Electronic equipment means any electronic or mechanical device intended and used for a single player at a time provided by or on behalf of an operator of an electronic game promotion that is used or adapted for use to conduct and/or reveal the results of a game promotion or sweepstakes or drawing by chance conducted in connection with the sale of a consumer product or service that displays results by simulating a game or games ordinarily played on a slot machine.

*Electronic game promotion center* means any place or premises where an electronic game promotion is conducted and is permitted.

*Electronic game promotion* means a sweepstakes or other game promotion which utilizes electronic equipment and a drawing by chance conducted in connection with the sale of a consumer product or service which utilizes electronic equipment.

*Elevation* means height in feet above mean sea level as established by the National Geodetic Vertical Datum (NGVD) of 1929 and or NAVD 88.

*Elevated building* means a non-cellar building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), shear walls, or breakaway walls.

*Emergency work* means any work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

EMF means electromagnetic field.

*Engineer* means a professional engineer registered to practice engineering by the state and who is in good standing with the state board of professional engineers.

Encroachment means a protrusion into a vehicular access way, pedestrian way, or landscaped area.

Environmentally sensitive lands means areas designated on the future land use map as conservation.

*Erected* means and includes built, constructed, reconstructed, moved upon, or any physical operation on the premises required for building; or excavations, fill, drainage, demolition of an existing structure, in conjunction with erection.

Essential services means public utility facilities either underground or overhead and related to the transmission or distribution systems of water, sanitary or storm sewerage, telephone, gas, electricity, solid waste disposal, cable or community television and public safety, including poles, wires, mains, hydrants, drains, pipes, conduits, police or fire call boxes, traffic signals and other similar equipment necessary for the furnishing of adequate service, but not including buildings, provided that:

- (1) This section shall be deemed to permit the location in a district of such major installations as electrical or gas generating plants, sewage treatment plants, water pumping or aeration facilities and other similar major installation, unless such facilities were constructed or construction was started prior to the adoption of this zoning ordinance; that:
- (2) This section shall not be deemed to permit the erection of structures for commercial activities such as sales of related merchandise or collection of bills in districts from which such activities would otherwise be prohibited. Construction of appropriate buildings with appropriate screening and/or landscaping shall be compatible with surrounding neighborhood.

Existing means the condition immediately before development or redevelopment commences.

*Exterior walls*. Exterior walls of a principal structure shall be constructed of finished materials such as stuccos, natural brick or stone, finished concrete, wood or other similar material on all sides.

Facility means a building, appurtenant structures, surrounding land area, the system or location used by a single business private entity or governmental unit or sub-unit to provide for the collection, treatment or disposal of solid waste, potable water, drainage and sewage.

Family means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, civil union, or legal adoption, or a group of persons not more than three in number who are not so interrelated, occupying the whole or part of a dwelling as a separate housekeeping unit with a single set of culinary facilities. An unrelated roomer, boarder, or tenant is not a member of a family.

*Fence* means any barrier, defined herein, as something which hinders and/or restricts that is naturally grown or constructed.

*Fenestration* means the placement of window openings in a building wall, one of the important elements in controlling the exterior appearance of a building.

Fill means any materials deposited for the purpose of raising the level of natural land surface.

Flammable liquids means liquids having a flash point below 200 degrees Fahrenheit, closed cup tester. Class 1 flammable liquids (e.g., gasoline) have a flash point of 25 to 69 plus degrees Fahrenheit.

Flashing sign means any illuminated sign on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. Illuminated signs which indicate the time and/or temperature shall not be considered flashing signs, provided that the total area of the sign so used shall not exceed ten square feet in size. For the purposes of this definition, any moving illuminated sign affected by intermittent lighting shall be deemed a flashing sign.

*Flat or wall sign* means any sign erected parallel to the face or the outside wall of any building that is supported throughout its length by the wall of the building.

Flood means the unusual and rapid accumulation or runoff of surface water of any source.

Flood elevation of record means the maximum flood elevation for which historical records exist.

Flood insurance rate map (FIRM) means an official map of a community issued by FEMA (the Federal Emergency Management Agency), on which the Federal Insurance Administration has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study means a study provided by FEMA (the Federal Emergency Management Agency) containing flood profiles as well as the flood boundary floodway map and the water surface elevation of the base flood, and is the official such report for the city.

Flood protection elevation means the elevation of the base flood plus two feet in the V zones as defined by FEMA (the Federal Emergency Management Agency).

*Flood zones* means areas where there is wetland vegetation, the areas of transition between wetland vegetation and upland areas, and those areas outlined in the federal insurance floodprone maps.

Floodplain means land which will be inundated by floods known to have occurred or reasonably characteristic of what can be expected to occur (during a 100-year flood event) from the overflow of inland or tidal waters and the accumulation of runoff of surface waters from rainfall or identified by FEMA (the Federal Emergency Management Agency) as an A zone on flood insurance rate maps or flood hazard boundary maps.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor area, except as may be otherwise specifically indicated in relation to particular districts and uses, shall be construed as the sum of the gross horizontal areas of the several floors of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings, excluding attic areas with a headroom of less than seven feet, unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to air conditioning, ventilating or heating or other building machinery and equipment, parking structures, and basement space where the ceiling is not more than an average of 48 inches above the general finished and graded level of the lot.

Floridan aquifer system means the thick carbonate sequence which includes all or part of the Paleocene to early Miocene Series and functions regionally as a water-yielding hydraulic unit. Where overlaid by either the intermediate aquifer system or the intermediate confining unit, the Floridan contains

water under confined conditions. Where overlaid directly by the surficial aquifer system, the Floridan may or may not contain water under confined conditions, depending on the extent of low permeability materials in the surficial aquifer system. Where the carbonate rocks crop out, the Floridan generally contains water under unconfined conditions near the top of the aquifer system, but, because of vertical variations in permeability, deeper zones may contain water under confined conditions. The Floridan aquifer is the deepest part of the active groundwater flow system. The top of the aquifer system generally coincides with the absence of significant thicknesses of clastics from the section and with the top of the vertically persistent permeable carbonate section. For the most part, the top of the aquifer system coincides with the top of the Suwannee Limestone, where present, or the top of the Ocala Group. Where these are missing, the Avon Park Limestone or permeable carbonate beds of the Hawthorn Formation form the top of the aquifer system. The base of the aquifer system coincides with the appearance of a regionally persistent sequence of anhydride beds that lie near the top of the Cedar Keys Limestone.

Food and grocery stores means stores primarily engaged in retailing a general line of food items, such as canned and frozen foods, fresh fruits and vegetables, and fresh and prepared meats, fish, and poultry. Included in this industry are delicatessen-type establishments primarily engaged in retailing a general line of food and which typically also offer other home care and personal care products and which are substantially larger and carry a broader range of merchandise than convenience stores.

Foster home means any establishment that provides care for children unrelated to the operator in adherence to current regulations established by the state department of children and families and which receives a payment, fee or grant for any of the children receiving care, wherever operated and whether or not operated for a profit.

Foundation systems means those structural members of a building consisting of piers, sills, girders, joists, concrete slabs or any other members designed and used to support a building upon, in or under the ground.

*Freestanding sign* means a sign supported by a sign structure secured in the ground and which is essentially structurally independent of any building, structure or vehicle, excluding a monument sign.

*Frontage*. The linear length of a property line of any one premises abutting a street or public right-of-way and parallel to and along each public right-of-way it borders.

*Frontage, street,* means all the property on one side of a street between two streets, which intersects such street (crossing or termination), measured along the line of the street, or if the street is dead ended, then all of the property abutting on one side between a street, which intersects such street and the dead end of the street.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water such as a docking facility necessary for the loading or unloading of cargo or passengers, boat building, boat repair, or fishery processing facilities. The term "functionally dependent facility" does not include long term storage, manufacture, sales or service facilities.

*Garage apartment* means a single dwelling unit located over a private detached garage and containing square footage no greater than that of the garage.

*Garage*, *parking*, means a building or portion thereof designed or used for temporary parking of motor vehicles.

*Garage*, *private*, means a structure designed or used for inside private parking of private passenger vehicles by the occupants of the main building. A private garage attached to or a part of the main structure is considered part of the main building. An unattached private garage is considered an accessory building.

Garage, public, means a building, or portion thereof, other than a private garage, designed or used for equipment servicing, repairing, hiring, selling or storing of motor-driven vehicles, but not including the storage of wrecked or junked vehicles.

Garage, repair means a building or portion thereof, other than a private residential garage, designed or used for repairing, equipping or servicing of motor vehicles.

Garage, storage, means a building or portion thereof designed and used exclusively for the storage of motor vehicles, and within which temporary parking may also be permitted.

Garbage means every refuse accumulation of animal, fruit or vegetable matter that attends the preparation, use in cooking and dealing in or storage of meats, fish, fowl, fruit or vegetables; any matter of any nature whatsoever which is subject to decay and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies, or other germcarrying insects; and any bottles, cans or other containers, utilized in normal household use which, due to their facility to retain water, may serve as breeding places for mosquitoes or other insects.

Grade, average, means the elevation determined by averaging the highest and lowest elevations of a parcel, building site or other defined area of land.

Grade, finish, means the ground elevation at any point after final grading immediately adjacent to a building or structure.

*Grading* means the filling, excavation or other movement of earth for any purpose.

Grandfathered means or describes the status accorded certain properties, use, and activities that are legally existing prior to the date of adoption of the zoning ordinance or provisions of the zoning ordinance that is allowed to remain, as long as it is continuously used and not expanded.

Gross floor area means the sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces, loading space for motor vehicles, or any space where the floor-to-ceiling height is less than six feet.

Gross vehicle weight rating (GVWR) means the value specified by the manufacturer as the recommended maximum loaded weight of a single motor vehicle. In cases where trailers and tractors are separable, the gross combination weight rating (GCWR), which is the value specified by the manufacturer as the recommended maximum loaded weight of the combination vehicle, shall be used.

Ground cover means low growing plants planted in such a manner as to form a continuous cover over the ground, such as Liriope, English Ivy, or like material.

Ground sign means a sign that is movable or permanently erected on a freestanding frame, mast, or pole and not attached to any building with a surface area of less than 100 square feet per side, exclusive of base, but including ornamentation.

Groundwater means water in saturated zones or stratum beneath the surface of land or water, whether or not it is relatively stationary or flowing through channels.

Group living facility means an establishment where lodging is provided:

- For four or more persons who are not a family or for three or more roomers or boarders;
- (2) For residents rather than transients;
- On a weekly or longer basis; and (3)
- (4) In which residents may share common sleeping or kitchen facilities.

The term "group living facility" includes dormitories, fraternities, sororities, rooming houses or boardinghouses, convents or monasteries, orphanages, and housing for other institutional groups. For purposes of these land development regulations, community residential homes and one-, two-, or multiple-family dwellings which constitute separate housekeeping establishments for individual families are not considered group living facilities.

*Group ownership (condominium)* means any type of property ownership where common land is held by some other person, association, or corporation other than the dwelling unit owner.

Guest house or guest cottage means a dwelling unit in a building separate from and in addition to the main residential building on a lot, intended for intermittent or temporary occupancy by a nonpaying guest; provided, however, that such quarters shall have separate utility meters.

*Guyed tower* means a communication tower that is supported, in whole or in part, by guy wires and ground anchors.

*Habitable room* means a space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

*Habitable story* means any story used or to be used for living purposes which includes working, sleeping, eating, cooking, recreation, or a combination thereof. A story used only for storage purposes and having only non-load-bearing walls (e.g., breakaway lattice-work, wall, or screen) is not a habitable story.

Handicap requirements means providing provisions for any person who has anatomical or physiological deficiency restricting or preventing movement without the aid of a mechanical device, wheelchair, walker, cane or canes, crutch, invalid tricycle or any similar device. Any person unable to climb stairs, any blind person and any other person with any physical handicap interfering with the person's ability to walk or travel on a surface other than a level surface.

*Hazardous waste* means solid waste, or a combination of solid wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

*Home for the aged* means a facility for the care of the aged with routine nursing or medical care provided known as a nursing home as defined by F.S. ch. 400.

Home improvement center means an establishment whose principal business is the retail sale of merchandise customary to the repair, maintenance and improvement of residential and business structures, including repairs, maintenance and improvements of the properties on which these structures are located. For the purpose of this zoning ordinance, a home improvement center shall not be deemed a business which sells merchandise in large quantities to builders and/or contractors. All materials shall be stored in a completely enclosed structure.

Home occupation means any occupation performed in a dwelling unit in which there is no stock kept or sold on the premises. No person is employed unless he is a member of the immediate family residing upon the premises. No mechanical equipment is used except as is necessary for purely domestic or household purposes. There is no sign other than an unlighted name plate not more than one foot square in area, or a display that will indicate from the exterior of the building that it is being used for any purpose other than a dwelling.

Hospital means a building or group of buildings having facilities for overnight care of one or more human patients, providing services to in-patients and medical care to the sick and injured, and which may include as related facilities: laboratories, out-patient services, sanitarium, sanatorium, preventorium,

clinic, rest home, nursing home, convalescent home and any other place for the diagnosis, treatment or other care of ailments, and shall be deemed to be limited to places for the diagnosis, treatment or other care of ailments training facilities, central service facilities, and staff facilities; provided, however, that any related facility shall be incidental and subordinate to principal hospital use and operation. Only those buildings licensed as a hospital under the laws of the state shall be included within this definition.

*Hospital, general medical and surgical only,* means a hospital other than for mental patients, contagious or infectious diseases, or liquor or drug addicts.

Hotel/motel/motor lodge means a structure or group of attached or detached buildings containing individual sleeping units, with automobile storage or parking spaces provided. It is kept, used, maintained, advertised as or held out to the public to be a place where sleeping accommodations are supplied for pay to guests or tenants. Sleeping accommodations and any dining room, restaurant or cafe is in the same building or in an accessory building.

Housing for the elderly means a facility defined as an adult congregate living facility or an adult day care center under F.S. ch. 400 in the nature of multiple-family housing, with no provision for routine nursing or medical care. Where this zoning ordinance permits housing for the elderly, such housing shall be used only for this purpose; if housing for the elderly is changed to multiple-family use, then the provisions of this subpart shall be met before such multiple-family use is permitted.

*Illuminated sign* means a sign which contains a source of light or which is designed or arranged to reflect light from an artificial source including indirect lighting, neon, incandescent lights, backlighting, and shall also include signs with reflectors that depend upon automobile headlights for an image.

*Impervious surface* means a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. The term "impervious surface" includes, but is not limited to, semi-impervious surfaces such as compacted clay, as well as most conventionally surfaced streets, driveways, roofs, sidewalks, parking lots and other similar surfaces.

*Improvement* means any manmade, immovable item which becomes part of, is placed upon, or is affixed to real estate.

*Infestation* means the presence within or around a dwelling of any insects, rodents or other pests.

Junk yard means a place, structure or lot where junk, waste, discarded, salvaged or similar materials such as old metals, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, etc., are brought, bought, sold, exchanged, baled, packed, disassembled, sorted or handled, including used lumber and building material yards, house wrecking yards, heavy equipment wrecking yards, and yards or places for the storage, sale or handling of salvaged house wrecking or structural steel materials. This definition shall not include automobile wrecking and automobile storage yards, or pawnshops and establishments for the sale, purchase or storage of secondhand cars, clothing, salvaged machinery, furniture, radios, stoves, refrigerators or similar household goods and appliances, all of which shall be usable, nor shall it apply to the processing of used, discarded or salvaged materials incident to manufacturing activity. However, establishments for the sale, purchase or storage of secondhand refrigerators, stoves, plumbing fixtures and similar merchandise shall be considered a junk yard for the sole purpose of requiring that such establishments display their merchandise behind a visual barrier as required for junk yards by this zoning ordinance.

*Kennel* means any place or premises where four or more household pets over four months of age are kept for pay or for sale. This definition shall not apply to veterinarians operating under license from the state who board household pets on the same premises in conjunction with their practice incidental to observation and treatment.

Landscape development means trees, shrubs, ground cover, vines, or grass installed in planting areas for the purpose of fulfilling the requirements of this subpart.

Landscape dividing strip means a landscape area containing ground cover, shrubs and trees, or other landscaping used to partition parking areas into individual bays.

*Laundry, self-service,* means a business that renders a retail service by renting to the individual customer equipment for the washing, drying, and otherwise processing laundry, with the equipment serviced by and its use and operation supervised by an attendant.

Linear park means linear open spaces that can follow canals, rivers, shorelines, power transmission line rights-of-way, streets and highways or even bicycle paths. Names frequently given to this concept include parkways, boulevards or greenbelts. Regardless of the form they take, linear parks are intended to make movement from one part for the city to another more pleasant. Because of linear form, they are particularly conducive to recreational activities such as hiking, bicycling, horseback riding or driving for pleasure.

Loading space, off-street, means an on-the-property space, logically and conveniently located for pickups or deliveries or for loading and unloading of vehicles scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Such space shall measure not less than 12 feet by 25 feet excluding surfaced area necessary for access and maneuvering.

Long-term rental means any residential rental that is rented for a period of six months or longer.

Lot means any discrete piece, parcel, plot, or tract of land shown on a recorded plat or any piece of land specifically described in a deed appearing in the public records occupied. For the purpose of this chapter, the term "lot" shall be taken to mean any number of contiguous lots or portions thereof, upon which one or more main structures for a single use are erected or are to be erected or which has the potential for occupancy by a building together with its accessory buildings, including the open space required under this chapter and includes the following:

- (1) Corner lot. Any lot situated at the junction of and abutting on two or more intersecting streets, roads, or highways, unless the angle of intersection is more than 135 degrees.
- (2) Double frontage. An interior lot having frontage on two parallel or approximately parallel streets, roads, or other thoroughfares streets, other than a corner lot.
- (3) Interior lot. A lot other than a corner lot having frontage on one street.

Lot coverage means the number determined by dividing that area of a lot which is occupied or covered by the total horizontal projected surface of all buildings, including covered porches, and accessory buildings, driveways, and paved, bricked, or wooden walkways, pool decks and patios, by the lot area.

Lot depth means the distance measured in the mean direction of the side lines of the lot from the midpoint of the front line to the midpoint of the opposite rear line of the lot.

Lot, Flag means a parcel of land that is situated generally behind a lot or lots fronting on the street; does not meet the required lot width requirements at the required front yard setback as per the Density Control Regulations as set forth for each specified zoning district in Chapter 117 of the City Land Development Code but does maintain a narrow street frontage along the width of the access strip.

Lot lines mean the lines bounding a lot, dividing one lot from another.

Lot line, front means that property line that abuts a public street. If a lot abuts on two or more streets, the front lot line shall be that property line abutting a street that has been so designated by the owner at the time of an application for a building permit, provided such lot is not thereby made nonconforming.

Lot line, side means any property line which is not a front lot line or a rear lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.

Lot line, rear means that property line that is most distant from and is, or is most nearly, parallel to the front lot line

Lot of record means a lot whose existence, location and dimensions have been legally recorded as part of a subdivision or registered in a deed or on a plat which has been legally recorded in the office of the clerk of the circuit court of the county prior to the effective date of this zoning ordinance. If a portion of a lot or parcel has been conveyed at the time of the adoption of the land development code, the remaining portion of said lot or parcel shall be considered a lot of record.

Lot width means the horizontal distance between the side lot lines of a lot at the depth of the required front yard setback where the lot abuts a street, or at the front lot line where no front yard setback is required.

Lowest floor means the lowest enclosed floor of a structure, including a basement, but not including the floor of an area enclosed only with insect screening or wood lattice as permitted by the flood damage prevention regulations in this subpart.

Maintenance means that action taken to restore or preserve the original design and function.

Major thoroughfare means a multi-lane divided roadway with more than one lane in each direction.

Manufactured housing means it is mass-produced in a factory and is designed and constructed for transportation to a site. It is installed onsite and available for use as a dwelling when connected to required utilities. It can be constructed either as an independent, individual building or as a module for combination with other elements to form a building on the site.

Marina means a waterfront facility providing one or more of the following:

- Docking and/or wet or dry storage of boats for a fee;
- Sales of marine supplies, parts and fuel; (2)
- Boat sales, rental and/or charter; (3)
- (4) Boat service and repair.

Marina accessory uses means uses normally ancillary and subordinate to a marina, including, but not limited to, live aboard facilities, if permitted, restaurants, gift shops, offices, self-service laundries, water taxi dockage and other commercial activities such as the ship's store, which shall be designed and situated within the marina facility to serve the boating community.

Marquee sign means a roof-like structure, often bearing a signboard, projecting over an entrance, as to a theater or hotel.

Massing means the overall bulk, size, physical volume, or magnitude of a structure or project.

Maximum lot/site coverage means the highest allowed percentage of a lot to be covered by structures.

Medical marijuana treatment center dispensing facility (MMTC) means a retail facility established by a licensed medical marijuana treatment center that sells or dispenses medical marijuana, products containing marijuana, or related supplies, but does not engage in any other activity related to the preparation, wholesale storage, distribution, transfer, cultivation, or processing of any form of marijuana, marijuana products, or related supplies.

Mini-warehouses means and includes personal property storage establishments in which storage space for personal property is provided and offered to the public for monetary compensation. Storage of goods shall be limited to personal property or business with no retail sales, repairs or manufacturing

service establishments, offices, and apartments (no commercial distribution, assembly of finished goods or warehousing allowed).

*Minor replat* means the subdivision of a single lot or parcel of land into two lots or parcels, or the subdivision of a parcel into two or more lots solely for the purpose of increasing the area of two or more adjacent lots or parcels of land, where there are no roadway, drainage or other required improvements, and where the resultant lots comply with the standards of this subpart.

*Mixed-use building* means a use which contains a mixture of one or more residential units and commercial businesses within the same building.

Mobile home park means a parcel of land set aside and rented by any person for the parking and accommodation of mobile homes which are to be occupied for sleeping or eating in exchange for a consideration or benefit to the owner of the mobile home park. This includes all land, buildings, structures or facilities used by occupants of mobile homes on such premises.

Modular home means any single-family residential dwelling unit constructed in a controlled factory environment in accordance with the provisions of the state minimum building, plumbing, electrical, fire, accessibility and energy codes, and which has building plans. A modular home can be shipped as a vehicle with wheels or may be delivered on a truck and may or may not be required to be constructed on an integral chassis. Modular homes are governed by F.S. §§ 553.35 through 553.41, regulated by the state department of community affairs and bear such an insignia over the electrical panel cover.

Modular office buildings/manufactured building means a closed structure, building assembly, or system of assemblies, which may include structural, electrical, plumbing, heating, ventilating, or other service systems manufactured in manufacturing facilities for installation or erection, with or without specified components, as a finished building or part of a finished building, which shall include, but not be limited to, residential, commercial, institutional, storage, or industrial structures. Manufactured building may also mean, at the option of the manufacturer, any building of open construction made or assembled in manufacturing facilities away from the building site for installation, or assembly and installation, on the building site.

*Monopole tower* means a communication tower consisting of a single pole, constructed without guy wires and ground anchors.

*Motor vehicle* means any vehicle which is propelled or drawn on land by a motor, such as, but not limited to, passenger cars, trucks, truck-trailers, semi-trailers, campers, go-carts, amphibious craft on land, dune buggies, or racing vehicles, but not including motorcycles.

*Natural systems* means systems which predominantly consist of or are used by those communities of plants, animals, bacteria and other flora and fauna which occur endogenously on the land, in the soil or in the water.

*New construction* means structures or substantial improvements for which the start of construction occurred on or after the effective date of the ordinance from which this subpart is derived, and any alteration, repair, reconstruction or improvements to a structure which is in compliance with these flood damage prevention regulations.

*Noise control officer (NCO)*. The chief of police, or person designated by the chief of police, shall be the noise control officer.

*Noise sensitive zone* means those zones that are created from time to time by resolution of the city council upon a finding that the subject area contains a land use which is sensitive to or subject to adverse reactions from noise.

*Nonconforming development* means development that does not conform to the land use regulations in chapter 117 and/or the development design and improvement standards in chapter 113.

Nonconforming sign means any sign or structure related thereto within the city which was lawfully erected and maintained prior to the effective date of the ordinance from which this subpart is derived which is prohibited by or fails to conform to all applicable regulations, requirements, and restrictions of this subpart; except that signs that are within ten percent of the height and size limitations of this Code, and that in all other respects conform to the requirements of this subpart, shall be deemed to be in conformity with this subpart.

Nonconforming use of building means use of a building or portion thereof, or land or portion thereof, which does not conform with the land use regulations of the district in which the building is located, the use of which was legally established and existed prior to the effective date of such use regulation.

*Nursing home* means a public or private home, institution, building, residence or other place, profit or nonprofit, which undertakes through its ownership or management to provide for a period exceeding 24 hours, maintenance, personal care, or nursing for three or more persons not related by blood or marriage to the operator, who by reason of illness or physical infirmity or advanced age are unable to care for themselves; provided that this definition includes homes offering services for less than three persons when the homes are held out to the public to be establishments which regularly provide nursing and custodial services. Only those homes, buildings or places licensed under F.S. ch. 400, pts. I, II and IV, as nursing homes, adult congregate living facilities, and adult day care centers, respectively, shall be included within this definition.

*Nuisance trees* means trees that are exempted from the tree protection requirements of this subpart as defined in chapter 113.

100 percent clear zone means the requirement that in the event of a tower failure, the entire height of the tower would fall completely within the boundaries of the property on which it is located.

Occupied means arranged, designed, built, altered, converted to, or intended to be used or occupied.

Office, business or professional, means an office for such operations as accounting services, auditing and bookkeeping services, employment service agencies (permanent job placement), insurance offices, manufacturer's representative, mortgage broker, real estate offices, stockbroker's office, telephone answering and referral service, travel agency, and the like; or an office for the use of persons generally classified as professionals such as architects, attorneys, clinics, chiropractors, dentists, doctors, engineers (including surveyors), interior designers, land planners, licensed masseurs, medical and dental laboratories, ophthalmologists, osteopaths, psychiatrists, psychologists and other mental health services, veterinarians (but not including treatment or boarding of animals on the premises), and the like.

*Open patio* means an outdoor area or structure that, for the purposes of this subpart, adjoins or is adjacent to a restaurant, saloon, tavern, bar, cafe, cocktail lounge, delicatessen, food service type establishment or the like.

*Open space* means areas defined as undeveloped lands suitable for passive recreation without structures or buildings either in its natural state or landscaped with vegetation and/or grasses.

*Operator* means any person who has charge, care or control of a building or part thereof, in which dwelling units or rooming units are let.

Outdoor advertising display means any letter, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminated service, which shall be so constructed, placed, attached, painted, erected, fastened or manufactured in any manner whatsoever, so that the display shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine or merchandise, whatsoever, which are displayed in any manner whatsoever out-of-doors.

*Outdoor entertainment* means the provision of onsite amplified or non-amplified music, song, and/or spoken word for the enjoyment of patrons associated with a permitted business use or activity. Outdoor entertainment may be permanent or restricted.

*Outdoor seating* means secondary seating solely to serve patrons with food/beverage, stored and/or prepared in the adjacent establishment.

*Outdoor storage* means the storage, keeping, maintaining or allowing the existence of merchandise, building materials, wood, junk, trash, debris or other similar items outside of a completely enclosed building.

Owner means a person who, or entity which, alone, jointly or severally with others, or in a representative capacity (including, without limitation, an authorized agent, attorney, executor, personal representative or trustee) has legal or equitable title to any property in question, or a tenant, if the tenancy is chargeable under his lease for the maintenance of the property.

*Package store/liquor store* means a place where alcoholic beverages with an alcoholic content in excess of 14 percent are dispensed or sold in containers for consumption off the premises.

*Parcel* means a unit of land within legally established property lines. If, however, the property lines are such as to defeat the purposes of this subpart or lead to absurd results, a parcel may be as designated for a particular site by the building official.

Parking area means a paved ground surface area used for the temporary parking and maneuvering of vehicles by employees or customers, either for compensation, or to provide an accessory service to a commercial, industrial, institutional or residential use.

*Parking bays* means a parking area subdivided into uninterrupted rows of parking spaces which are generally separated by only single or double painted lines.

*Parking lot* means an area or plot of land used exclusively for the storage or parking of motor vehicles, but no vehicles are equipped, repaired, rented or sold.

*Parking space* means a ground surface area used for the temporary storage of a single vehicle to serve a primary use. Groups of spaces and abutting access ways are called parking bays.

Parking space, off-street, means marked or unmarked parking located within a parcel and outside a private or public right-of-way supportive of needs of adjacent facility or facilities, adequate for parking a standard size motor vehicle with room for opening doors on both sides. Such space shall also be surfaced with erosion-resistant material in accordance with city specifications.

*Parking space, on-street,* means marked or unmarked parking located within a private or public right-of-way and outside of a parcel adequate for parking a standard size motor vehicle.

Patio home means a single-family attached/detached home; this style may be one- or two-story with windows facing protected enclosed spaces, the court or enclosed patio provides additional living space in complete privacy. Front and rear yard setbacks give the opportunity for additional fenced or walled private patio.

Paved ground surface area means any paved ground surface area (excepting public rights-of-way) constructed from concrete, asphalt, brick pavers, millings, or other surface material intended to withstand vehicular traffic without erosion and which does not include grass, dirt, wood chips, limerock and the like used for the purpose of driving, parking, storing or display of vehicles, boats, trailers and mobile homes, including new and used car lots and other open-lot uses. Parking structures, covered drive-in parking areas to the drip line of the covering or garages, shall not be considered as paved ground surface areas. Any off-street parking or loading space required under this subpart shall be considered as paved ground surface area for purposes of this subpart whether or not the off-street parking or loading space is paved.

*Pergola* means an arbor or a passageway of columns supporting a roof of trelliswork on which climbing plants are trained to grow. Pergolas are usually a separate structure from the main building.

Permanent means designed, constructed and intended for more than short-term use.

*Person* means any individual, association, partnership or corporation, and includes any officer, employee, department, agency, or instrumentality of the United States, the state, or any political subdivision thereof.

*Pet, household,* means any domestic live creature normally owned or kept as a pet, including cats, dogs, rabbits, reptiles, various small animals (such as hamsters and white mice) and birds, but excluding livestock and any breed of animals, such as, but not limited to, horses, cattle, swine, sheep, goats, chickens, geese, and ducks. Outdoor pens, cages, yards, etc., shall not exceed accommodations for more than a total of four.

*Planning and architectural review board* means the city planning advisory board as legally constituted for the city when so designated by the city council.

*Planning and zoning director* means the official designated by the city manager as the individual responsible for the administration of the city planning and zoning regulation matters.

Planned unit development means the development of land under unified control that is planned and developed as a whole in a single or programmed series of operations with uses and structures substantially related to the character of the entire development. A planned unit development must also include a program for the provision, maintenance and operation of all areas, improvements, facilities and necessary services for the common use of all occupants thereof.

*Planting area* means any area designed for landscape planting having a minimum of ten square feet of actual plantable area and a minimum inside dimension of 18 inches on any side.

*Porch*, *enclosed and open*, means an enclosed porch is a roofed space attached to the outside of the outer wall of the building, open on one or more sides, which has railings or screened enclosures. An open or unenclosed porch is a roofed space attached to an outer wall of a building open on one or more sides without railing, glass, canvas, screen or similar materials on the open sides.

*Portable sign* means any sign which is not permanently affixed to a building, structure or the ground, or which is attached to a vehicle or, whether on its own trailer, wheels, or otherwise, is designed or intended to be transported from one place to another. It is characteristic of a portable sign that the space provided for advertising messages may be changed at will by the replacement of lettering or symbols.

Portable storage unit means any container designed for the storage of personal property which is typically rented to owners or occupants of property for their temporary use and which is delivered and removed by truck or other means of conveyance.

*Post, pedestal or column sign,* means every sign mounted on a post, pedestal or column, with surface area of less than 140 square feet per side, exclusive of post, pedestal or column.

Poultry means any chickens, turkeys, ducks, geese, guineas or other fowl.

*Premises* means an improved area of land, a lot, plot or parcel of land with its appurtenances and buildings which, because of its unity of current use, may be regarded as the smallest conveyable unit of real estate, exclusive of easements where the premises is the dominant parcel.

*Primary front facade* means the facade of a building fronting onto a public or private street or pedestrian access way.

*Professional office and services* means a business that offers any type of personal service to the public in an approved zoning classification and building which requires as a condition precedent to the rendering of such service by obtaining of a license or other legal authorization. By way of example, and

without limiting the generality of this definition, professional services includes services rendered by certified public accountants, public accountants, engineers, chiropractors, dentists, osteopaths, chiropodists, architects, veterinarians, attorneys at law, physical therapists and life insurance agents.

Projection sign means any sign affixed to the wall of any building or structure and extending beyond the building wall, structure, building line or property line more than 12 inches, and a surface area of less than six square feet.

Protected tree means any tree that has a diameter at breast height of more than eight inches, and which is not otherwise exempted from this subpart. For the purpose of this subpart, all mangroves are hereby declared to be protected trees. In addition, all palms with at least 4½ feet of clear trunk between the ground level and the lowest branch are declared to be protected trees.

Public administrative and service facilities means any publicly-owned property and structures necessary to provide services to the surrounding area such as fire and police protection or other normal community service.

*Rate* means volume per unit of time.

Real estate sign means any temporary sign erected by the owner, or his exclusive agent, advertising that the real property upon which the sign is located, or any portion thereof, is for sale or for rent and not located within the public right-of-way.

Reconstruction means rehabilitation or replacement of a structure or structures which either have been removed or damaged, or altered to an extent of 70 percent or more of the assessed valuation of such structure or structures or 70 percent of the combined assessed valuation of such structure and land as shown on the most recent tax roll of the county.

Recreational vehicle means a vehicular portable structure built on a chassis with its own wheels, either self-propelled or towed by another vehicle designed to be used as a temporary dwelling for travel, vacation, camping or recreational purposes and including travel trailers, camping trailers, pickup campers, converted buses, motor homes, tent trailers, pop-up trailers, boats and boat trailers, and similar devices being more specifically described as:

- Camping trailer means a canvas, folding structure, mounted on wheels and designed for travel, recreation and vacation uses.
- Motorized home means a portable dwelling designed and constructed as an integral part of a (2) self-propelled vehicle.
- Pickup coach means a structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational and vacation uses.
- (4) Self-contained travel trailer means a travel trailer which may operate independently of connections to electricity, water and sewers for a period of from one to seven days. Such a travel trailer has its own battery and/or LP gas to operate lights, refrigerator, stove, and heater; a large water tank with pressure systems; and a holding tank with a toilet.
- (5) Travel trailer means a vehicular, portable structure built on a chassis, standing on wheels, whether self-propelled or requiring a separate vehicle for power designed to be used for temporary or recreational living or sleeping purposes for travel, recreational, and vacation uses, permanently identified as travel trailer by the manufacturer on the trailer and, when factory equipped for the road, having body width not exceeding eight feet, and provided its gross weight does not exceed 4,500 pounds, or its body length does not exceed 29 feet.

Remove means to relocate, cut down, damage, poison, or in any other manner destroy, or cause to be destroyed, a tree.

Resort condominium means any unit or group of units in a condominium, cooperative, or timeshare plan which is rented less than six months or rented more than three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented for periods of less than 30 days or one calendar month, whichever is less.

Resort dwelling means any single-family dwelling that is rented less than six months or rented more than three times in a calendar year for periods of less than 30 days or which is advertised or held out to the public as a place regularly rented to guests.

Restaurant means an establishment where food is generally ordered from a menu, prepared, and served for pay, primarily for consumption on the premises in a completely enclosed room, under the roof of the main structure, or with secondary seating typically in an adjacent patio or open patio area. All establishments requiring an SRX license shall conform to F.S. § 561.20(2)(a)(4) which requires 51 percent of monthly receipts come from the sale of food and nonalcoholic beverages.

*Roof line* means a horizontal line intersecting the highest point or points of a roof.

Roof sign means a sign erected over or on, and wholly or partially dependent upon, the roof of any building for support, or attached to the roof in any way.

Rubbish means combustible and noncombustible waste materials, except garbage including the residue from the burning of wood, coal, coke or other combustible material, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metal mineral matter, glassware, and scrap lumber or other building debris.

Runoff coefficient means ratio of the amount of rain which runs off a surface to that which falls on it; a factor from which runoff can be calculated.

School means an institution for the teaching of children or adults, including primary and secondary schools, colleges, professional schools, dance schools, business schools, trade schools, art schools, and similar facilities.

Screen enclosure means a structural network of metal or wood members with open mesh panels for both walls and roof.

Sediment means the mineral or organic particulate material that is in suspension or has settled in surface waters or groundwaters.

Self-support tower means a communication tower that is constructed without guy wires and ground anchors including lattice towers.

Service station, with major mechanical repairs, means a building or lot which, in addition to providing the sale of gasoline, diesel or other alternative fuels and normal accessories, provides in an enclosed structure major mechanical and body work, straightening of frames or body parts, steam cleaning, painting, minor welding and storage of automobiles not in operating condition.

Service station, without major mechanical repairs, means a building or lot that has as its primary purpose the sale of gasoline, diesel or other alternative fuels and normal accessories for passenger vehicles, and which may also provide not more than three work bays for minor repairs and maintenance to automobiles.

Setback means the required minimum distance between buildings and structures and the related front, side or rear lot line over which no part of any building or structure may extend, except as otherwise provided.

Shared parking means parking that is utilized by two or more uses taking into account the variable peak demand times of each use; the uses can be located on more than one parcel.

Shingle sign means a projection or wall sign with a surface area of less than six square feet, constructed of metal or other noncombustible material attached securely to a building.

*Ship's store* means a facility that may provide bait, tackle, nautical supplies, snacks, soft drinks, beer and a variety of sundry items.

Shopping center, mall, or urban center means a group of retail stores or service establishments planned and developed as a unit by one operator, owner, organization, or corporation for sale or for lease on the site upon which they are built.

Sign means any letter, number, symbol, figure, character, mark, plane, point, design, stroke, strike, line, illuminated surface, light, string of lights, graphic, picture, mural, or any random or ordered variation of colors or dimensional textures, which shall be so constructed, placed, attached, painted, erected, or fastened in any manner whatsoever so that the same shall be used or intended to either convey information or attract the attention of the public to any place, item or idea, and which is visible by a pedestrian at ground level on any street, or water's edge of the St. Johns River, Governors Creek, or any adjoining premises; provided, however, that nothing in this definition shall be construed to make unlawful:

- (1) One or more dimensional architectural components or dimensional architectural details constructed as an integral part of a building and not used or intended to convey any information or depict any item or idea; or
- (2) Any such dimensional architectural component or dimensional architectural detail being consistently colored a color that is different from the color of such building or the color of another such component or detail (for example: roof versus fascia, fascia versus soffit, soffit versus wall, wall versus trim, trim versus window, window versus door).

Signs consisting of a group of detached letters, or two or more panels on the same support presented as a single advertisement, shall be considered as one sign.

Sign face area means the area of any regular geometric shape which contains the entire surface area of a sign upon which alphabetic or pictorial symbols or representations may be placed.

*Site* means generally, any tract, lot or parcel of land or combination of tracts, lots, or parcels of land that are in one ownership, or in diverse ownership but contiguous, and which are to be developed as a single unit, subdivision, or project.

Site plan means a scaled plan of the property to be developed, showing the locations of all structures and buildings, required yards, required parking, surface drive areas, loading spaces, stacking spaces, planting areas (both buffer yards and interior), dumpsters, exterior mechanical equipment, storm drainage retention areas, and all trees three inches or larger DBH, by species and DBH (both to be removed and to be retained), and any other necessary details required for review. Site plan shall comply with the requirements of article II of this chapter; this includes compliance with the checklist of requirements for submittal and approval of a site plan.

*Sound level* means the A-weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B or C as specified in American National Standards Institute specification for sound level meters (ANSI S1.4-1971, Type 2 or the latest approved version thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, response dampening circuit, output meter, and A-weighting network used to measure sound pressure levels.

Sound pressure level means 20 times the logarithm to the base ten of the ratio of the RMS sound pressure to the reference of 20 micronewtons per square meter. RMS sound pressure means the square root of the time averaged square of the sound pressure.

Soundproofed means sound baffled sufficiently to render all noise within the structure inaudible from adjoining properties and public rights-of-way.

Special exception means a use that would not be appropriate generally or without restriction throughout the zoning division or district, but which, if controlled as to number, area, location, or relation to the neighborhood, would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in such zoning division or district as exceptions, subject to the provisions of this chapter and in accordance with the procedures as set forth in section 101-352.

Start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured homed on a foundation.

Stormwater means the flow of water which results from, and that occurs immediately following, a rainfall.

Stormwater management system means the system, or combination of systems, designed to treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater on, through and from a site.

Stormwater runoff means that portion of the stormwater that flows from the land surface of a site either naturally, in manmade ditches, or in a closed conduit system.

Story means that portion of a building included between the surface of any floor and the surface of the next floor above it, then the space between such floor and the ceiling next above it or roof next above.

Story, half, means a story under a gabled, hipped or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than three feet above the finished floor of the story.

Story height means the vertical distance from top to top of two successive finished floor surfaces.

Street means a public thoroughfare that affords principal means of access to abutting property.

Street line means the line between the street and abutting property. The term "street line" also is referred to as right-of-way line.

Structural alterations means any change, except for repair or replacement, in the supporting members of a building, such as bearing walls, columns, beams or girders, floor joists or roof joists.

Structure means anything which is built, constructed or erected, the use of which requires permanent location in or upon the ground, an edifice of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, or attachment to something having permanent location on the land. The term "structure" shall be construed as if followed by the words "or part thereof" and includes a building and any tents, lunch wagons, diners, camp cars or trailers on wheels or other supports, intended for business use or for use as living quarters.

Structural alterations means any change, except the repair or replacement, in the supporting members of a building, such as bearing walls, columns, beams or girders or the rearrangement of any interior partitions affecting more than five percent of the floor area of the building.

Subdivision means a division of a lot, tract or parcel of land or water into more than two lots, plats, sites or other subdivisions of land or water for the purpose, whether immediate or future, of sale, rent, lease, building development, anchorage, right-of-way dedication, or other use.

Substantial improvement means expansion of a building by more than 25 percent or more than 4,000 square feet, whichever is less (refers to section 101-158(d)(1)a).

Supplied means paid for, furnished or provided by or under control of the owner or operator.

Surface water means water above the surface of the ground whether or not flowing through definite channels. This includes any natural or artificial pond, lake, reservoir, or other area which ordinarily or intermittently contains water and which has a discernible shoreline; or any natural or artificial stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, street, roadway, swale or wash in which water flows in a definite direction, either continuously or intermittently, and which has a definite channel, bed or banks. All wetlands are classified as surface water.

Swimming pool means a structure of concrete, masonry or other approved material and finish, located either indoors or outdoors, used or designed to be used for bathing or swimming purposes, having a water holding capacity of more than two feet deep, and filled with a controlled water supply, together with buildings, appurtenances and equipment used in connection therewith.

*Temporary housing* means tents, plastic or tar paper lean-to and similar structures of a temporary nature not meeting any of the requirements of this subpart.

Tree protection zone means a circular zone around each protected tree. If the drip line is less than six feet from the trunk of the tree, the zone shall be that area within a radius of six feet around the tree. If the drip line is more than six feet from the trunk of the tree, but less than 20 feet, the zone shall be that area within a radius of the full drip line around the tree. If the drip line is 20 feet or more from the trunk of the tree, the zone shall be that area within a radius of 20 feet around the tree.

*Use* means the purpose for which land or water or a structure thereon or therein is designated, arranged or intended to be occupied or utilized or for which it is occupied or maintained.

*Use of land* means use of land, water, water surface, and land under water to the extent covered by zoning districts, and over which the city has jurisdiction.

Vacant land means any lot or parcel of land which is completely open, has no use associated with or upon it and is not utilized as the required yard area for any adjoining uses.

Variance means a modification or relaxation from the literal interpretation of the provisions or terms of the zoning ordinance where such variance will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As used in this subpart, a variance is authorized for height, area and size of structure, size of lot, yards and open spaces, establishment or expansion of a use within an approved zoning district. A variance shall not be granted because of the presence of nonconformities within a zoning district or uses in an adjoining zoning district.

*Vehicle* means a form of transportation, including motorized and non-motorized vehicles designed and required to be licensed for use upon a highway in the state.

*Vehicle use area* means an area used for circulation, parking, and/or display of motorized vehicles, except junk or automobile salvage yards.

*Vine* means any of a group of woody or herbaceous plants that may climb by twining, by means of aerial rootlets or by means of tendrils, or which may simply sprawl over the ground or other plants.

*Visual barrier* means any manmade or natural structure, including, but not limited to, a fence, wall, bush, tree or other item which prevents or restricts visual access, passage, interchange or freedom of movement.

Wall height means the vertical distance to the top, measured from the foundation wall or from a girder or other intermediate support of such wall.

Wetland is as defined in F.S. ch. 373.

Yard means a required open space other than a court on the same lot with a building, unoccupied and unobstructed from the ground upward, except by trees, or shrubbery, driveways, parking areas and related curbing or signage, or as otherwise allowed in this subpart; provided, however, that fences, walls, poles, posts, and other customary yard accessories, ornaments, and furniture may be allowed in any yard subject to height limitations and requirements limiting obstruction of visibility.

*Yard, front*, means an open unoccupied space across the full width of the lot extending from the front building line (front building line includes open porches) to the front line of the lot. On corner lots, the front yard is the lesser of the width/depth dimension.

*Yard, rear*, means an open unoccupied space extending across the full width of the lot and measured between the rear line of the lot and the rear building line of the main building.

Yard, side, means an open unoccupied space on the same lot with a building between the building line and the side line of the lot extending through from the front building to the rear yard or to the rear line of the lot where no rear yard is required. Width of a required side yard shall be measured in such a manner that the yard established is a strip of the minimum width required by district regulations with its inner edge parallel with the side lot line.

*Yard*, *waterfront*, means a lot where any of its boundary lines abut or are contiguous to any body of water, natural or artificial, not including a swimming pool. The waterfront yard shall be measured from the portion of said lot which borders the water, regardless of how any structure is situated on the lot.

Zero lot line means the location of a building on a lot in such a manner that one or more of the building's sides rest directly on a side lot line.

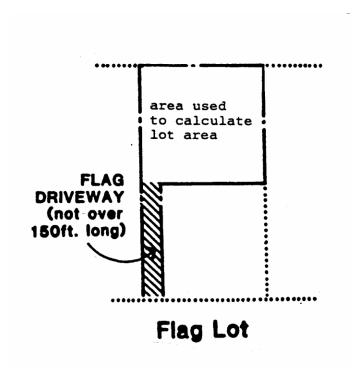
**Section 2.** Code Amended. That Chapter 101 Article II, Division 3. Section 101-160 of the City Code is hereby established to read as follows:

CHAPTER 101 Article II: - Administration. Division 3. – Hardship Relief.

Sec. 101-160. - Flag Lots.

- (a) In any district where residential dwellings are permitted, one residential single family detached dwelling unit may be erected on a flag lot, meeting the definition set forth in Section 101-5 of the City Code on any lot in existence prior to the date of this ordinance; under the following conditions:
  - (1) The owner of the lot on the effective date specified in Sec. 101-160 (a) above, and all successive property owners including the current property owner, did not own any adjoining property.
  - (2) The lot shall abut for at least 25 feet on a street with no potential alternative access points.
  - (3) Limitation on Number. A Flag lot shall only be permitted for one residential single family detached dwelling unit.

- (4) Compliance with all required density controls specified in the underlying Zoning District as set forth in Chapter 117 (except for lot width) of the City Code is required.
- (5) Calculation of Lot Area. The lot area occupied by the flag driveway shall not be counted as part of the required minimum lot area (see illustration below).
- (6) Driveway Length. No flag driveway shall be longer than 150 feet.
- (7) Addressing: All addresses for residential lots utilizing a flag lot design must be displayed at their closest point of access to a public street for emergency responders.
- (8) Plan Review: A utility plan and driveway plan shall be submitted for review and approval with the building permit application.
- (9) The underlying zoning district must allow a flag lot as a special exception.



(b) Lots not meeting the requirements set forth in Sec. 101-160 (a) shall meet the lot width requirements as set forth in the underlying Zoning District.

Section 3. Code Amended. That Chapter 113 Article II, Division 4. Section 113-131 and Section 113-132 of the City Code are hereby amended to read as follows:

### **CHAPTER 113**

**Article II: - Transportation Systems.** 

Division 4. - Vehicular Access.

**Sec. 113-131. - Access – Generally.** 

All proposed developments shall meet the development standards for vehicular access and circulation in this division and all other requirements as set forth in the City's Land Development Code.

### Section 113-132. - Number of access points.

- (a) All developments shall have access to a public right-of-way. Development shall meet the Density Control Requirements for the underlying Zoning District as set forth in Chapter 117, Land Use Regulations of the City Code.
- (b) Notwithstanding the provisions in subsection (a) of this section, a nonresidential development or a multifamily residential development on a corner lot may be allowed two points of access. However, no more than one access shall be onto an arterial.
- (c) Commercial and industrial lots shall have one access point for the first 100 feet of frontage or portion thereof and shall be entitled to one access point for every additional 100 feet of frontage.
- (d) The maximum width for an access point shall be 36 feet for commercial and 60 feet for industrial.

Section 4. Code Amended. That Chapter 117 Article II, Division 2. Section 117-62 of the City Code is hereby amended to read as follows:

#### **CHAPTER 117**

Article II: - Residential.

Division 2. – Residential Low Density Land Use, R-1 Zoning Category.

Sec. 117-62. – Special exceptions.

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

- (1) Home occupations.
- (2) Adult day care in compliance with requirements of the state, as per F.S. ch. 400, part V, as amended, and child care, in compliance with the requirements of the state, as per F.S. § 402.302, as amended.
- (3) Churches with their attendant education and recreational buildings and off-street parking areas.

Item #2.

- (4) Accessory buildings with heights in excess of 12 feet. The height of the accessory structure shall not exceed the height of the principal structure and must have architectural finishes compatible with the principal structure.
- (5) Single Family Residential Development on a flag lot as defined in section 101-5 and subject to the conditions set forth in Section 101-60.

**Section 5.** <u>Code Amended</u>. That Chapter 117 Article II, Division 3. Section 117-87 of the City Code is hereby amended to read as follows:

### **CHAPTER 117**

**Article II: - Residential.** 

Division 3. – Residential Medium Density Land Use, R-2 Zoning Category.

Sec. 117-87. – Special exceptions.

The following are special exceptions in the residential medium density land use, R-2 zoning category:

- (1) Special exceptions permitted in the residential low density category (R-1 zoning category).
- (2) Pre-schools.
- (3) Single-family attached dwellings, up to four units, subject to the approval of the site plan.
- (4) Single Family Residential Development on a flag lot as defined in section 101-5 and subject to the conditions set forth in Section 101-60.

**Section 6.** <u>Code Amended</u>. That Chapter 117 Article II, Division 3. Section 117-122 of the City Code is hereby amended to read as follows:

#### **CHAPTER 117**

**Article II: - Residential.** 

Division 4. – Residential High Density Land Use, R-3 Zoning Category.

Sec. 117-122. – Special exceptions

The following are special exceptions in the residential medium density land use, R-3 zoning category:

- (1) Special exceptions permitted in the residential medium density category, R-2 zoning;
- (2) Off-street parking lots;
- (3) Nursing homes and convalescence facilities;
- (4) Mobile home parks or subdivisions, provided:
  - a. Piers with adequate foundations shall be located a minimum of ten feet on center under the chassis of each unit:
  - b. Organic material shall be removed from under each unit;

- c. Appropriate skirting shall be used around all coaches;
- d. A minimum of three tie-downs shall be provided for each unit with adequate anchoring, however, all tie-downs shall be provided on the unit shall be anchored;
- e. Each street shall be paved surface of a minimum of 22 feet in width curb-to-curb;
- f. Engineering design of all construction shall be approved by the city public works director;
- g. Individual laundry facilities shall be located within the main unit or within an approved utility structure;
- h. All utilities shall be provided underground;
- i. For a mobile or modular home subdivision, the design standard set forth in the city's subdivision regulations shall apply;
- j. The park or subdivision complies with all state and federal laws.
- (5) Group care homes.
- (6) Multifamily dwelling units without garages.
- (7) Single Family Residential Development on a flag lot as defined in section 101-5 and subject to the conditions set forth in Section 101-60.

Section 7. Code Amended. That Chapter 117 Article IX, Division 4. Section 117-541 of the City Code is hereby amended to read as follows:

#### **CHAPTER 117**

Article IX: - Gateway Corridor.

### Division 4. – Gateway Corridor Neighborhood Zoning Category

Sec. 117-541. – Special exceptions.

Special exceptions are as follows:

- (1) Convenience retail stores with gas pumps;
- (2) Establishment of facilities for the retail sale of beer and wine off-premises;
- (3) Hospitals;
- (4) Restaurants with drive-through facilities;
- (5) Automotive service establishments:
  - a. Retail and service establishments for automotive service and repair and automobile parts
  - b. The permitted uses in section 117-540 (excluding automobile sales) are subject to the following limitations:
    - 1. Sale, repair (excluding automobile sales), service, and storage shall be conducted within a completely enclosed building.
    - 2. The building footprint used for the uses in this section shall not be larger than 2,500 square feet.

- 3. Lot size of no more than 21,000 square feet shall be used for the uses in this section.
- 4. Outdoor storage area is limited to 20 percent of the lot size, but no more than 40 percent of the building footprint of the principal structure.
- 5. Outdoor storage area must be located in a fenced area with a visual barrier of not less than 85 percent opacity.
- (6) Single Family Residential Development on a flag lot as defined in section 101-5 and subject to the conditions set forth in Section 101-60.

Section 8. Code Amended. That Chapter 117 Article IX, Division 4. Section 117-565 of the City Code is hereby amended to read as follows:

#### **CHAPTER 117**

**Article IX: - Gateway Corridor.** 

Division 5. – Gateway Corridor Commercial Zoning Category

Sec. 117-565. – Special exceptions.

The following uses are special exceptions in the gateway corridor commercial zoning category:

- (1) Establishments or facilities for automobile parts, sales and services without use of an outdoor intercom or public address system or speakers, and no vehicle display racks that tilt vehicles in any way to show underside, unless they are located inside a show room.
- (2) Establishments or facilities for the retail sale and service of all alcoholic beverages for onpremises consumption.
- (3) Single-family detached dwelling units meeting the density requirements of the gateway corridor neighborhood zoning category.
- (4) Multifamily dwelling units without garages.
- (5) Single Family Residential Development on a flag lot as defined in section 101-5 and subject to the conditions set forth in Section 101-60.
- Section 9. Conflicts. If any portion of this Ordinance is in conflict with any other ordinance, then the provisions of this Ordinance shall govern.
- Section 10. 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.
- Effective Date. Upon its adoption by the City Council, this ordinance shall become Section 11. effective.

# INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ON THIS $2^{nd}$ DAY OF, FEBRUARY 2020.

# CITY OF GREEN COVE SPRINGS, FLORIDA

	By:
	By: B. Van Royal, Mayor
ATTEST:	
Erin West, City Clerk	
PASSED ON SECOND AND FIT COVE SPRINGS, FLORIDA, THIS <u>16<sup>th</sup></u>	NAL READING BY THE CITY COUNCIL OF GREI DAY OF, <u>FEBRUARY</u> 2020.
CITY OF	GREEN COVE SPRINGS, FLORIDA
	By: B. Van Royal, Mayor
ATTEST:	_
Erin West, City Clerk	
APPROVED AS TO FORM:	
I I Arnold III City Attorney	



# STAFF REPORT

# CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session MEETING DATE: 02/16/2021

**FROM:** Derek Asdot, Chief of Police

**SUBJECT:** Council approval of payment of 2/4 of Law Enforcement Basic Recruitment Program for J.

Mares.

### **BACKGROUND**

Approval of Jerimiah Mares Basic Recruitment Class payment of block 2 of 4 in the amount of \$1,244.64. This is to be taken out of training account # 104-2021-5005410.

# FISCAL IMPACT

### RECOMMENDATION

Council approval of payment 2 of 4 for Jerimiah Mares.



INVOICE

5001 St. Johns Avenue Palatka, Florida 32177

Phone (386) 312-4117 Fax (386) 312-4167

DATE: January 27, 2021

INVOICE NUMBER: 2021-02

BILL TO:

Amanda Upton (aupton@gcspd.com) Assistant to the Chief City of Green Cove Springs Police Department 1001 Idlewild Avenue Green Cove Springs, FL 32043-0548 PAYMENT TERMS: Due on Receipt

DESCRIPTION	AMOUNT
Jeremiah Mares xxx-xx-1987	
2 of 4 Blocks-Law Enforcement Basic Recruit Program # 5005 class which began January 6, 2021	
CJK0013 Interactions in a diverse community	\$ 110.55
CJK0064 Fundamentals of Patrol	96.53
CJK0040 CMS Firearms	883.28
CJK0014 Interviewing and Report Writing	154.28
TOTAL	1,244.64

Make all checks payable to **St. Johns River State College** and remit payment to:

Business Office St. Johns River State College 5001 St. Johns Avenue Palatka, Florida 32177



# STAFF REPORT

# CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session MEETING DATE: February 16, 2021

FROM: Scott Schultz, Assistant Water Utilities Director

**SUBJECT:** City Council approval of Change Order #1 in the amount of \$31,000.00 to Jax Utilities

Management for Bid Award LC 2020-07, US 17 / SR 16 Force Main Modifications in the

amount of \$412,915.00, increasing the total award to \$443,000.00. Scott Schultz

### **BACKGROUND**

At the intersection of SR 16 and SR 15 (US 17) the force mains from US 17 South (Old Food Lion Warehouse) flows past to Lift Station #2 as a force main. The wastewater from the Cove Plaza and Cove Apartments empties into a gravity sewer just behind the intersection that flows through the wetlands (Green Cove Swamp) to Lift Station #2. This gravity sewer is in very bad shape and could not be videoed as part of the Sanitary Sewer Evaluation Survey (SSES) due to its condition and soggy ground from this summers rains. During storms and extremely high tide conditions, the manholes (which are too far apart and in disrepair) allow the river water to flow into Lift Station #2 and overwhelm the station. There is also high potential for a sanitary sewer overflow (SSO).

This task will be to route the Cove Apartments and Cove Plaza wastewater into the US 17 South force main which will eliminate the need for the gravity system through the wetlands. The cost is high as an evaluation of pumping / head capacity at the affected lift stations is required, design of how Cove Plaza and Apartments are injected, extensive underground surveying, FDOT permitting, preparation of blueprints and associated bid documents will be required. This task will take the project from design through completion, which includes construction inspection and closeout services.

This task will also support the broader Consolidated AWWTP project as well as any future development along Cooks Lane.

On 11/13/2019 Council approved a Task Order in the amount of \$71,000.00 with Mittauer & Associates for the design and bidding of the improvements.

On 2/4/2020 Council approved an increase to the wastewater capital improvement budget in the not to exceed amount of \$412,000.00 for the force main improvements.

On 11/10/2020 Council approved Bid Award LC 2020-07, US 17 / SR 16 Force Main Modifications in the amount of \$412,915.00 to Jax Utilities Management.

On January 22, 2021 the discharge piping at lift Station # 314, Muirifeld Avenue, failed. The piping is inside an underground pit. During the repairs the pit piping began to come apart and it was discovered that the fittings were not glued or properly restrained. The only thing keeping the piping together was the discharge line that had now come apart. The station is now connected with a hose and needs immediate repair.

As Jax Utilities Management is already mobilized close by, and are performing a similar installation, they are the logical contractor to timely complete the repair.

### FISCAL IMPACT

\$31,000.00 from the Wastewater Department Capital Improvement Budget.

### \$87,369.48 from the Wastewater Department capital improvement budget.

Approve Change Order #1 in the amount of \$31,000.00 to Jax Utilities Management for Bid Award LC 2020-07, US 17 / SR 16 Force Main Modifications in the amount of \$412,915.00, increasing the total award to \$443,000.00.



# JAX UTILITIES MANAGEMENT INC.

# WATER AND WASTEWATER UTILITIES

- CONSULTATION
- CONSTRUCTION
- OPERATION
- ADMINISTRATION
- MAINTENANCE
- · REGULATORY

# **PROPOSAL**

DATE:	02/02/21		
PROPOSA	L SUBMITTED TO:	WORK TO BE PE	RFORMED AT:
NAME:	SCOTT SCHULTZ	PROJECT NAME:	
COMPANY	WATER & WASTEWATER UTILITIES	The state of the s	LIFT STATION #314
	321 WALNUT STREET		LIFT STATION #314
	GREEN COVE SPRINGS FL 32043		
PHONE:	904-219-7540		
E-MAIL:	SSCHULTZ@GREENCOVESPRINGS.COM		

We hereby propose to furnish labor, materials, and equipment to complete the subject work as specified in accordance with the design and specifications of the plans and as described below. ADDITIONAL WORK NOT SPECIFIED WILL BE SUBJECT TO ADDITIONAL CHARGES.

- 1 PRESSURE WASH AND CLEAN EXISTING LIFT STATION
- 2 REMOVE EXISTING PIPING AND VALVES. CHECK ALL VALVES
- 3 INSTALL NEW S.S. PIPING AND VALVES. CHECK VALVES
- 4 CORE EXSISTING LIFT STATION SLAB
- 5 TIE-IN EXISTING LIFT STATION TO NEW PIPING

Payments made payable to:	Jax Utilities Management, Inc. 5465 Verna Blvd. Jacksonville, FL 32205	For the sum dollars: \$31,000.00	
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Terms and Conditions: Due upon completion of work, or at the option of Jax Utilities Mgmt., Inc. 30 days after invoice for completed job or interim progress billing. It is understood and agreed by the parties that Jax Utilities Mgmt., Inc. is entitled to receive payment for all work, labor, materials and equipment furnished and performed hereunder when invoiced to customer. In the event any payment is not paid when due, Jax Utilities Mgmt., Inc. reserves the right to terminate this agreement and shall be entitled to recover all charges for which payment is sought. Customer hereby authorizes and Attorney of Law for Jax Utilities Mgmt., Inc. in an action on this agreement in any court of law in the County where contractor resides for the recovery of any amount due hereunder together with interest at the rate of 1 1/2% per month plus attorney fees and court costs.

THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE SPECIFIED ABOVE.

# ACCEPTANCE OF PROPOSAL

SIGNATURE: Owner / Authorized Agent x	SIGNATURE: Jax Utilities Management, Inc.				
COMPANY NAME:	Kelly M. James, President  CONTRACTOR #  CUCO 43128				
DATE:	DATE: 2/2/2021				



# STAFF REPORT

# CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session MEETING DATE: February 16, 2021

**FROM:** Marlena Guthrie, Finance Director

SUBJECT: City Council approval of the FY 2021 Revenues and Expenditures Report and the

Quarterly Investment Report for the period ending December 31, 2020.

### **BACKGROUND**

The attached Revenues and Expenditures Report is for the period October 1, 2020 through December 31, 2020. In the General Fund, revenues are listed by category and/or major funding sources. In all funds, the budgeted figures are presented first with the actual expenditures and the variance between the budget and actual listed next. The percent of actual is the amount that has actually been received (or accrued in the case of state shared revenues) or the amounts expended as a percent of the budget for the period ending December 31, 2020. The report is prepared on a modified accrual basis with state shared revenues for the month of December 2020 (received in January 2021) accrued for the month of December 2020.

Attachment "A" reflects the City of Green Cove Springs Investments which are currently 100% deposited with the Florida State Board of Administration as of December 31, 2020.

### **FISCAL IMPACT**

None

### RECOMMENDATION

Approve the FY 2021 Revenues and Expenditures Report and the Quarterly Investment Report for the Period Ending December 31, 2020.

# GENERAL FUND REVENUES AND EXPENDITURES AS OF DECEMBER 31, 2020 25% OF YEAR

			VARIANCE	% ACTUAL
	BUDGET	ACTUAL	OVER	TO
			(UNDER BUDGET)	BUDGET
<b>GENERAL FUND REVENUES:</b>				
Ad Valorem Taxes	1,968,056	1,625,671	(342,385)	83%
Gas Tax	349,269	59,974	(289,295)	17%
Surtax	814,357	131,371	(682,986)	16%
Franchise Fees	7,000	1,022	(5,978)	15%
Communications Svcs Tax	370,000	64,447	(305,553)	17%
Utility Taxes - Water	127,000	30,255	(96,745)	24%
Utility Taxes - Other	61,000	7,995	(53,005)	13%
Business Taxes	40,000	6,773	(33,228)	17%
Code Enforcement Fines	10,000	5,090	(4,910)	51%
State Shared Taxes/Licenses	244,549	57,430	(187,119)	23%
Sales Tax	420,668	78,463	(342,205)	19%
Municipal Fuel Rebate	8,000	0	(8,000)	0%
Planning and Zoning Fees	40,000	4,390	(35,610)	11%
Copying	2,000	122	(1,878)	6%
DOT Agreements	109,003	9,668	(99,335)	9%
Safety Grant-Fla League	6,000	0	(6,000)	0%
Special Events	60,000	5,581	(54,419)	9%
Interlocal - Clay County	100,000	0	(100,000)	0%
Interlocal - School Board	332,090	27,341	(304,749)	8%
Court Fines/Parking Fines	12,300	288	(12,012)	2%
Red Light Camera	900,000	201,860	(698,140)	22%
Police Education	6,000	4,605	(1,395)	77%
Asset Forfeiture - Federal	0	47,310	47,310	0%
Police Vest Grant	1,500	0	(1,500)	0%
DEA & DOJ Overtime	18,649	0	(18,649)	0%
Interest	45,000	952	(44,048)	2%
Private Developer	215,000	0	(215,000)	0%
Sale of Surplus	10,000	3,136	(6,864)	31%
Miscellaneous Income	15,000	299	(14,701)	2%
Rent-Building Department	30,000	7,500	(22,500)	25%
Rent-Augusta Savage Facility	22,740	5,700	(17,040)	25%
Pier Docking Fees	2,500	411	(2,089)	16%
Park Reservation Fees	15,000	2,650	(12,350)	18%
Cost Recoveries/Transfers to GF	1,686,331	421,583	(1,264,748)	25%
Reserves	51,171	16,680	(34,491)	33% Note #1
Legislative Delegation	220,000	0	(220,000)	0%
TOTAL REVENUES	8,320,183	2,828,566	(5,491,617)	34%

Note #1 - The majority of budgeted Reserves in the General Fund Revenues consists of Surtax, Gas Tax, and Depreciation. These Reserves are the funding sources for various Capital uses in the General Fund as outlined in the CIP. These Reserves are reflected on this report for presentation purposes to offset the related General Fund Capital Expenditures as presented in the Budget.

1

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
GENERAL FUND EXPENDITURES:				
CITY COUNCIL:				
PERSONAL SERVICES	50,029	12,440	(37,589)	25%
OPERATING EXPENSES	26,460	2,252	(24,208)	9%
TOTAL	76,489	14,692	(61,797)	19%
	,	,	(-,-,	
CITY CLERK:				
PERSONAL SERVICES	103,690	22,143	(81,548)	21%
OPERATING EXPENSES	51,119	11,170	(39,949)	22%
TOTAL	154,809	33,313	(121,496)	22%
CITY MANAGER:				
PERSONAL SERVICES	320,129	75,103	(245,026)	23%
OPERATING EXPENSES	24,683	1,686	(22,997)	7%
TOTAL	344,812	76,790	(268,022)	22%
HUMAN RESOURCES:				
PERSONAL SERVICES	199,551	48,828	(150,723)	24%
OPERATING EXPENSES	23,536	1,205	(22,331)	5%
TOTAL	223,087	50,032	(173,055)	22%
AUGUSTA SAVAGE:				
PERSONAL SERVICES	53,505	11,344	(42,161)	21%
OPERATING EXPENSES	53,899	6,889	(47,010)	13%
CAPITAL	420,000	117,257	(302,743)	28%
TOTAL	527,404	135,489	(391,915)	26%
FINANCE:				
PERSONAL SERVICES	288,883	67,137	(221,746)	23%
OPERATING EXPENSES	40,050	11,665	(28,385)	25 <i>%</i> 29%
CAPITAL	40,030	0	(28,383)	0%
TOTAL	328,933	78,802	(250,131)	24%
TOTAL	328,333	76,602	(230,131)	24/0
INFORMATION TECHNOLOGY:				
PERSONAL SERVICES	118,358	26,463	(91,895)	22%
OPERATING EXPENSES	37,476	8,844	(28,632)	24%
CAPITAL	6,000	9,446	3,446	157%
TOTAL	161,834	44,753	(117,081)	28%
GENERAL SERVICES:				
OPERATING EXPENSES	274,613	45,629	(228,984)	17%
CAPITAL OUTLAY	66,000	0	(66,000)	0%
CONTRIBUTION TO GF RESERVES	2,923	0	(2,923)	0%
TOTAL	343,536	45,629	(297,907)	13%
<del>- · · · -</del>	2 .2,000	.5,525	(=3.,507)	_5,0

	BUDGET	ACTUAL	VARIANCE OVER	% ACTUAL TO
GENERAL FUND EXPENDITURES (CONT'D)			(UNDER BUDGET)	BUDGET
CITY ATTORNEY:				
PERSONAL SERVICES	81,363	18,652	(62,711)	23%
OPERATING EXPENSES	29,639	905	(28,734)	3%
TOTAL	111,002	19,557	(91,445)	18%
DEVELOPMENT SERVICES:				
PERSONAL SERVICES	87,325	18,888	(68,437)	22%
OPERATING EXPENSES	102,902	5,605	(97,297)	5%
TOTAL	190,227	24,493	(165,734)	13%
CODE ENFORCEMENT:				
PERSONAL SERVICES	61,122	13,108	(48,014)	21%
OPERATING EXPENSES	15,943	630	(15,313)	4%
TOTAL	77,065	13,738	(63,327)	18%
POLICE:				
PERSONAL SERVICES	2,404,246	515,474	(1,888,772)	21%
OPERATING EXPENSES	685,661	135,736	(549,925)	20%
CAPITAL	172,050	18,255	(153,795)	11%
TRANSFERS OUT TO POLICE BLDG FUND	160,254	80,425	(79,829)	50%
TOTAL	3,422,211	749,889	(2,672,322)	22%
PUBLIC WORKS:				
PERSONAL SERVICES	326,783	85,294	(241,489)	26%
OPERATING EXPENSES	293,840	47,937	(245,903)	16%
CAPITAL	465,000	7,298	(457,703)	2%
TOTAL	1,085,623	140,528	(945,095)	13%
RIGHT OF WAY MTCE:				
PERSONAL SERVICES	96,223	21,649	(74,574)	22%
CAPITAL	53,500	9,926	(43,574)	19%
OPERATING EXPENSES	173,340	27,243	(146,097)	16%
TOTAL	323,063	58,818	(264,245)	18%
PARKS & RECREATION:				
PERSONAL SERVICES	207,118	45,584	(161,534)	22%
OPERATING EXPENSES	137,760	30,729	(107,031)	22%
CAPITAL	268,500	24,348	(244,152)	9%
TRANSFERS OUT TO SPRING PARK FUND	81,381	39,865	(41,516)	49%
TOTAL	694,759	140,526	(554,233)	20%

			VARIANCE	% ACTUAL
	BUDGET	ACTUAL	OVER	ТО
GENERAL FUND EXPENDITURES (CONT'D)			(UNDER BUDGET)	BUDGET
PARKS & REC PROGRAMMING:				
OPERATING EXPENSES	72,000	10	(71,990)	0%
TOTAL	72,000	10	(71,990)	0%
EQUIPMENT MTCE:				
PERSONAL SERVICES	159,596	33,423	(126,173)	21%
OPERATING EXPENSES	23,733	2,782	(20,951)	12%
TOTAL	183,329	36,205	(147,124)	20%
GRAND TOTAL ALL DEPARTMENTS	8,320,183	1,663,263	(6,656,920)	20%
EXCESS REVENUES OVER EXPENDITURES		1,165,303		

# UTILITY FUND REVENUES AND EXPENDITURES AS OF DECEMBER 31, 2020 25% OF YEAR

	_		•			
			VARIANCE	%		
	BUDGET	<b>ACTUAL</b>	OVER	<b>ACTUAL</b>		
			(UNDER BUDGET)	TO BUDGET		
REVENUES:	EL	ELECTRIC FUND				
OPERATING REVENUES	12,831,600	2,847,576	(9,984,024)	22%		
RESERVES/LOAN PROCEEDS	8,532,601	426,086	(8,106,515)	5%		
INTEREST	55,000	2,090	(52,910)	4%		
OTHER REVENUES	136,400	25,668	(110,732)	19%		
TOTAL REVENUES	21,555,601	3,301,420	(18,254,181)	15%		
EXPENSES:						
PERSONAL SERVICES	1,069,017	179,999	(889,018)	17%		
OPERATING EXPENSES	9,951,899	2,084,965	(7,866,934)	21%		
CAPITAL	8,185,000	425,555	(7,759,445)	5%		
OTHER EXPENSES	17,000	0	(17,000)	0%		
COST ALLOC/TRANSFERS	1,344,434	336,108	(1,008,326)	25%		
DEBT	988,251	135,193	(853,058)	14%		
TOTAL EXPENSES	21,555,601	3,161,821	(18,393,780)	15%		
REVENUES:	V	VATER FUNE	)			
OPERATING REVENUES	1,734,292	458,992	(1,275,300)	26%		
RESERVES/LOAN PROCEEDS	965,000	315,186	(649,814)	33%		
INTEREST	12,000	412	(11,588)	3%		
OTHER REVENUES	23,000	3,422	(19,578)	15%		
TOTAL REVENUES	2,734,292	778,012	(1,956,280)	28%		
EXPENSES:						
PERSONAL SERVICES	693,724	161,518	(532,206)	23%		
OPERATING EXPENSES	538,494	124,534	(413,960)	23%		
CAPITAL	1,010,000	313,688	(696,312)	31%		
OTHER EXPENSES	3,000	0	(3,000)	0%		
COST ALLOC/TRANSFERS	304,697	76,174	(228,523)	25%		
DEBT	184,377	0	(184,377)	0%		
TOTAL EXPENSES	2,734,292	675,914	(2,058,378)	25%		

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			VARIANCE	%
	BUDGET	ACTUAL	OVER	<b>ACTUAL</b>
			(UNDER BUDGET)	TO BUDGET
REVENUES:		TEWATER F		2604
OPERATING REVENUES	2,890,903	748,461	(2,142,442)	26%
INTEREST	7,700	279	(7,421)	4%
RESERVES	60,000	40,000	(20,000)	67%
GRANTS/LOAN PROCEEDS	6,118,327	89,296	(6,029,031)	1%
OTHER REVENUES	26,000	5,372	• • • • • • • • • • • • • • • • • • • •	21%
TOTAL REVENUES	9,102,930	883,408	(8,219,522)	10%
EXPENSES:				
PERSONAL SERVICES	693,724	163,301	(530,423)	24%
OPERATING EXPENSES	681,914	108,729	, , ,	16%
CAPITAL	6,869,025	127,836	(6,741,189)	2%
OTHER EXPENSES	4,000	0	(4,000)	0%
COST ALLOC/TRANSFERS	373,940	93,485	(280,455)	25%
DEBT	142,454	69,799	(72,655)	49%
TO BE APPROPRIATED	100,000	0	(100,000)	0%
CONTRIBUTION TO RETAINED EARNINGS	237,873	0	(237,873)	0%
TOTAL EXPENSES	9,102,930	563,150	(8,539,780)	6%
REVENUES:	SOLI	D WASTE FU	IND	
OPERATING REVENUES	844,620	274,656	(569,964)	33%
LOAN PROCEEDS	340,000	274,030	(340,000)	0%
INTEREST	•		, , ,	
TOTAL REVENUES	5,500	195		
TOTAL REVENUES	1,190,120	274,851	(915,269)	23%
EXPENSES:				
PERSONAL SERVICES	406,413	76,608	(329,805)	19%
OPERATING EXPENSES	269,366	23,631	(245,735)	9%
OTHER EXPENSES	3,000	0	(3,000)	
CAPITAL	340,000	0	(340,000)	0%
DEBT	37,423	18,712	(18,711)	50%
COST ALLOC/TRANSFERS	133,918	33,479	(100,439)	25%
TOTAL EXPENSES	1,190,120	152,430	(1,037,690)	13%

-	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:	CUSTON	IER SERVICI	E FUND	
TRANSFERS FROM OTHER UTILITIES	470,658	117,664	(352,994)	25%
TOTAL REVENUES	470,658	117,664	(352,994)	25%
EXPENSES:				
PERSONAL SERVICES	362,707	77,889	(284,818)	21%
OPERATING EXPENSES	67,951	9,512	(58,439)	14%
CUSTOMER SVC DEFICIT REPAYMENT	40,000	10,000	(30,000)	25%
TOTAL EXPENSES	470,658	97,401	(373,257)	21%
REVENUES:  OPERATING REVENUES	<i>STOR</i> 574,000	<b>MWATER F</b> ( 405,313	<i>UND</i> (168,687)	71% Note #2
OTHER REVENUES	150	35	(115)	23%
LOAN	400,000	0	(400,000)	0%
TOTAL REVENUES	974,150	405,347	(568,803)	42%
EXPENSES:				
PERSONAL SERVICES	85,520	14,690	(70,830)	17%
OPERATING EXPENSES	88,130	13,186	(74,944)	15%
OTHER EXPENSES	500		(500)	0%
CAPITAL	800,000	0	(800,000)	0%
TOTAL EXPENSES	974,150	27,876	(946,274)	3%

Note #2 - FY 21 is the fifth year for the majority of Stormwater Fund fees to be collected by Non-Ad Valorem Assessment. FY 21 is also the first year for the Stormwater User Fee.

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# SPECIAL REVENUE FUND-BUILDING FUND REVENUES AND EXPENDITURES AS OF DECEMBER 31, 2020 25% OF YEAR

	BUDGET	ACTUAL	VARIANCE	% ACTUAL
			OVER	TO
			(UNDER BUDGET)	BUDGET
REVENUES:				
OPERATING REVENUES	330,748	50,848	(279,900)	15%
TOTAL REVENUES	330,748	50,848	(279,900)	15%
EXPENSES:				
PERSONAL SERVICES	132,964	28,642	(104,322)	22%
OPERATING EXPENSES	197,784	34,159	(163,625)	17%
CAPITAL	0	0	0	0%
TOTAL EXPENSES	330,748	62,801	(267,947)	19%

# SPECIAL LAW ENFORCEMENT TRUST FUND REVENUES AND EXPENDITURES AS OF DECEMBER 31, 2020 25% OF YEAR

	BUDGET	ACTUAL	VARIANCE	% ACTUAL
			OVER	TO
_			(UNDER BUDGET)	BUDGET
REVENUES:				
CONFISCATIONS	0	0	0	0%
MISCELLANEOUS INCOME	0	0	0	0%
FROM FUND BALANCE	20,000	1,548	(18,452)	8%
TOTAL REVENUES	20,000	1,548	(18,452)	8%
EXPENSES:				
PROFESSIONAL DEVELOPMENT	15,000	1,361	(13,639)	9%
TRAVEL & PER DIEM	2,500	0	(2,500)	0%
OPERATING EXPENSES	2,500	187	(2,313)	7%
TOTAL EXPENSES	20,000	1,548	(18,452)	8%

# POLICE BUILDING CAPITAL IMPROVEMENT FUND REVENUES AND EXPENDITURES AS OF DECEMBER 31, 2020 25% OF YEAR

	BUDGET	ACTUAL	VARIANCE	% ACTUAL
			OVER	TO
			(UNDER BUDGET)	BUDGET
REVENUES:				
TRANSFERS IN	160,254	80,425	(79,829)	50%
<b>TOTAL REVENUES</b>	160,254	80,425	(79,829)	50%
<b>EXPENSES:</b>				
DEBT	160,254	80,425	(79,829)	50%
<b>TOTAL EXPENSES</b>	160,254	80,425	(79,829)	50%

# SPRING PARK PROJECT FUND REVENUES AND EXPENDITURES AS OF DECEMBER 31, 2020 25% OF YEAR

	<b>BUDGET</b>	ACTUAL	VARIANCE	% ACTUAL
			OVER	TO
			(UNDER BUDGET)	BUDGET
REVENUES:	•			
TRANSFERS IN	81,381	39,865	(41,516)	49%
TOTAL REVENUES	81,381	39,865	(41,516)	49%
EXPENSES:				
DEBT	81,381	39,865	(41,516)	49%
CAPITAL	0	0	0	0%
TOTAL EXPENSES	81,381	39,865	(41,516)	49%

# DISASTER FUND REVENUES AND EXPENDITURES AS OF DECEMBER 31, 2020 25% OF YEAR

	BUDGET	<b>ACTUAL</b>	VARIANCE	% ACTUAL	
			OVER	то	
			(UNDER BUDGET)	<b>BUDGET</b>	
REVENUES:					
COUNTY REVENUE	0	152,360	152,360	0%	
INSURANCE PROCEEDS	0	0	0	0%	
TRANSFERS IN-FEMA GRANT	0	0	0	0%	
TOTAL REVENUES	0	152,360	152,360	0%	
EXPENSES:					
OPERATING EXPENSES	0	45,198	45,198	0%	
CAPITAL	0	135,136	135,136	0%	
TRANSFERS OUT	0	0	0	0%	
TOTAL EXPENSES	0	180,334	180,334	0%	

THIS FUND WAS SET UP TO ACCOUNT FOR EXPENSES INCURRED DURING DISASTERS.
THE EXPENSES REFLECTED FOR FY 21 ARE ASSOCIATED WITH COVID-19 EXPENDITURES.

# CITY OF GREEN COVE SPRINGS FLORIDA STATE BOARD OF ADMINISTRATION LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND BALANCE AS OF DECEMBER 31, 2020

PARTICIPANT RETURN 12/31/2020: .18%

	AGENCY	
FUND	ACCT. #	BALANCE
GENERAL		1,628,199.98
UTILITY		4,010,123.45
SINKING FUND - WATE	ER	323,187.80
SINKING - ELECTRIC	_	758,131.16
тот	AL	6.719.642.39

PER THE CITY'S INVESTMENT POLICY, SECTION XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION, A. THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND, 2. PORTFOLIO COMPOSITION - A MAXIMUM OF 100% OF AVAILABLE FUNDS MAY BE INVESTED IN THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND.



# STAFF REPORT

# CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session MEETING DATE: February 16, 2021

**FROM:** Scott Schultz, Assistant Water Utilities Director

**SUBJECT:** City Council approval of an increase in funding of \$4,870.24 due to inoperative valves

resulting in a "wet tap", and approval of Contractors Pay Request #1 / Final Invoice in the

amount of \$57,742.64 to Jax Utilities Management for water main installation on

Washington Lane. Scott Schultz

### **BACKGROUND**

In July of 2020 the water department received a request to provide water service to two new duplexes on Washington Lane. During the process of supplying the water service, staff discovered that five houses on Washington Lane were being fed from a 3/4 inch water line. It is unbelievable that the department has not received pressure / flow complaints from these residents. As a temporary condition, the water department hooked up the duplexes to the 3/4" line, now totaling seven services.

Upon evaluation, the proper solution was to run a 6" water main along Washington Lane from MLK Boulevard to Walburg, providing proper water services and fire protection.

Staff solicited bids for this task with three responses. Jax Utilities Management was the lowest qualifying bidder. On August 25, 2020 Council approved a Task Order to Jax Utilities Management.

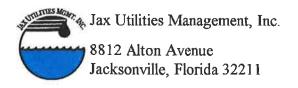
This pay request is the first and final invoice.

### FISCAL IMPACT

\$57,742.64 from the Wastewater Department capital improvement budget.

### RECOMMENDATION

Approve Contractors Pay Request #1 / Final Invoice in the amount of \$57,742.64, which includes an increase of \$4,870.24 for a wet tap that was required due to inoperable valves, to Jax Utilities Management for water main installation on Washington Lane.





Date	Invoice #
12/16/2020	19/2010664L

Bill To	Ship To	
City of Green Cove Springs Attn: Greg Bauer 321 Walnut Street Green Cove Springs, FL 32043		
		_

P.O. Number	Terms	Rep	Ship	Via	F	.O.B.		Project
			12/16/2020					
Quantity	Item Code		Descript	ion		Price Ea	ach	Amount
1	Underground Utilit	Washington L Includes: 11 Services (6	Vashington Lane Water Main Vashington Lane 6" Water Main Includes: 1 Services (6 short, 5 long) Wet Taps (6x6, 8x6 AC)		5	52,872.40	52,872.4	
205 83.08	Underground Utilit Underground Utilit	Seed & Mulcl	contingency Items: eed & Mulch per SY ase X Asphalt per SY			1.35 55.29	276.7 4,593.4	
rles Freshwate	er Office:855-0111 C	ell:813-3534				Total	J	\$57,742.6



# STAFF REPORT

# CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting MEETING DATE: February 16, 2021

**FROM:** Scott Schultz, Asst. Water Utilities Director

**SUBJECT:** City Council approval to surplus the Public Safety Vehicles / Equipment listed on

Attachment "A"

### **BACKGROUND**

As all departments, the Public Safety Department (Police) routinely replaces vehicles. The vehicles / equipment listed on Attachment "A" have been replaced and are scheduled for surplus.

### FISCAL IMPACT

Funds received will be returned to the Public Safety Department budget

### RECOMMENDATION

Approve the surplus of the Public Safety Vehicles / Equipment listed on Attachment "A"



# CITY OF GREEN COVE SPRINGS POLICE DEPARTMENT



Derek S. Asdot, Chief of Police • 1001 Idlewild Avenue • Green Cove Springs, FL 32043 • Main (904) 297-7300 • Fax (904) 284-1436

February 4, 2021

To City Garage/Shop:

The Police Department would like to surplus the following vehicles:

- 1) # 100 2005 Ford Crown Victoria (2FAFP71W85X105756)
- 2) # **103** 2006 Chevy Impala (2G1WB55K069262314)
- 3) # **127** 2008 Chevy Impala (2G1WS553289236681)
- 4) #136 2008 Chevy Impala (2G1WS553881375955)
- 5) # 137 2009 Chevy Impala (2G1WS57M691268877)
- 6) # **138** 2009 Chevy Impala (2G1WS57MX91267487)
- 7) # **122** 2001 ASPT Command Post Trailor (FLT300PP)

Sincerely,

Commander E. J. Guzman

GCSPD FORM A-18, REV. 1/2021

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# STAFF REPORT

# CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session MEETING DATE: February 16, 2021

**FROM:** Mike Null

SUBJECT: City Council approval the purchase of a pre-fabricated concrete restroom building for the

Augusta Savage Friendship Park (Tot Lot) from Leesburg Concrete Company, Inc. piggybacking on Lake County, FL Contract Number 16-02129 in the amount of \$79,129.

Mike Null

### **BACKGROUND**

This project was originally submitted to City Council on October 6, 2020. The item was tabled due to changes in the rules that came down from the state regarding CARES Act monies. This project was approved by Council as part of the CARES Act project list for the City. On December 8, 2020, Council approved an updated project list that still included this item at \$80,000.

This project will install a permanent restroom building at the Tot Lot on Walburg Ave. The restroom building will be a prefabricated concrete structure with a single occupant women's restroom and a single occupant men's restroom. This building is replacing the current port-o-let.

Bids were solicited from twelve (12) companies. Three (3) companies responded with a prefabricated concrete structure option. The most responsive and complete response came from Leesburg Concrete Company, Inc. The building that staff requested a quote on is included in a Lake County, FL bid that is available for piggyback. This vendor also provides a turn-key operation. The City is responsible for providing a level, compacted building pad and utilities to within 25 feet of the building. Leesburg Concrete is then responsible for permitting, delivery, crane services for setting the building, anchoring the building and tying in the water, wastewater and electric. Their bid price is \$79,129. Attached is a picture that shows the general layout of the restroom we are purchasing.

Public Restroom Company responded with a price range of \$130,000 to \$145,000 for a similar turn-key operation. Modular Connections responded with a price of \$66,975 for the building delivered. The City would then be responsible for the crane, setting the building, anchoring the building and tying in the utilities. They also had additional requirements for the building pad above and beyond the other two companies. All in, their price is similar to Leesburg Construction and there is a lot of extra work on the City that staff would recommend contracting out, which would raise the price even more.

Staff's recommendation is to move forward with Leesburg Construction.

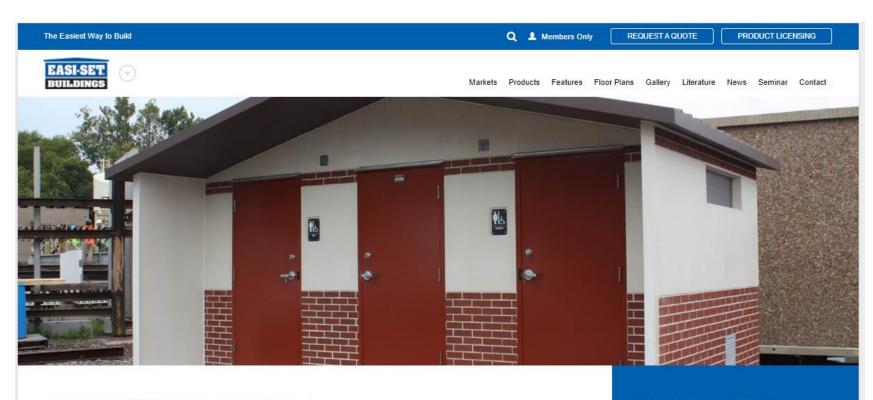
### **FISCAL IMPACT**

The City Council allocated these funds as part of the CARES Act monies.

### RECOMMENDATION

Item #8.

Authorize the purchase of a pre-fabricated concrete restroom building for the Augusta Savage Friendship Park (Tot Lot) from Leesburg Concrete Company, Inc. piggybacking on Lake County, FL Contract Number 16-02129 in the amount of \$79,129.



# **CARSON WET RESTROOM**

< Back



### **Carson Wet Restroom**

The Carson Wet Model is an economical double flush restroom building that is ADA compliant. It is ideal for small parks, measuring 10' 8" x 17' 6". This model is delivered fully-assembled, pre-wired, and pre-plumbed. The Carson has a wide variety of aesthetic choices, enabling it to easily blend with any surrounding. The gabled style roof comes standard with a Cedar Shake finish, but other finishes can be specified. The Carson Model also boasts a variety of finish and color choices. This model comes standard with stainless steel fixtures, but other fixture options can be specified to meet your budget needs. The chase area also can be used for storage.

# **REQUEST A QUOTE**

Step 1: Contact Info Step 2: Project Info \*Required Fields

\*Name

Title

\*Company

\*Email



MODIFICATION OF CONTRACT

Modification Number:Four (4) Effective Date: 8/8/2020	Contract Number: 16-0214  Title: Pre-Cast Concrete Restrooms at County Parks  Effective Date: August 8, 2016
Contracting Officer: Ralph (Ed) Tipton, CPSM, CPPO, CPPB  E-mail: RTipton@lakecountyfl.gov Telephone Number: (352) 343-9489  Issued By:  Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address:  Name: Leesburg Concrete Company, Inc.  Address: 1335 Thomas Avenue  City: Leesburg, FL 34748  ATTENTION: Kirk Rouse
INSTRUCTIONS: Contractor shall sign Signature Block show this form to Procurement Services within ten (10) days after recreturned to the Contractor to attach to the original Contract.  DESCRIPTION OF MODIFICATION: Contract Modification	eipt. Once fully executed, a copy of this modification will be
CONTRACTOR SIGNATURE BLOCK  Signature:  Print Name:  Title: V.P.  Date: 6.9.20  E-mail: Kronse @ lers burg concrete. Com  Secondary E-mail:	LAKE COUNTY SIGNATURE BLOCK Signature: Ralph E. Tipton Print Name: Ralph E. Tipton Title: Contracting Officer Date: 06/07/2020



MODIFICATION OF CONTRACT

1.	Modification No.: 3 Effective Date: August 8, 2019	2. Contract No.: 16-0214  Effective Date: August 8, 2016	
3.	Contracting Officer: Ralph E. Tipton Telephone Number: (352) 343-9489	Contractor Name and Address:  Leesburg Concrete Company, Inc.	
4.	VALUE AACT	1335 Thomas Avenue Leesburg, Florida 34748 Attn: Kirk Rouse	
6.	SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.		
7.	DESCRIPTION OF MODIFICATION:  Contract modification to extend contract for one (1) year expiring on August 7, 2020.		
8.	Contractor's Signature REQUIRED  Name: Kirk Rouse  Title: V.P.  Date: 3/8/19	9. Lake County, Florida  By:  Senior Contracting Officer  03/08/2019  Date	
10.	Original – Bid/Contract File Copies - Contractor		

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Contracting Officer



MODIFICATION OF CONTRACT

1.	Modification No.: 2	2. Contract No.: 16-0214	
	Effective Date: August 8, 2018	Effective Date: August 8, 2016	
3.	Contracting Officer: Barnett Schwartzman	5. Contractor Name and Address:	
4.	Telephone Number: (352) 343-9424  Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Leesburg Concrete Company, Inc. 1335 Thomas Avenue Leesburg, Florida 34748  Attn: Kirk Rouse, V.P.	
6.	SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.		
7.	DESCRIPTION OF MODIFICATION:  Contract modification to extend for one (1) year expiring August 7, 2019.		
8.	Contractor's Signature REQUIRED  Name: Fritle: V. F.  Date: 5/21/18	9. Lake County, Florida  By:  Procurement Services Director  Date	
10.	Distribution:		
	Original - Bid No. 16-0214 Copies - Contractor Contracting Officer		

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MODIFICATION OF CONTRACT

i.	Modification No.: 1	2. Contract No.: 16-0214
	Effective Date: August 8, 2017	Effective Date: August 8, 2016
3.	Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address:  Leesburg Concrete Company, Inc. 1335 Thomas Avenue Leesburg, Florida 34748  Attn: Shawn B. Thomas, V.P.
4.	Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6.	SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below writter modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7.	DESCRIPTION OF MODIFICATION:  Contract modification to extend for one (1) year expiring August 7, 2018.	
8.	Contractor's Signature REQUIRED  Name:  Title:  Date:    Contractor's Signature   REQUIRED	9. Lake County, Florida  By:  Procurement Services Division Manager  Date
10.	Distribution:  Original - Bid No. 16-0214  Copies - Contractor  Contracting Officer	

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# AGREEMENT BETWEEN LAKE COUNTY, FLORIDA

AND

# LEESBURG CONCRETE COMPANY, INC. FOR PURCHASE AND INSTALLATION OF PRE-CAST CONCRETE RESTROOMS AT COUNTY PARKS (ITB #16-0214)

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Leesburg Concrete Company, Inc., a Florida for profit corporation, its successors and assigns, herein referred to as the CONTRACTOR.

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #16-0214 to establish a term and supply contract for the purchase and installation of pre-cast restrooms and other similar structures at COUNTY parks and similar locations on an "as-ordered" basis in conjunction with the COUNTY's needs; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

#### Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

#### Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to provide for the installation of precast restrooms and other similar structures at COUNTY parks and similar locations on an "as-ordered" basis in conjunction with the COUNTY's needs, hereinafter referred to as the "Project."

#### **Article 3.** Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials and equipment to complete the Project in accordance with the Scope of Services, attached hereto and incorporated herein as **Attachment A**, along with the additional descriptions of the Project attached hereto and incorporated herein as **Attachment B**. It is understood that the Scope of Services may be modified by change order as the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in

accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

- 3.2 The CONTRACTOR agrees and acknowledges that time is of the essence in completing the Scope of Work identified herein. All services shall be completed no later than the date specified in the Scope of Work, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative may only be exercised when such continuation is clearly in the best interest of the COUNTY.
- 3.3 This Agreement shall commence on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY's Office of Procurement Services, and is contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement shall remain in effect for twelve (12) months, and then the Agreement will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.
- 3.4 Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for up to four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index. It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

- 3.5 The CONTRACTOR shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.
- 3.6 All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the CONTRACTOR fail to complete the work within the number of days stated in its offer, or the

"not-to-exceed" timeframe cited above, it is hereby agreed and understood that the COUNTY reserves the authority to cancel this Agreement with the CONTRACTOR and to secure the services of another vendor to complete the work. If the COUNTY exercises this authority, the COUNTY shall be responsible for reimbursing the CONTRACTOR for work which was completed and found acceptable to the COUNTY in accordance with the contract specifications. The COUNTY may, at its option, demand payment from the CONTRACTOR, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another vendor. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate this Agreement for default.

- 3.7 The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits to complete the Project/Service.
- 3.8 The CONTRACTOR shall remain appropriately licensed and/or employ the services of a subcontractor who is appropriately licensed throughout the course of the Project/Service. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement.
- 3.9 Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added to this Agreement at the option of the COUNTY. When required by the pricing structure of the Agreement, the CONTRACTOR shall be invited to submit price quotes for these additional facilities. The additional site(s) shall be added to this Agreement by formal modification. The COUNTY may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR or for other reasons at the COUNTY's discretion. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency may delete service for any facility when such service is no longer required, upon fourteen (14) calendar days written notice.
- 3.10 The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Project/Service. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.
- 3.11 The CONTRACTOR shall carefully examine any supplied drawings and/or specifications and be thoroughly aware regarding any and all conditions that may in any manner affect the work to be performed under this Agreement. The CONTRACTOR shall visit the site to familiarize themselves with the Project/Service, see existing conditions, and take measurements. No additional allowances will be made for lack of knowledge of these conditions.

- 3.12 In the event of any conflict between the drawings and specifications contained within this Agreement, the following shall govern:
- A. Addenda shall supersede all other contract documents to the extent specified in the addenda. Subsequent addenda shall supersede prior to addenda only to the extent specified therein.
- B. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing and/or the specifications be necessary for the proper construction and/or operation of the Project/Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY's Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.
- 3.13 The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:
- A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.
- 3.14 The CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Project/Service assigned to the CONTRACTOR is being supported in whole or in part by State funding the CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ state residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

#### Article 4. Payment

- 4.1 The COUNTY shall pay and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Attachment C** to this Agreement and which is made a part of this Agreement by reference.
- 4.2 The COUNTY shall provide a single payment for each individual restroom ordered under this Agreement upon delivery, installation, and final acceptance of that facility in all regards. The vendor shall provide a fully documented invoice to the COUNTY user department(s) that requested the units through a purchase order. In addition to the basic information set forth below, the invoices shall identify critical, descriptive data including, but not limited to, model numbers and serial numbers. It shall be understood that such invoices shall not be authorized for payment until such time as a COUNTY representative has inspected and approved the units.

All invoices shall contain the Agreement and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

- 4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.
- 4.4 In the event any part of this Agreement or the Project/Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project/Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

#### Article 5. County Responsibilities

- 5.1 The COUNTY shall designate a County staff member to act as COUNTY's Project Manager. It is agreed to by the parties that the COUNTY's Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY's Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.
- 5.2 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.
- 5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

#### Article 6. Construction Provisions

#### 6.1 Intent of the Contract Documents.

- A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Statement of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.
- B. It is the intent of the contract documents to describe a functionally complete Project/Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project/Service, whether such reference be specified or by implication, shall mean the latest standard

specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

- C. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.
- 6.2 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR shall be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

#### **6.3** Contractor Personnel.

- A. The CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents.
- B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall be immediately discharged from the Project/Service and shall not again be employed on the Project/Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due, or may suspend the work with approval of the COUNTY until such orders are complied with.
- C. The CONTRACTOR shall at all times have at the Project/Service as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Project/Service activities, establish and maintain installation schedules, and provide the COUNTY's Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work sublet. The CONTRACTOR's superintendent shall speak, write, and understand English and shall be on the job site during all working hours.
- D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.
- E. The CONTRACTOR shall maintain a dress code for their employee's with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Project/Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Project/Service, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior

to starting work for that Project/Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

If required by the COUNTY for the Project/Service, the CONTRACTOR shall provide F. the COUNTY with a complete list of personnel, subcontractors, and representatives of the CONTRACTOR that shall be utilized for the Project/Service. The list shall include a full name, address, telephone number, copy of social security card, and a copy of driver's license/State of Florida identification card/valid passport/valid work visa. Background checks may be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR, on a Task by Task basis. At no time shall any person associated with the CONTRACTOR be granted access to perform work on COUNTY property prior to a completed background check. All decisions related to the approval of background checks shall be made by the Lake County Sheriff's Office. All decisions are final. The CONTRACTOR must remove any employee, with access to COUNTY facilities, from COUNTY service who is convicted of a felony crime during the time this Agreement is in effect. Failure of the CONTRACTOR to obtain background checks if specified may result in termination of this Agreement. The COUNTY reserves the right to require immediate removal of any employee from COUNTY property it deems unfit for service for any reason. This right is non-negotiable and the CONTRACTOR agrees to this condition by accepting this Agreement. The CONTRACTOR shall have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours.

#### 6.4 Subcontractors.

- A. Within five (5) calendar days after the award of any subcontract, the CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.
- B. The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR's subcontractors and of persons either directly or indirectly employed by them.
- C. All subcontractors, for as long as the subcontractor is working on the job site, shall have at least one supervisor/foreman on the job site that shall speak and understand English.
- D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the Project/Service schedule and applicable sub-schedules.
- E. Releases of liens from subcontractors shall be required before final payment will be released.
- 6.5 <u>Completion of the Scope of Services.</u> The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY.
- 6.6 Emergencies. If required by the Scope of Scopes, the CONTRACTOR shall have a responsible person available at, or reasonably near, the Project/Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR's responsible

person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY's Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list shall contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at the Project/Service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request shall be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

#### 6.7 Safety.

- A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.
- B. The CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Project/Service meets all Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the CONTRACTOR and its employees
- C. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite shall be in place and in proper working order at all times. If the COUNTY determines that the equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.
- D. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY shall have the authority, but not the duty, to require the

CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Project/Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

- E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
- F. The CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.
- G. The CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project/Service site at the end of each work day. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. The CONTRACTOR shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time shall the specified work interfere with the regular operating hours of Lake County. The CONTRACTOR must have ample cleaning supplies on-site for clean-up. At no time shall the CONTRACTOR use County cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY's Project Manager. PLEASE NOTE: If at any time the CONTRACTOR fails to clean up the work area to acceptable levels the COUNTY shall retain outside cleaning services and the actual costs for this service shall be deducted from the CONTRACTOR's final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.
- H. The CONTRACTOR shall confine all equipment, materials and operations to the Project/Service site and areas identified in the Contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.
- I. The CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals and/or wastes by the CONTRACTOR shall be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR and the COUNTY shall share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies shall be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS shall include the following information:
  - 1. The chemical name and the common name of the toxic substance
  - 2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
  - 3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.

- 4. The primary route of entry and symptoms of exposure.
- 5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
- 6. The emergency procedure for spills, fire, disposal and first aid.
- 7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- 8. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
- J. The CONTRACTOR shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the CONTRACTOR's Superintendent unless otherwise designated in writing to the COUNTY'S Project Manager. All communications to the Superintendent shall be as binding as if given to the CONTRACTOR.

#### 6.8 Traffic Maintenance.

- A. In the event that any of the work is conducted within any public right of way the CONTRACTOR shall be responsible for proper Maintenance of Traffic (MOT). Unless otherwise specified, the standard specifications to be used for the work shall be as promulgated by the Florida Department of Transportation (F.D.O.T).
- Maintenance of traffic shall be the responsibility of the CONTRACTOR, is part of the В. CONTRACTOR's proposal price, and shall conform to F.D.O.T.'s most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2015 edition (or latest edition), or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2015 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2015 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2015 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, F.D.O.T. by going to the website Tallahassee, Florida, 32399-0450, or www.dot.state.fl.us/mapsandpublications.
- C. All costs associated with MOT must be included in the CONTRACTOR's proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with the F.D.O.T. and the F.H.W.A (i.e. signs, qualified flaggers and/or barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- D. If the CONTRACTOR feels that assistance from an off duty police officer is needed, it shall be the responsibility of the CONTRACTOR, at the CONTRACTOR's sole cost and expense, to hire and pay for this service.
  - E. All lane closures shall have the prior approval of the COUNTY.
- F. The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate

traffic control devices for the protection of the public and CONTRACTOR's employees throughout the work area.

- G. The use of public roads and streets by the CONTRACTOR shall provide a minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.
- 6.9 <u>Underground Utilities.</u> Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the CONTRACTOR to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the CONTRACTOR shall be the responsibility of the CONTRACTOR. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The COUNTY shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

#### 6.10 General Inspection Requirements.

- A. Due to the nature of this Agreement, the COUNTY shall at the time of establishment of need, require the CONTRACTOR to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for CONTRACTOR's inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of CONTRACTOR on that individual Project/Service.
- B. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR's expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.
- C. If, during or prior to construction operations, the COUNTY should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the COUNTY's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- D. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR shall then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing

another contractor, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense or terminating the contract. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

- E. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR's expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due to the CONTRACTOR. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the Project/Service attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate the contract for default.
- F. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY's Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the COUNTY's Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY's Project Manager deems necessary to conform to the determination based on the COUNTY's Project Manager's professional judgment.
- G. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by federal or state representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

#### 6.11 Project/Service Materials and Storage.

- A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project/Service, except where recycled content is specifically requested, shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the contract cancelled or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.
- B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR's expense. Until incorporated into the work, materials shall be the sole responsibility of the CONTRACTOR and the CONTRACTOR shall not be paid for such

materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

#### 6.12 Time for Completion and Extensions.

- A. Purchase orders shall be issued for Project/Services to the Contractor. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written notice to proceed is required for the Contractor to schedule or begin work. Email notice is acceptable.
- B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Project/Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR's work with the work of other contractors so that the CONTRACTOR's work or the work of others shall not be delayed or impaired. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements are contained in Article 3.2 above.
- C. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR's fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.
- D. If the CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY shall ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY's sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR's construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

#### 6.13 Changes in the Scope of Services.

- A. The COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by CONTRACTOR, the CONTRACTOR shall prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project/Service. Both the COUNTY and the CONTRACTOR shall execute the change order.
- B. The value of such extra work or change shall be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change shall be computed from such values and added to or deducted from the contract price.

- C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY's adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.
- D. For work not contemplated by the original Agreement, the amount of an increase shall be limited to the CONTRACTOR's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, the CONTRACTOR shall keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.
- E. The COUNTY shall not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order shall represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.
- F. Execution by the CONTRACTOR of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.
- G. Upon receipt of an approved change order, changes in the Scope of Services shall be promptly performed. All changes in work shall be performed under the terms and conditions of this Agreement.

#### 6.14 Claims and Disputes.

- A. Claims by the CONTRACTOR shall be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".
- B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.
- C. Claims by the CONTRACTOR shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY shall

specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

- D. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to the CONTRACTOR. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY shall have the option to submit the matter to mediation as set forth in (C) above.
  - E. Arbitration shall not be considered as a means of dispute resolution.
- F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
- 6.15 Acceptance of the Work and Final Payment. The work delivered and services rendered under this Agreement shall remain the property of the CONTRACTOR and shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.
- A. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the COUNTY shall make the final inspection. The final inspection shall be completed within five (5) business days of receipt of notification from the CONTRACTOR that the Project/Service is ready. The COUNTY shall notify the CONTRACTOR if necessary of any deficiencies with the Project/Service, and the CONTRACTOR shall correct all deficiencies before final acceptance and payment is made.
- B. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance shall be maintained until final acceptance by the COUNTY.
- C. Final Acceptance. When the Project/Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall make an inspection of the Project/Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. An eighty dollar (\$80.00) re-inspection fee shall be applied for

the third inspection and any required re-inspection thereafter. The COUNTY shall have the right to exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this Agreement has been completely performed by the CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

- D. Waiver of Claims. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Project/Service, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY shall be deemed a waiver of the COUNTY's rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.
- E. Termination of Contractor's Responsibilities. This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.
- F. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.
- 6.16 Warranties. All warranties shall begin on the date of the COUNTY's acceptance and shall last for a period of twelve (12) months unless otherwise specified in the scope of services, plans or specifications. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project/Service. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law. Further, a specific warranty period is included as a requirement as follows:
- A. If sod is used as part of an individual Project/Service, it shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the CONTRACTOR shall treat the affected

areas. The process for treating these areas shall be approved by the COUNTY. If the sod does not meet any of the required specifications, the CONTRACTOR shall be responsible to replace it at no expense to the COUNTY. It shall be the responsibility of the CONTRACTOR to insure that the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. If the sod dies or does not become established the CONTRACTOR shall be responsible for the replacement at no cost to the COUNTY.

- B. Correcting Defects Covered Under Warranty. The CONTRACTOR shall be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies the CONTRACTOR of such deficiency in writing. If the CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR in writing that the CONTRACTOR may be debarred as a COUNTY vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place the CONTRACTOR in default of its contract and/or (b) procure the products or services from another source and charge the CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.
- 6.17 <u>Liquidated Damages.</u> Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this agreement and no additional days shall be given for rain days. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying the CONTRACTOR of assessment of Liquidated Damages that can be applied for any day over the time allowed under this Agreement.

The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the Project/Service continues. The Project/Service shall be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

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The COUNTY shall retain from the compensation to be paid to the CONTRACTOR the above described sum. Any CONTRACTOR that is in default for not completing the work within the time specified, at the

option of the COUNTY, may not permitted to perform work for the COUNTY until the Project/Service is complete and the liquidated damages sum is satisfied.

6.18 <u>Sanitation.</u> If the Project/Service does not involve interior work, the CONTRACTOR shall be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Project/Service. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the COUNTY's Project Manager's approval. All such facilities shall be installed and maintained in accordance with applicable federal, state, and local laws.

#### 6.19 Submittals and Equal Products.

- A. Submittals of products required for the Project/Service assigned to the CONTRACTOR hereunder, shall be supplied to the COUNTY for pre-approval prior to the start of the work. These documents shall be provided to the COUNTY at least one (1) week before the installation.
- B. If a product or service requested by the COUNTY for the Project/Service has been identified in the specifications by a brand name, and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If the CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by the CONTRACTOR to the COUNTY. The COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."
- C. Unless the CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response shall be considered as offering the same brand name referenced in the specifications. If the CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. A formal submittal for the alternate/shop drawings shall be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service shall be the responsibility of the COUNTY and will be based upon information furnished by the CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in the CONTRACTOR's response. To ensure that sufficient information is available, the CONTRACTOR shall furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.
- 6.20 <u>Fees.</u> The following is a list of fees that may be assessed to the CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with COUNTY labor and vehicle usage required for unnecessary inspections or missed appointments. The fees, if any, shall be deducted from the final invoices.

A. Failure to respond to emergency calls

B. Late to emergency calls

C. Failure to provide documents or reports

\$250.00/day

\$36.00/hour

\$75.00/day

Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Project/Service, shall additionally be charged back to the CONTRACTOR.

- 6.21 <u>Furnish and Install Requirements.</u> The specifications and/or statement of work contained within this Agreement describe the various functions and classes of work required as necessary for the completion of the Project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the CONTRACTOR from furnishing, installing or performing such work where required for the satisfactory completion of the Project. The CONTRACTOR shall also be required to provide adequate general user training to COUNTY personnel on the appropriate use of the materials or products as and if necessary.
- 6.22 <u>Labor, Materials, and Equipment Shall be Supplied by the Contractor.</u> Unless otherwise stated in this solicitation the CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory performance under this Agreement. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY's Project Manager.

#### Article 7. Special Terms and Conditions

- 7.1 <u>Termination</u>. This Agreement may be terminated by the COUNTY upon ten (10) calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.
- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required ten (10) calendar day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.
- B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) calendar day advance notice requirement is waived in the event of termination for cause.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.
- Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

#### 7.3 Insurance.

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

\$1,000,000

Combined Single Limit

- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.
- (iv) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and

omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

- B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies.
- C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.
- D. Certificate(s) of insurance shall identify the ITB number in the Description of Operations section of the Certificate.
- E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.
  - F. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS. P.O. BOX 7800
TAVARES, FL 32778-7800

- G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- I. The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor's requirements.
- J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- K. Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.
- 7.4 <u>Indemnity.</u> The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional

fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR's duties set forth in this Agreement.

- 7.5 Independent Contractor. The CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, 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 on resulting from the award or making of this Agreement.
- 7.6 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.
- 7.7 <u>Public Entity Crimes.</u> A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 7.8 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.
- 7.9 <u>Retaining Other Contractors.</u> Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

While the COUNTY has listed all major items which are utilized by County departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

7.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

- 7.11 <u>Additional Services.</u> Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.
- 7.12 Right to Audit. The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

#### 7.13 Public Records.

- A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Project/Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.
- B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.
- C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:
  - 1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

- 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY 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 for 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 COUNTY.
- 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records 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 COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
- **QUESTIONS REGARDING** THE CONTRACTOR HAS IF THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-W. MAIN STREET, TAVARES, **FLORIDA** 32778, 9839, 315 bschwartzman@lakecountyfl.gov.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

- 7.14 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.
- 7.15 <u>Business Hours of Operation.</u> Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr.

Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

Special schedules may be established if necessary because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

- 7.16 Minimum Wage. The wage rate paid to all laborers, mechanics and apprentices employed by CONTRACTOR for the work under the Agreement shall not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.
- 7.17 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR shall be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, if the Project/Service is to be completed within COUNTY facilities, the CONTRACTOR shall be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of the CONTRACTOR's operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, leasees, invitees, or agents of the COUNTY, including but not limited to personal items and/or furniture shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

- 7.18 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.
- **7.19** Accident Notification. If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

#### Article 8. Miscellaneous Provisions

- 8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.
- 8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.
- 8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.
- 8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.
- 8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
- 8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.
- 8.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.
- **8.8** The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.
- **8.9** The employee(s) of the CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of the COUNTY. The CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.
- 8.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
- **8.11** With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A

contract modification shall be issued by the County identifying the requirements of the additional County department(s).

- 8.12 The CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. The CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.
- **8.13** The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.
- 8.14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- **8.15** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

If to COUNTY:

Shawn B. Thomas, Vice President Leesburg Concrete Company, Inc. 1335 Thomas Avenue Leesburg, FL 34748 County Manager County Administration Building 315 West Main Street, Suite 308 Post Office Box 7800 Tavares, Florida 32778-7800 Fax: 352-343-5618

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

#### Article 9. Scope of Agreement

- 9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.
- 9.2 This Agreement contains the following Attachments, all of which are incorporated herein:

Attachment A Scope of Services
Attachment B Addendums
Attachment C Pricing

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# Agreement between Lake County, Florida and Leesburg Concrete Company, Inc. for Purchase and Installation of Pre-Cast Concrete Restrooms at County Parks; ITB #16-0214

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

By: Shawn B. Thomas, Vice President

Leesburg Concrete Company, Inc. License #: MFG8760009503; CBC 1254153

**COUNTY** 

Sean M. Parks

Chairman

ATTEST:

Neil Kelly, Clerk of the Board of County Commissioners of Lake County, Florida

Approved as to form and legality:

Melanie Marsh County Attorney

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#### ATTACHMENT A: SCOPE OF SERVICES

#### Provide and Install Pre-Cast Concrete Restrooms and Other Buildings

#### General

The awarded contractor shall provide, furnish, and install precast concrete restrooms and other building(s) as individually ordered by the County and in accordance with all direction included in Attachment 2 of this solicitation. The structures shall be delivered and placed on a contractor-provided stone foundation constructed in full accordance with manufacturer's recommendations. The building is to be provided to the contractor by the manufacturer, in conformance with the manufacturer's structural requirements, with all necessary openings specified by contractor.

Although this effort is primarily focused on structures to be installed at Lake County parks, the resulting contract may be utilized by other Lake County government departments.

All work under the contract shall be performed in conformance with all aspects of this Scope of Services and the drawings and specifications provided at Attachment 2.

Although a specific manufacturer and specific model designations are stated in Attachment 2, the County will consider equal products from alternate sources in the manner described in solicitation provision 1.24. In addition, vendors proposing alternate products are to provide engineering calculations/drawings designed and sealed by a professional engineer licensed to practice in the State of Florida in support of any proposed alternate structure.

#### **Estimated Permit Fees for the Proposed Work Stated Above.**

For each pre-fabricated (modular) building, the fees are estimated at the following levels presuming each installation falls under County jurisdiction.

Given a square footage of 228 square foot the structures should fall under the commercial minimum of \$150.00 for the structure, \$75 for the plumbing and the OTF/Trust fees of \$9.00. The estimated per unit permit fee totals \$231.76.

The Building Services Division will need plans for review before issuing permits. This process is more than a one day turn around. For questions regarding building permits please contact Building Services Division at (352) 343-9653.

## ATTACHMENT 2 INVITATION TO BID 16-0214

# SPECIFICATIONS AND DRAWINGS FOR PROVISION AND INSTALLATION OF RESTROOMS AND OTHER PRECAST BUILDINGS



**LAKE COUNTY PARKS AND TRAILS** 

#### **Table of Contents**

#### Drawings and Specifications for Restrooms and other Pre-cast Buildings Lake County, Florida

#### Section 1. Finish Options

#### Section 2. Precast Concrete Buildings

Specifications for the Precast Concrete Building

Drawing 1: 10' x 12' x 8'h storage building layout and elevation

Drawing 2: 30' x 8' x 8'h dugout layout and elevation

Drawing 3: 31' x 8' x 8'h dugout with storage layout and elevation

#### Section 3. Precast Concrete Dry Vault Restrooms

Specifications for the Precast Concrete Dry Vault Restroom

Drawing 4: Blue Ridge Single Dry Vault Restroom

Drawing 5: Sierra Outback Double Dry Vault Restroom

#### Section 4. Precast Concrete Plumbed Restrooms

Specifications for the Precast Concrete Plumbed Restroom

Drawing 6: Logan Single Plumbed Restroom

Drawing 7: Carson Double Plumbed Restroom

Drawing 8: Sierra Outback Double Plumbed Restroom

Drawing 9: Northlake Triple Plumbed Restroom

Drawing 10: The Volusia 6 stall Plumbed Restroom

Drawing 11:  $20' \times 24' \times 8'h$  Concession with Four Stall Restroom

Drawing 12: 24' x 30' x 8'h Concession with Eight Stall Restroom

#### Section 5. Site Assembled Precast Panelized Building

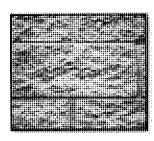
Specifications for the Site Assembled Precast Panelized Building

Drawing 13: 20' x 24' p.43

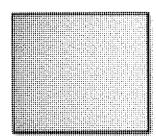
Drawing 14: 20' x 30' p.44

# Section 1

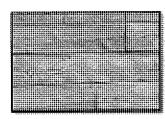
### Finish Options



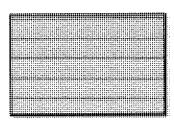
**Split Face Block** 



Stucco



Barn Board



**Lap Siding** 

Item #8.

## **SECTION 2**

#### **Precast Concrete Buildings**

Specifications for the Precast Concrete Building Drawing 1:  $10' \times 12' \times 8'$ h storage building layout and elevation Drawing 2:  $30' \times 8' \times 8'$ h dugout layout and elevation Drawing 3:  $31' \times 8' \times 8'$ h dugout with storage layout and elevation

#### PRECAST CONCRETE BUILDING

#### SPECIFICATION SHEET

#### PART 1 - GENERAL

#### 1.01 SUMMARY

Contractor or manufacturer to furnish a turn-key precast concrete building to be brought to the site in assembled modules or site assembled depending on size and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

#### 1.02 QUALITY ASSURANCE

- A. Florida DBPR Insignia required, Section 553, Part I F.S.
- B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- D. Florida Building Code 2014
- E. 1BC 2012
- F. Concrete Reinforcing Institute, "Manual of Standard Practice".
- G. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.
- H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

#### 1.03 DESIGN REQUIREMENTS

- A. Design Loads
  - 1. Seismic Design Category 'C', Importance Factor 1
  - 2. Standard Live Roof Load 60 PSF
  - 3. Standard Floor Load 250 PSF (if precast floor provided by building manufacturer)
  - 4. Standard Wind Loading ASCE 7-10 conforming to geographic area.
- B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.
- C. Floor The floor is provided with the precast building and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick

and have a looped post tension cable. Floor will have a  $\frac{1}{2}$  recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.

#### 1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- Manufacturer to provide cut sheets on all attached fixtures.

#### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand CP50. .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIXAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

## 2.02 ACCESSORIES

Doors and Frames: Shall comply with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100), and as herein specified. The building may be equipped with double 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated CECO Imperial right hand reverse metal doors with 16-gauge galvanized frames, or equal. Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint.

## A. Door Hardware:

- 1. Handle: Yale 8822 Mortise Lever Lockset
- Hinges: PB-31/NRP/26D 4 ½" x 4 ½" (chrome-plated with non-removable hinge pins), 3 per door
  or equal.
- 3. Lock Set: PDQ Industries KR116 32D (stainless steel finish) or equal.
- Surface Bolt, Upper: Cal-Royal 045901426D (satin chrome finish) or equal.
- Surface Bolt, Lower: Cal-Royal 045901426D (satin chrome finish) or equal.
- Removable Astragal: A4441/68R or equal, optional.
- Threshold: National Guard 897V60 raised interior, extruded aluminum threshold with neoprene seal or equal.

- Door Holder; Glynn-Johnson 904H US32D (stainless steel finish), overhead slide type surface mounted door holder or equal.
- 9. Drip Cap: National Guard 15D72 or equal.
- 10. Door Stop: Ives 445B26D (Inactive leaf only) or equal.
- B. 1- Solatube 160 DS 10" skylight.

#### 2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.
- C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

#### PART 3 - EXECUTION

#### 3.01 SITE PREPARATION

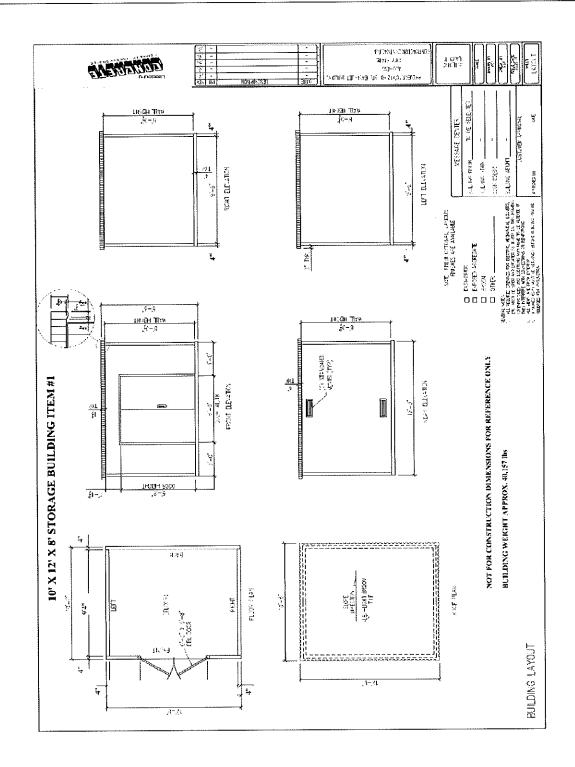
- A. Building shall bear fully on a bed of crushed 3/8"stone base that is at least one foot larger in all directions than the footprint of the building.
- B. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within ¼" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.
- C. The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode, or otherwise be undermined.

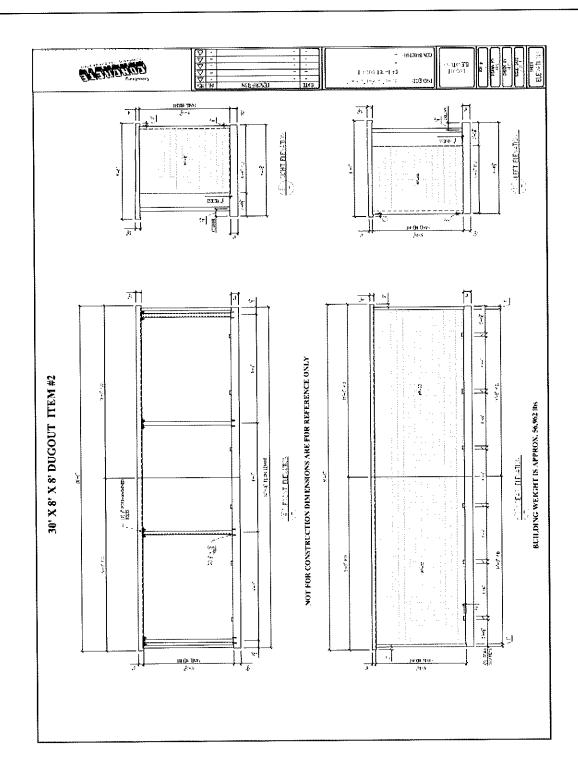
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

- D. Provide positive drainage for the fill, pad, or slab as required.
- E. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

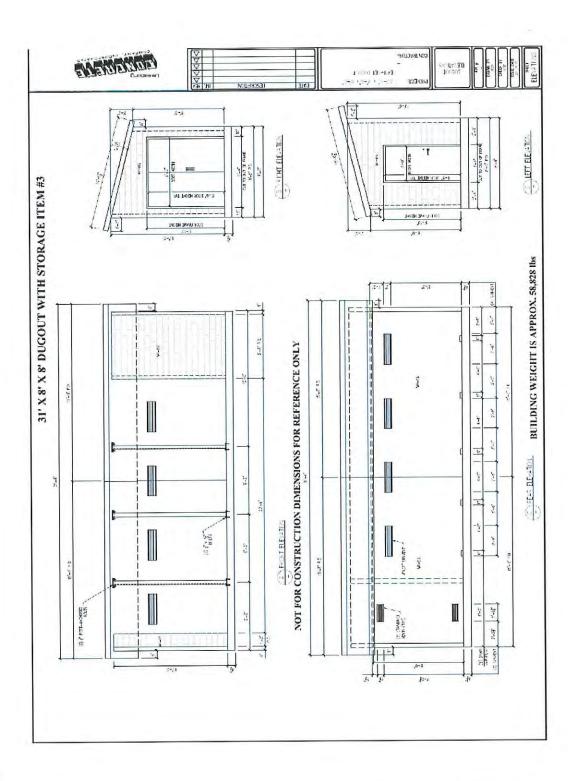
#### 3.02 ACCESS

The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.





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Item #8.

# **SECTION 3**

**Precast Concrete Dry Vault Restrooms** 

Specifications for the Precast Concrete Dry Vault Restroom Drawing 4: Blue Ridge Single Dry Vault Restroom Drawing 5: Sierra Outback Double Dry Vault Restroom

#### PRECAST CONCRETE DRY VAULT RESTROOM

#### SPECIFICATION SHEET

#### PART 1 - GENERAL

#### 1.01 SUMMARY

Contractor or manufacturer to furnish a turn-key precast concrete dry vault restroom. Building to be brought to the site in assembled modules and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for restroom vaults to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

#### 102 QUALITY ASSURANCE

- A. Florida DBPR Insignia required, Section 553, Part I F.S.
- B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- D. Florida Building Code 2014
- E. IBC 2012
- F. Concrete Reinforcing Institute, "Manual of Standard Practice".
- G. UL-752 test method level 5 for bullet resistance on concrete surfaces certified by an independent ballistic laboratory.
- H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

## 103 DESIGN REQUIREMENTS

- A. Design Loads
  - 1. Seismic Design Category 'C', Importance Factor 1
  - 2. Standard Live Roof Load 60 PSF
  - Standard Floor Load 250 PSF (if precast floor provided by building manufacturer)
  - 4. Standard Wind Loading ASCE 7-10 conforming to geographic area.
  - Designed to meet the requirements of the Americans
     With Disabilities Act Requirements and Uniform Federal Accessibility Standard including as of the
     date of these specifications.
  - Incorporates all design aspects of Sweet Smelling Technology (SST) as outlined by Brian Cook for the U. S. Forest

- Service. SST equals Fresh Air Naturally (FAN) by Easi-Set Industries. (\*In Depth Design and Maintenance Manual for Vault Toilets" July 1991 Publication No. 9123 1601)
- Has one or two, one-piece vault(s) unit(s) to support the entire building, with a one piece floor unit
  with a 150 p.s.f. load capacity.
- B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends \(\frac{1}{2}\)" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.
- C. Floor The floor covers the entire footprint of the holding tanks and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick and have a looped post tension cable. Floor will have a ½ recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.
- D. Vault Precast Concrete Vault
  - 1. Plate for vault cleanout cover will be ¼" thick diamond plate steel. Lid will be configured so that it can be locked with a padlock. Lid will be designed to resist surface runoff penetration into the vault. A neoprene gasket will be provided around the entire perimeter of the lid to provide an airtight seal.
  - Vault Coating A USFS approved black Bituthene coatings as outlined in the ("In Depth Design and Maintenance Manual for Vault Toilets" - July 1991 - Publication No. 9123 1601) will be applied to the interior walls and the bottom of the building floor which prevents hydrogen sulfite gas from attacking the concrete.
  - Sealant between vault and toilet floor to be 1"x1" Butyl Rubber Sealant. A septic tank grade neoprene gasket is also applied in between the holding tanks and floor to seal the joint.

## 1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- B. Manufacturer to provide cut sheets on all attached fixtures.

### PART 2 - PRODUCTS

## 2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand CP50, .50°, 270 KSI.
   7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-LA elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal.
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

#### 2.02 ACCESSORIES

- Doors and Frames: 16 gauge galvanized 3068 HM door and frame, 4 7/8" throat, Schlage ND series heavy duty grade 1 cylindrical lockset and LCN series 1 Closer surface mounted. All doors and frames are in accordance with NOA 10-0209.07
- 2. ADA Stainless Steel Mirror
- 3. Toilet tissue dispenser Bobrick model # BOB-2740
- Grab bar 36" Bobrick model # B 5806.99x36.
- Grab bar 42" Bobrick model # B 5806.99x42.
- 6. Soap Dispenser by Bobrick model # BOB B-2112
- 7. Wall mounted trash can by Bobrick model # BOB-279
- 8. Door signs by Hillman with Braille, Men, Women, Unisex
- ADA Compliant pit type toilet riser by Romtec Engineering 18" high, white cross linked polyethylene with heavy duty seat.
- 10. Solatube 160 DS 10" skylight in each restroom.

#### 2,03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.
- C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

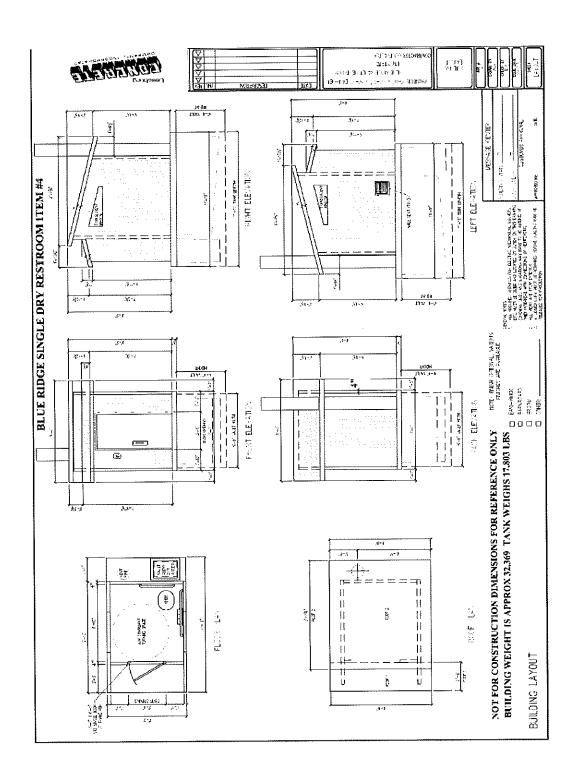
#### PART 3 - EXECUTION

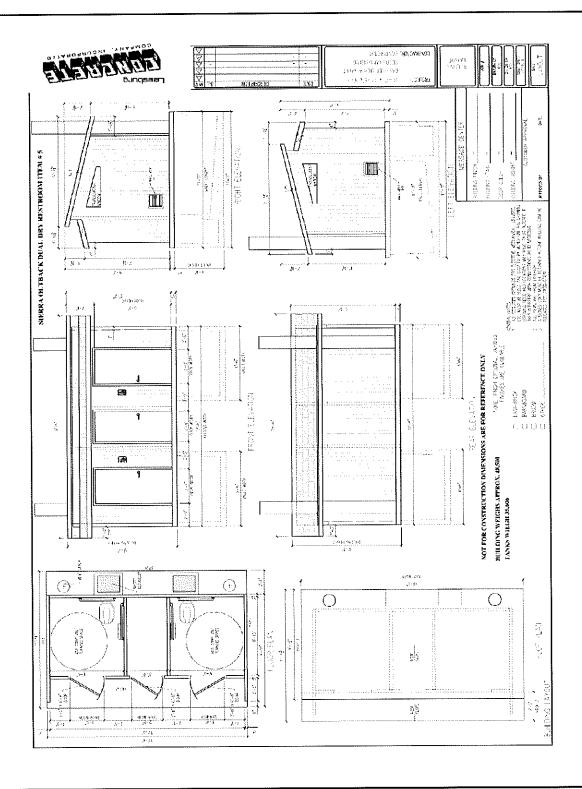
#### 3.01 SITE PREPARATION REQUIREMENTS

- A. Excavation and Elevation
  - Comply with all applicable OSHA Standards for excavation.
  - The double vault toilet requires a hole that is 16ft wide and 16ft long as measured at the bottom. Depth should be 4'-9" below desired finished floor elevation.
  - 3. Finish floor elevation will be 4-6 inches above natural grade measured at the front (entrance) of the exterior slab unless otherwise approved by the customer. The customer may specify a finish floor elevation for buildings at some sites. The contractor will install buildings at these sites with the floor elevation within ± 0.05 feet of the specified floor elevation. It is very important that the installation provides drainage away from the structure.
- B. Bedding and Compaction
  - Compact the natural ground at the bottom of the vault excavation with a minimum of three
    passes with a whacker-type mechanical compactor or equivalent approved by the customer.
  - Install sand or aggregate bedding material for leveling course. Compact leveling course with one pass with a whacker-type mechanical tamper or equivalent approved by the customer. Grade leveling course so there will be no high spots in the middle of the vault bottom. Compact with a second pass with a whacker or approved equivalent tamper.
  - Set vault in place. Backfill around structure. Use excavation material for backfill except that
    rocks larger than six inches in maximum dimensions shall not be placed within six inches of the
    exterior yault walls.
  - 4. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

#### 3.02 ACCESS

The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.





# **SECTION 4**

## **Precast Concrete Plumbed Restrooms**

Specifications for the Precast Concrete Plumbed Restroom

Drawing 6: Logan Single Plumbed Restrom
Drawing 7: Carson Double Plumbed Restroom
Drawing 8: Sierra Outback Double Plumbed Restroom

Drawing 9: Northlake Triple Plumbed Restroom
Drawing 10: The Volusia 6 stall Plumbed Restroom

Drawing 11: 20' x 24' x 8'h Concession with Four Stall Restroom Drawing 12: 24' x 30' x 8'h Concession with Eight Stall Restroom

#### PRECAST CONCRETE PLUMBED RESTROOM

#### SPECIFICATION SHEET

#### PART 1 ~ GENERAL

#### 101 SUMMARY

Contractor or manufacturer to furnish a turn-key precast concrete plumbed restroom to be brought to the site in assembled modules or site assembled depending on size and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for restroom sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

#### 1.02 QUALITY ASSURANCE

- A. Florida DBPR Insignia required, Section 553, Part I F.S.
- B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- D. Florida Building Code 2014
- E. IBC 2012
- F. Concrete Reinforcing Institute, "Manual of Standard Practice".
- UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.
- H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

## 1.03 DESIGN REQUIREMENTS

- A. Design Loads
  - 1. Seismic Design Category 'C', Importance Factor 1
  - 2. Standard Live Roof Load 60 PSF
  - Standard Floor Load 250 PSF (if precast floor provided by building manufacturer)
  - 4. Standard Wind Loading ASCE 7-10 conforming to geographic area.
  - Designed to meet the requirements of the Americans
     With Disabilities Act Requirements and Uniform Federal Accessibility Standard including as of
     the date of these specifications.
- B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.

C. Floor – The floor is provided and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick and have a looped post tension cable. Floor will have a ½" recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.

#### 1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- Manufacturer to provide cut sheets on all attached fixtures.

#### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand CP50, .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-LA elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

## 2.02 ACCESSORIES

- Doors and Frames: 16 gauge galvanized 3068 HM door and frame, 4 7/8" throat, Schlage ND series heavy duty grade 1 cylindrical lockset and LCN series 1 Closer surface mounted. All doors and frames are in accordance with NOA 10-0209.07
- 2. ADA Stainless Steel Mirror
- 3. Toilet tissue dispenser Bobrick model # BOB-2740
- 4. Grab bar 36" Bobrick model # B 5806.99x36.
- 5. Grab bar 42" Bobrick model # B 5806.99x42.
- 6. Soap Dispenser by Bobrick model # B0B B-21127. Wall mounted trash can by Bobrick model # B0B-279
- 8. Door signs by Hillman with Braille, Men. Women. Family
- Stainless steel Acorn Engineering wall mounted rectangular lavatory sink 20" x 22" model # 1953-LC-09 without valves.
- 10. Chicago Faucet model number 857-E12-665PSHABCP.
- 11. Stainless steel Acorn Engineering wall mounted rear discharge toilet model # 1675
- 12. Sloan Royal Flushometer manual flush valve.
- 13. Solatube 160 DS 10" skylight in each restroom.

## 2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.

C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

#### PART 3 - EXECUTION

## 3.01 SITE PREPARATION

- A. Contractor or Manufacturer to bring all necessary utilities to a determined centralized point so as to align with an opening in the chase floor as called out in the manufacturer's provided plans.
- B. Building shall bear fully on a bed of crushed 3/8"stone base that is at least one foot larger in all directions than the footprint of the building.
- C. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within 4" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.
- D. The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode, or otherwise be undermined.

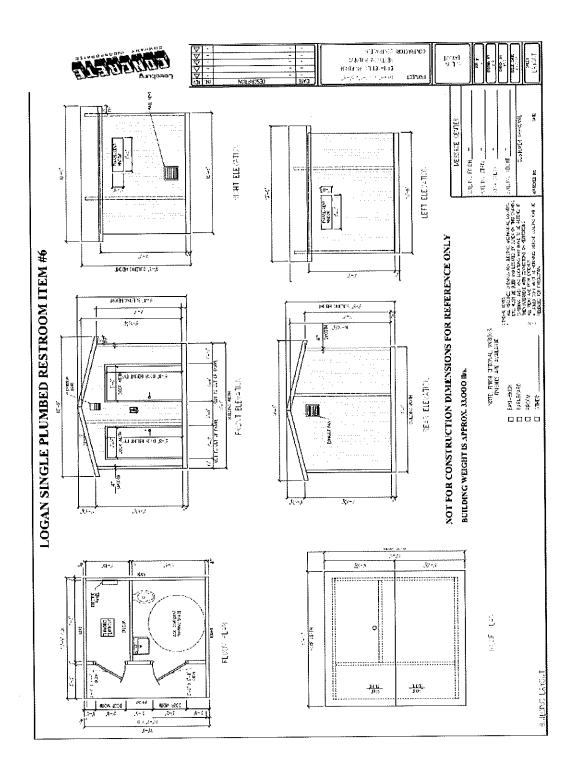
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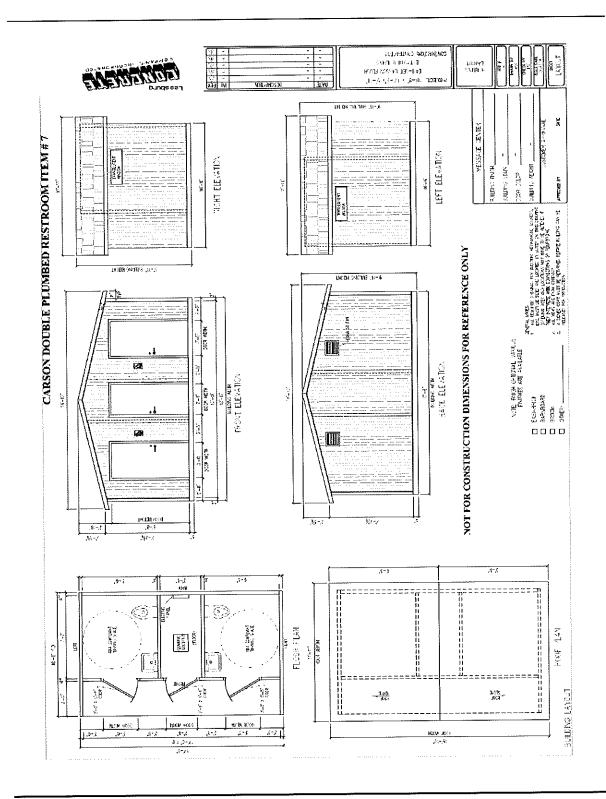
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1 $^{1}$ 0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

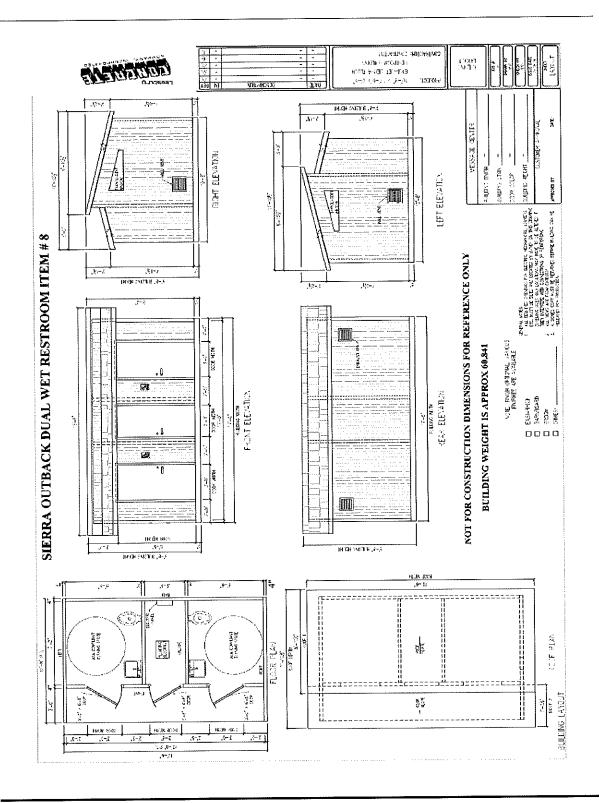
- E. Provide positive drainage for the fill, pad, or slab as required.
- F. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

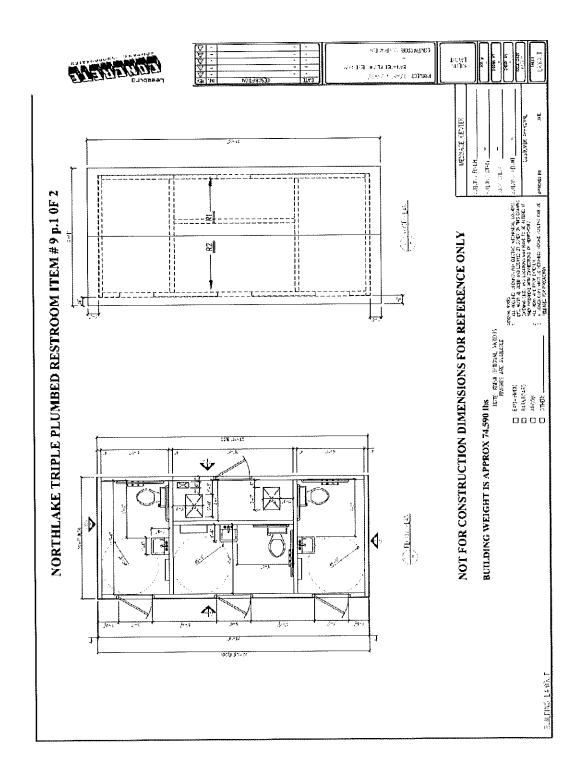
#### 3.02 ACCESS

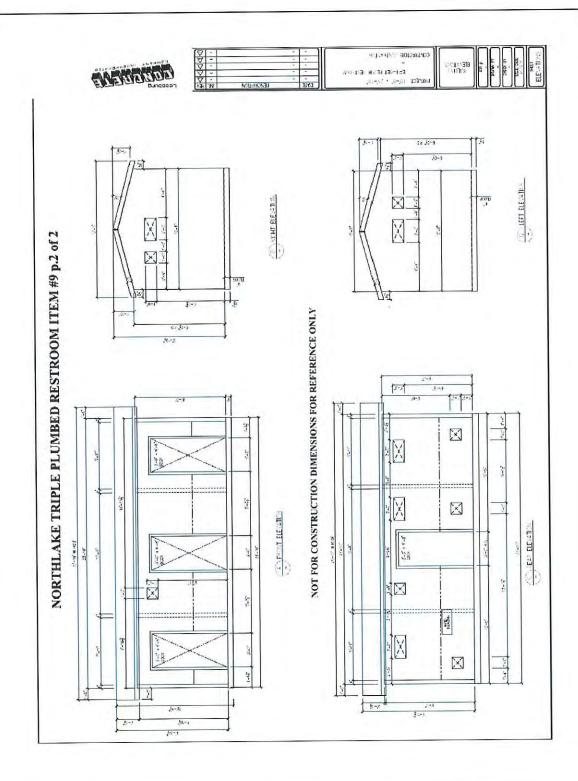
The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.

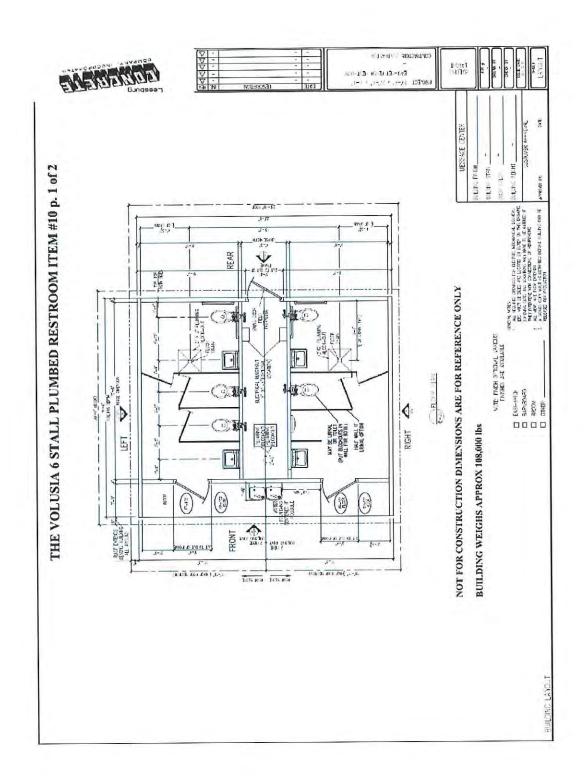


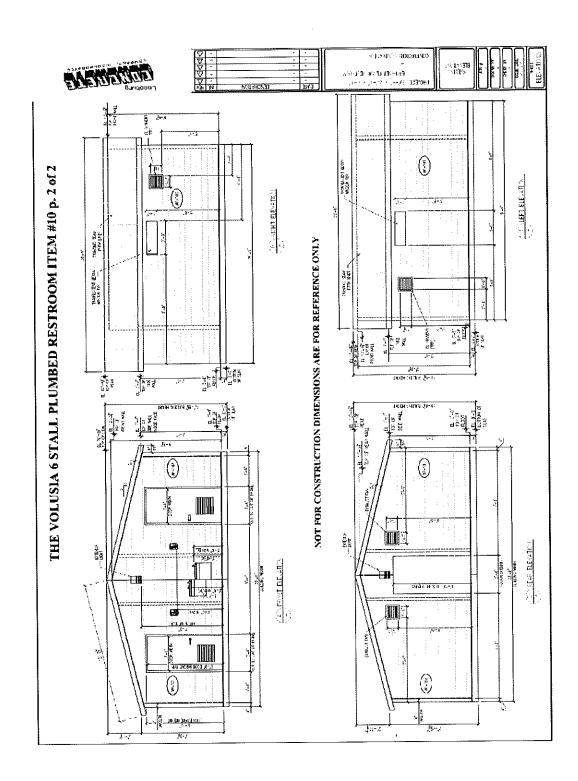


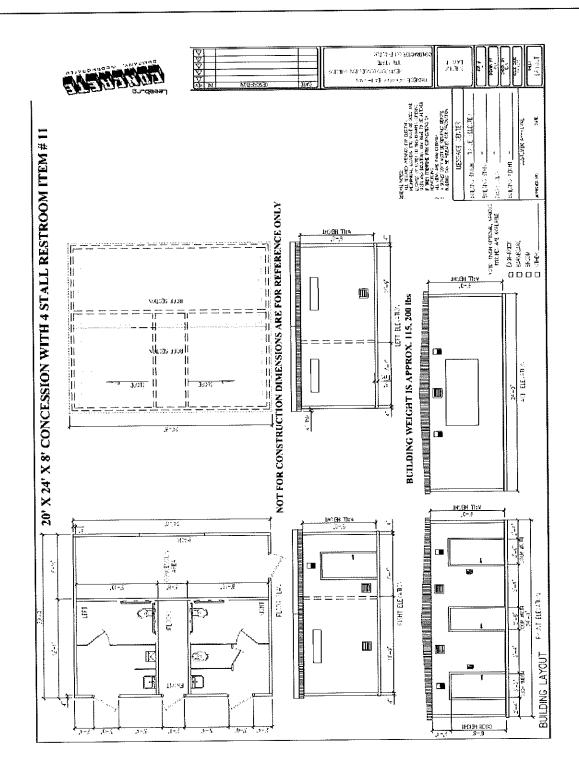


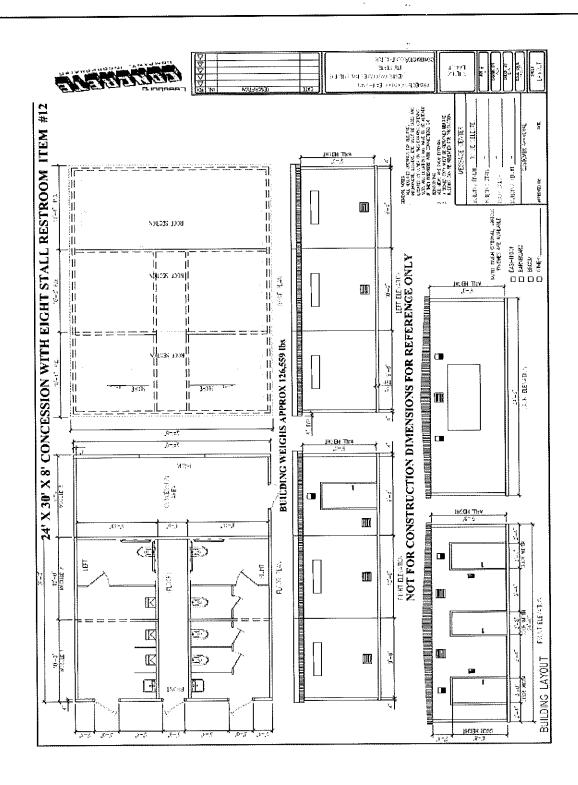












Item #8.

# **SECTION 5**

Site Assembled Precast Panelized Building

Specifications for the Site Assembled Precast Panelized Building Drawing 13:  $20' \times 24'$  p.43 Drawing 14:  $20' \times 30'$  p.44

## SITE ASSEMBLED PRECAST CONCRETE BUILDING

#### SPECIFICATION SHEET

#### PART 1 -- GENERAL

#### 1.01 SUMMARY

Contractor or Manufacturer to furnish a turn-key site assembled precast concrete building and set it upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

#### 1.02 QUALITY ASSURANCE

- A. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- B. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- C. Florida Building Code 2014
- D. IBC 2012
- E. Concrete Reinforcing Institute, "Manual of Standard Practice".
- F. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.
- G. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- 4. No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

#### 1.03 DESIGN REQUIREMENTS

Easi-Span roof and floor sections are fabricated in 10' widths and 20 or 24 foot lengths using a tri-beam post tensioning system.

- A. Design Loads
  - 1. Seismic Design Category 'C', Importance Factor 1
  - 2. Standard Live Roof Load 60 PSF
  - 3. Standard Floor Load 250 PSF (if precast floor provided by building manufacturer)
  - 4. Standard Wind Loading ASCE 7-10 conforming to geographic area.
- B. Roof: Roof panel incorporates a tri-beam post tensioned system that has a minimum of 8" slope from peak to edge. Each panel to be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along top of wall panels. Roof shall also have an integral architectural ribbed edge.
  - Option: If indicated on contract drawings, building can be made expandable with a removable ribbed fascia panel. End wall and roof must have imbeds to allow post-tensioning of additional

sections onto existing structure without de-tensioning the existing structure. Roof slabs must be designed to span the free area without internal support for intermediate modules without end

C. Keyway Roof and Floor Joints: Grout in keyways above cast in rubber Durajoint water stop with SikaFlex Floor panel or contractor supplied C.I.P. slab must have a ½" step-down around the entire perimeter to prevent water migration into the building along the bottom of wall panels.

#### **104 SUBMITTALS**

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- B. Manufacturer to provide cut sheets on all attached fixtures.

#### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning cable shall be 41K polystrand CP50, .50", 270 KSI, 7-wire strand, enclosed within a greased plastic sheath (ASTM A416). There will be a minimum of three post-tensioning cables connecting roofs and floors together to provide a watertight monolithic diaphragm.
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Optional Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

#### 2.02 ACCESSORIES

A. Doors and Frames: Shall comply with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100), and as herein specified. The building may be equipped with double 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated CECO Imperial right hand reverse metal doors with 16-gauge galvanized frames, or equal. Doors and frames shall be bondenzed and painted one coat of rust inhibitive primer and one finish coat of enamel paint.

#### B. Door Hardware:

- 1. Handle: Yale 8822 Mortise Lever Lockset
- 2. Hinges: PB-31/NRP/26D 4 ½" x 4 ½" (chrome-plated with non-removable hinge pins), 3 per door or equal.
- 3. Lock Set: PDQ Industries KR116 32D (stainless steel finish) or equal.
- Surface Bolt, Upper: Cal-Royal 045901426D (satin chrome finish) or equal.
- 5. Surface Bolt, Lower: Cal-Royal 045901426D (satin chrome finish) or equal.

- 6. Removable Astragal: A4441/68R or equal, optional.
- Threshold: National Guard 897V60 raised interior, extruded aluminum threshold with neoprene seal or equal.
- Door Holder: Glynn-Johnson 904H US32D (stainless steel finish), overhead slide type surface mounted door holder or equal.
- 9. Drip Cap: National Guard 15D72 or equal.
- 10. Door Stop: Ives 445B26D (Inactive leaf only) or equal.
- C. (1) Solatube 160 DS 10" skylight.

#### 2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form fined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.
- C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

#### PART 3 - EXECUTION

3.01 SITE PREPARATION REQUIREMENTS (Field assembled on cast-in-place floor)

OPTIONAL: Slab on grade to be designed by Engineer of Record and poured by others to a minimum 6" thick and 4,000 psi steel reinforced concrete. Slab to be level within 1/8" in both directions and capable of supporting loads imposed by the structure, with a  $\frac{1}{12}$ " step-down along the perimeter edge.

## 3.02 SITE PREPARATION (Field assembled on precast floor system)

- A. EASI-SPAN® building shall bear fully on a crushed stone base that is at least one foot larger in all directions than the footprint of the building.
- B. Stone shall be a minimum of 4° thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8° or smaller and must be screeded level within 1/4° in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.
- C. The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode, or otherwise be undermined.

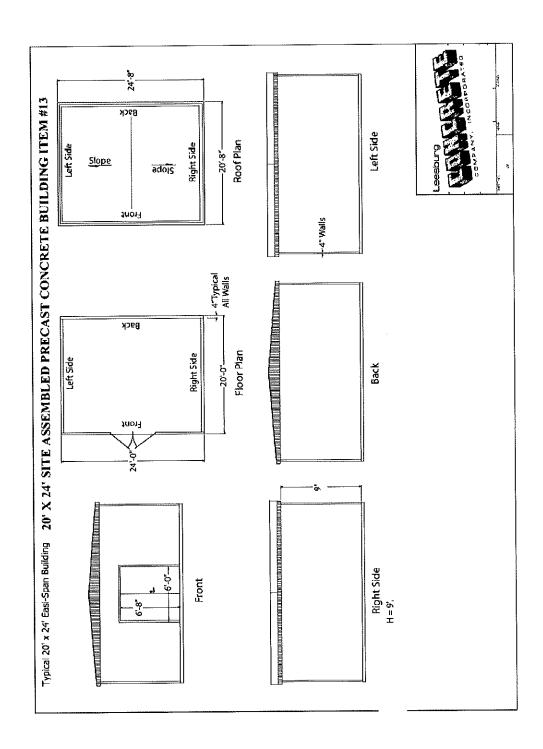
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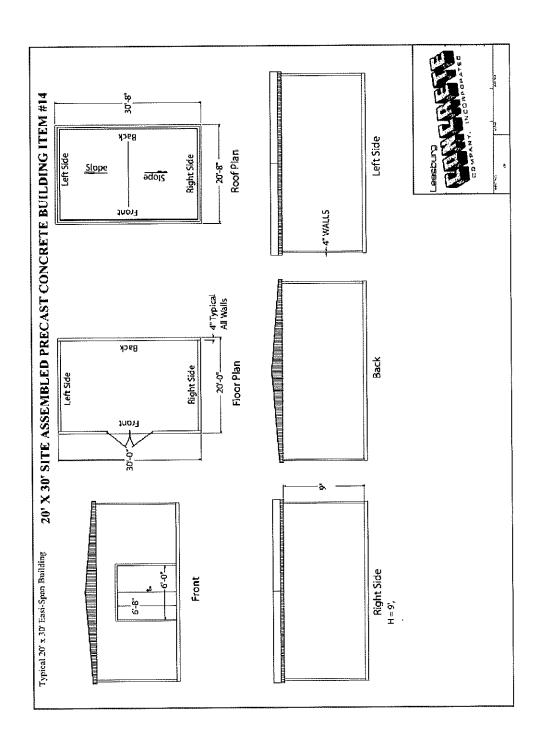
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

- D. Provide positive drainage for the fill, pad, or slab as required.
- E. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

#### 3.03 ACCESS

The contractor must provide for a level unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead lines may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.





# ATTACHMENT B: ADDENDUM



OFFICE OF PROCUREMENT SERVICES 315 WEST MAIN STREET, SUITE 441 PO BOX 7800 TAVARES FL 32778-7800 PHONE: (352) 343-9839 FAX: (352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 1

Date: March 29, 2016

Invitation to Bid (ITB) 16-0214

## Provide and Install Pre-cast Concrete Restrooms and Other Buildings

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

## This addendum DOES NOT change the date for receipt of hids or proposals.

Due to limited participation, the County hereby schedules a second mandatory pro-bid meeting at the same locations cited in ITB provision 1.4 commencing at 9:30 AM on Monday, April 4, 2016. Vendors that attended the initial meeting do not need to attend the second meeting. A copy of the attended list for the first meeting is attached hereto.

Typographical errors contained in the initial ITB are corrected as follows:

- 1. The header on pages 2 through 14 of the solicitation is amended to read ITB 16-0214.
- 2. Replacement ITB page 23, now containing the County's Reciprocal Preference certification, is attached hereto. Vendors are to use and include this replacement page in their bid response.

## Acknowledgement of Addeadum:

Firm Namo; Leesburg C	oncrete Company, Incorporated		Date:	4/11/2016
Signature:	<u> </u>	Title:	V.P.	
Typed/Printed Name:	Kirkland J. Rouse			

ADDENDUM 1, ITR Provide and Install Pro-en	t 16-0214, REPLACEMENT PAGE 23 at Concrete Restrooms and Other Buildings
her governmental agencies in the State of F niract shall be responsible for its own pure served by it. [X] Yes. [] No (Check one)	lorida? Each governmental agency desiring to accept to utilize this hases, and shall be liable only for materials or survices ordered and
ertification Regarding Pelany Conviction	
	rming equivalent duties, of the bidding entity been convicted of a [Xi No (Check one)
onflict of Interest Disclosure Certification coupt as listed below, no employee, officer, or	r agent of the firm has any conflicts of interest, real or apparent, due to is associated with this project; and, this bid is made without prior any comporation, firm, or person submitting a proposal for the same
	N/A
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# KROUSE @ Lessburgionante Com reconsecutions E-MAIL Opering Date: 13 Apr 16 Pre-Bid Date: 29 Mar 16 C.O.: B. Schwarfzman 352 784 4177 Whopie's Vender In Individual Laging 3 the 787-5540 PHONE/FAX LAKE COUNTY OFFICE OF PROCUREMENT SERVICES SIGN-IN SHEET Leasterny Concents Cottal 1335 Thomas few Closury ADDRESS Project Title: Pre-Casr Rest Rooms and Other Building Purpose of Meeting: Mandatory Pre-Bid Meeting COMPANY NAME TB16-0214 X DOUSE Project Number: NAME



OFFICE OF PROCUREMENT SERVICES 315 WEST MAIN STREET, SUITE 441 PO BOX 7800 TAVARES FL 32778-7800 PHONE: (352) 343-9839 FAX: (362) 343-9473

www.lakegovernment.com

#### ADDENDUM NO. 2

Date: April 5, 2016

Invitation to Bid (ITB) 16-0214

## Provide and Install Pre-cast Concrete Restrooms and Other Buildings

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

## This addendum DOES NOT change the date for receipt of bids or proposals.

The second mandatory pre-bid meeting was completed as scheduled by ITB addendum 1 (attended list attached), with the following comments or question/answers provided as follows:

#### General

The second meeting commenced with a general review of solicitation terms and conditions, with no changes or revisions made in any regard. The issue of a 60 day performance period after issuance of a notice-to-proceed for each individual installation was discussed and re-confirmed. The road bed requirement in specification paragraph 3.0 was discussed with the vendor asked to submit that question in writing (see question/answer 2 below). A question arose regarding soil boring and related ground support to structures. The County advised there should be no issue in this regard at any specific site given the specified construction process. This discussion resulted in question/answer 1 below. In response to inquiry, the County confirmed there would be no grounding required as most of the sites will not involve electrical infrastructure. In response to inquiry, it was confirmed that the posts installed around the restroom at the Astatula boat ramp had been installed by Parks personnel.

#### Questions and Answers

The following questions and answers are provided in response to previous and current written questions:

Question 1: Soil conditions

Being that these are new site locations and no soil logs to verify, if no-suitable soils are found during excavation and/or failure to be able to get required compaction will a change order be issued to correct issue.

Answer 1: The County will insure the site is ready for installation.

Question 2. Under the specification sheet my item 3.0 to access. This calls out for the contractor to install or affirm that there will be a firm roadbed with turns that allow 65 foot low bed tractor-trailer must be provided directly to the site. When the question was asked at the pre-bid it was stated that most of these buildings will be on sites that have already been constructed and should not be an issue. If this would come up, what is the allotted distance that we need to figure or will this he a change order site specific?

Answer 2: County will provide adequate access for equipment to within 30' of project area.

Question 3: Can you please provide clarification on the following Additive Accussories and Options (pages 21 and 22 of the Invitation to Bid)

Question 3n: Under pricing Item 2: Dyson Air Blade AB04-120-G Hand Dryer — Dyson also makes an AB14-120-G model which is not as quiet as the AB04, but it less expensive. Please confirm that the AB04-120-G is correct model #.

Answer 3a: AB04-120-G is the correct model # and should be used for the base bid. An approved equal can also be offered by the vendor with the County reserving the right to choose.

Question 3b: Under Pricing Items 4 to 8: Please confirm whether or not faucets and/or flush valves need to be included in price. If faucets should be included please provide model number for either push button faucet or handle faucet. We generally price/supply Sloan flush valves. If flush valves should be included, please confirm that Sloan is an acceptable manufacturer.

Answer 3b: This is a turn key operation therefore faucets and flush valves are required. Push

button faucets are preferred; Delta brand or approved equal are acceptable. Please see photo of existing faucets. Sloan brand or other approved equal flush valves are acceptable.

# Acknowledgement of Addendum: Firm Name: Leesburg Concrete Company, Incorporated Date: 4/11/2016 Signature: Title: V.P. Typed/Printed Name: Kirkland J. Rouse



Page 71 of 74
S:\DOCUMENT\2016\PROCUREMENT\16-0214 Restrooms and Precast Buildings\16-0214 ITB Precast Restrooms Agreement\_LRG 6.10.16.docx

## ATTACHMENT C: PRICING

## SECTION 4 - PRICING/CERTIFICATIONS/SIGNATURES

TTB Number: 16-0214

## ITB TITLE: PROVIDE AND INSTALL PRE-CAST CONCRETE RESTROOMS

#### NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).
- The vendor shall not alter or amend any of the information (including, but not limited to stated units
  of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in
  the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated
  Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document,
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <a href="http://www.lakecountyfl.gov">http://www.lakecountyfl.gov</a> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor.

## ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part I	I, whichever applies
Part I:	
The bidder must list below the dates of issue	for each addendum received in connection with this ITB:
Addendum #1, Dated:	March 29, 2016
Addendum #2, Dated:	
Addendum #3, Dated:	
Addendum #4, Dated:	
PartII:	
No Addendum was received in connecti	on with this ITB.

# \* Revised price to accompany letter 05/19/16 PRICING SECTION

# Specification Section 2: Provide and Install Precast Concrete Buildings

Item 1: 10' x 12' x 8'h storage building Total \$ 39,984.

Item 2: 30' x 8' x 8'h dugout Total \$ 44,175.

## \* Revised price to accompany letter 05/19/16

SECTIO	ON 4 – PRICING/CERTIFICATIONS/SIGNATURES	·	1TB Number: 16-0214
Item 3:	31' x 8' x 8'h dugout with storage	Total	\$ <u>55,564.</u>
Specific	ation Section 3: Provide and Install Precast Concrete I	Dry Vau	lt Restrooms
Item 4:	Blue Ridge Single Dry Vault Restroom	Total	\$ <u>42,261.</u>
Item 5:	Sierra Outback Double Dry Vault Restroom	Total	\$ <u>68,456.</u>
Specific	ation Section 4: Provide and Install Precast Concrete l	Plumbe	d Restrooms
Item 6:	Logan Single Plumbed Restroom	Total	\$ 59,227.
Item 7:	Carson Double Plumbed Restroom	Total	\$_79,129
Item 8:	Sierra Outback Double Plumbed Restroom	Total	<b>\$</b> 79,188.
Item 9:	Northlake Triple Plumbed Restroom	Total	<u>\$ 104,983.</u> *
Item 10	: Volusia 6 stall Plumbed Restroom	Total	\$ <u>119,000.</u>
Item 11	: 20' x 24' x 8'h Concession with Four Stall Restroom	Total	<b>\$ 143,963.</b>
Item 12	: 24' x 30' x 8'h Concession with Eight Stall Restroom	Total	\$ <u>186,545.</u>
Specifi	cation Section 5: Provide and Install Site Assembled P	rccast P	anelized Building
Item 13	: 20' x 24' Site Assembled Panelized Building	Total	<u>\$ 62,326.</u>
Item 14	1: 20' x 30' Site Assembled Panelized Building	Total	\$ <u>71,962.</u>
	Total price for Items 1 through 1	4: \$ <u>1,1</u>	56,763. *
Additi	ve Accessories and Options (Provide and Install)		
1.	Xelerator Hand Dryer Model XLBW	\$	507
2.	Dyson Air Blade ABO4-120-G Airblade Hand Dryer	\$ <u>_1</u> ,	.836.
3.	2 Ton Bard HVAC with Heat and thermostat	\$3	.004
4,	Kohler china Soho White wall mounted sink	\$	323.
5.	American Std Model # 3695.128 rear discharge toilet	\$	529.

SECT	ION 4 - PRICING/CERTIFICATIONS/SIGNATURES	ITB Number: 16-0214
6.	Stainless steel urinal Acom Engineering # 1709HEU	\$ <u>1,502.</u>
7.	Stainless steel pit toilet Acorn Engineering #2131	\$_2,094.
8.	Kohler K4991-ET-0 Bardon china urinal	\$350
9.	Koala Kare Baby Chauging St model # KKP-KB200-00	\$ 324.
10.	Electrical Package to include:  - 100 Amp panel with GE 12 circuit  - 24 space 100 Amp Main Breaker Load Center  - Interior lights (3 each)  - Portfolio 26.5 inch white fluorescent with light diffusing  - Exterior — (2) - Utilitech Pro 180 2-head motion activate  - GFCI outlet (1 ea)  Price for each additional interior light: \$\frac{220}{155}\$.  Price for each additional GFCI outlet: \$\frac{155}{155}\$.	\$_1,900.  shield. flood light.
11.	SA 12" Centrifugal fiberglass exhaust fan, assume electric is provided in building.	<u>\$ 282.</u>
12.	4" deep concrete sidewalk with Fibermesh priced per sqft.	: \$
13.	6" deep concrete sidewalk with Fibermesh priced per sqft	: \$7.
14.	200 Ton Crane Upcharge, 50' reach, per installation effor	t: \$ <u>3,125.</u>
Ві	lor's Florida License Type and Number: State of Florida	-Mfg License 8760009503 Impany, Inc. CBC1254153
• 14 • 13 • 6 • 7	igning this Bid the Bidder Attests and Certifics that: It satisfies all legal requirements (as an entity) to do business. The undersigned vendor acknowledges that award of a contetermination by the County that the vendor has the capaciterform the contract. The bidder hereby certifies that it understands all requirement the undersigned individual is duly authorized to execute contract(s) and/or other transactions required by award of this	tract may be contingent upon a ty and capability to successfully ents of this solicitation, and that te this bid document and any
Ven	tification Regarding Acceptance of County Electronic Pa dor will accept payment through the County's VISA- based \[ \] No	yable Process electronic payment system: X
This	chasing Agreements with Other Government Agencies section is optional and will not affect contract award. I cosed contract, would you sell under the same terms and compared to the same terms.	f Lake County awarded you the conditions, for the same price, to



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2016

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 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	CONTACT Connie Russell					
Lassiter-Ware Insurance of Leesburg	PHONE (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: ConnieR@lassiter-ware.com					
1317 Citizens Blvd.						
	INSURER(S) AFFORDING COVERAGE	NAIC #				
Leesburg FL 34748	INSURER A :Amerisure Mutual Insurance	23396				
INSURED	INSURER B : Amerisure Insurance Company	19488				
Leesburg Concrete Company, Incorporated	INSURERC: Insurance Company of the West	27847				
1335 Thomas Ave.	INSURER D:					
	INSURER E :					
Leesburg FL 34748	INSURER F:					

COVERAGES CERTIFICATE NUMBER: 15/16 Master 15/16 WC 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.

NSR LTR	TYPE OF INSURANCE	ADDL S	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s			
	GENERAL LIABILITY						EACH OCCURRENCE	\$	2,000,000		
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000		
A	CLAIMS-MADE X OCCUR	х	Y	CPP2080348	12/22/2015	12/22/2016	MED EXP (Any one person)	\$	10,000		
Ρ.	X XCU			7.2					PERSONAL & ADV INJURY	\$	2,000,000
	X Contractual						GENERAL AGGREGATE	\$	2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000		
	POLICY X PRO-							\$			
	AUTOMOBILE LIABILITY	-11					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000		
в	X ANY AUTO	ALL OWNED SCHEDULED AUTOS Y NON-OWNED X Y CA20664400501 12/22/2015 12/22/201		BODILY INJURY (Per person)	\$						
Б			12/22/2016	BODILY INJURY (Per accident)	\$						
				PROPERTY DAMAGE (Per accident)	\$						
							PIP	\$	10,000		
-	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	3,000,000		
A	EXCESS LIAB CLAIMS-MADE				1.000		AGGREGATE	\$	3,000,000		
	DED X RETENTION\$ 0			CU20664430502	12/22/2015	12/22/2016		s			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y					X WC STATU- TORY LIMITS OTH- ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	S	1,000,000		
	(Mandatory in NH)		N/A	N/A	WFL502640401	5/1/2015	5/1/2016	E.L. DISEASE - EA EMPLOYEE	s	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
A	Leased/Rented Equipment			CPP2080348	12/22/2015	12/22/2016	Limit		150,000		
A	Installation Floater			CPP2080348	12/22/2015	12/22/2016	Limit:		143,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ITB Number 16-0214

The certificate holder is an additional insured for premises operations under the terms and conditions of the general liability policy with respects to work being performed by the named insured as required by written contract. This insurance shall be primary and non-contributory to the general liability. The Workers Compensation, General Liability & Business Auto policies contains a Waiver of Subrogation in favor of the certificate holder. Cancellation for all policies except WC: Cancellation: Thirty (30) day's notice except for Ten (10) day's notice for non-payment of premium.

#### CERTIFICATE HOLDER

Lake County, A Political Subdivision of the State Florida, And the Board of County Commissioners P O Box 7800

Tavares, FL 32778-7800

#### 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** 

Mitch Wiley/VIVR

W teled W

Page 150

Mail - Mike Null - Outlook

10/1/2020

#### **Public Restroom Company**

#### Ted Munley <ted@PublicRestroomCompany.com>

Wed 9/30/2020 2:46 PM

To: Mike Null <mnull@greencovesprings.com>

3 attachments (21 MB)

PS-022-19.4.pdf; 1. PRB Brochure v.20.pdf; Installation in 3 Days (1pg).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.

Mike.

Thank you for taking the me to speak with me today. I have a. ached the informallon we discussed. Please feel free to reach out with any questions or if you need additional informallon. Thank you again.

The attached PS-022 with start at \$130k and max out at around \$145K. This is an installed price. This include all design, engineering, state approved plans, delivery and installa@on. The building would need to be ordered immediately to have a realis@c chance of hitting the 12/30 deadline. Please let me know if this date changes.

#### Thank you,

Ted Munley | Regional Sales Manager



2587 Business Parkway | Minden, NV 89423 P: 888-888-2060 Ext 103 | f: 888-888-1448 www.PublicRestroomCompany.com | Ted@publicrestroomcompany.com

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Item #8.

Item #8.



## MODULAR CONNECTIONS, LLC

1090 Industrial Blvd. Bessemer, AL 35022 205-980-4565 Fax 877-903-6335

September 30, 2020

**City of Green Cove Springs** 

321 Walnut Street Green Cove Springs, FL 32043

904-297-7098 mnull@greencovesprings.com

Quotation #: RR-TR-20939 Sales Rep: Tom Rohn trohn@modularconnections.com

## **Project Reference: Prefabricated Restroom Structure 10X18**

This document outlines the production details and pricing for the supply of a prefabricated concrete restroom structure by Modular Connections, LLC. This proposal is contingent upon the items disclosed in the General Product Information Section A and the Proposal Terms & Conditions Section D below.

## A) Proposal Qualifiers

**Supply Disclosure.** The pricing offered herein is subject to revision for any equipment/vendor and finish preferences that deviate from the items described in the Product Configuration Summary Section B.

**Basis of Supply.** The structure proposed will be a standard product design that features:

- 4" thick exterior walls of steel rebar reinforced concrete
- a UL752 Level 4 (single shot from 30.06 caliber rifle at 15 feet) ballistic rating for the concrete wall panels only
- 150 PSF floor load, 60 PSF roof load (each uniformly distributed)
- ◆ 150 MPH wind load
- seismic rating Category D
- a 2-Hour fire rating per UBC
- welded structural connections
- non-exposed structural seals
- manufactured in N.P.C.A. certified facility

## **B) Product Configuration Summary**

#### I. Structure

- one (1) 10'0"WOD x 18'0"LOD module with porch feature and painted concrete interior finish
- roof profile side wall cast gable with two 4" thick concrete roof panels
- interior height not less than 8'0"
- interior partition walls 4" thick concrete
- user areas two (2) separate, single user areas designated Men's & Women's (both ADA compliant)
- fixtures one (1) toilet and one (1) sink in each user area
- estimated transportation weight 50,000 lbs. per module

## II. Finishes (exterior & interior)

- exterior wall panels standard BASF MasterProtect HB300SB coating over broom smoothed concrete
- roof panel(s) raised rib, exposed fastener, colored metal roofing panels with eave and rake finish trim
- interior walls and ceiling Sherwin Williams Promar interior latex paint
- door frames and bodies paint over metal primer
- interior floor urethane paint with non-slip texture added

Purchaser to have choice of color scheme (single or contrasting) for the wall panels, door & door trim from BASF MasterProtect standard color offerings. Secondary roof panel colors from manufactures standard color offerings.

## III. Doors & Windows

- user area entry two (2) exterior insulated steel door units (16-gauge frame, 18-gauge door), outswing, 3'0"W x 7'0"H size, cylinder prepped, aluminum pull handles, aluminum door push plates, finish/weather proofing trim and hydraulic door closer
- user area door locks two (2) cylinder, classroom function (key lock exterior side only)
- service entry one (1) exterior insulated steel door unit, outswing, 3'0"W x 7'0"H size, mortise prepped and hydraulic door closer
- service door lock one (1) lever handle mortise with removable core
- natural lighting windows two (2) each to be 16"x32" opaque glass blocks (one window per user area)

## IV. Electrical

- distribution panel one (1) 120/240-volt, single phase, 60 Hz, 100-amp main breaker, 30 position with enclosure & breakers
- distribution exposed PVC conduit, boxes, fittings, and clamps in user areas, exposed EMT conduit, boxes, fittings, and clamps in service area with conductor for lighting, receptacle and mechanical circuits
- user area convenience receptacles two (2) GFCI duplex
- service area convenience receptacles one (1) GFCI duplex surface mounted

## V. Heating, Cooling & Ventilation

- use ventilation two (2) in line, motion activated (via lighting circuit) electric fan, grills, and ducting to one (1) louvered exhaust vent with two (2) door mounted, 12" x 12" louvered intake vents
- freeze protection one (1) wall mounted 2 kW electric forced air heater with thermostat control in service area

## VI. Lighting

- user area overhead motion activated dual bulb 48" damp location fluorescent
- service overhead switch controlled dual bulb 48" damp location fluorescent
- exterior two (2) photocell-controlled LED fixtures

ve Springs 9/30/2020 Item #8.

#### VII. Plumbing Fixtures

- toilets two (2) wall mounted, commercial grade, white china, elongated bowl, siphon jet style with hinged plastic seat
- toilet valves two (2) exposed, manual, low consumption flush
- sinks two (2) wall mounted, commercial grade, white china with 4" centers
- sink faucets two (2) push button, slow closing, metering

## VIII. Accessories & Amenities

- ADA support bar(s) stainless steel with hardware as required
- toilet tissue dispensers two (2) wall mounted, stainless steel, multiple roll
- paper towel dispenser two (2) wall mounted center pull
- soap dispensers two (2) 40 oz. stainless steel, push button liquid soap
- mirrors two (2) wall mounted, stainless steel framed 18"x36" size
- hot water supply one (1) 6-gallon electric compact tank style
- user area floor drains two (2) 2" with covers
- service water one (1) interior keyed bib

## Prices Quoted Are Your Cost Each - FOB Bessemer, AL

## C) Pricing Information

10' WOD x 18' LOD x 8' HID Restroom	\$	61,975.00
Logistics Coordination Fee Estimate of delivery freight cost (billed at actual cost)	\$ \$	450.00 4,550.00

Assumed delivery destination is to be Green Cove Springs, FL Area.

#### Off-loading and set-up BY OTHERS

## **Optional Items**

Supply custom formed exterior finish pattern\$	9,850.00
Supply two (2) sensor controlled forced air hand dryers\$	1,610.00
two station ADA chilled water fountain (exterior mounted)\$	4,025.00
Supply concealed, sensor controlled flush valves\$	1,320.00
Baby Changing Station (Each)\$	515.00

Please note, NO Interior finish or insulation is included in our standard design. This means restroom building must be winterized during the cold season. If local codes require freeze protection/insulation we can add an interior finish and heaters at an additional cost.

Item #8.

# WORK PERFORMED BY OTHERS – NOT INCLUDED IN PROPOSAL

- A) Any Site Preparation / Grading
- **B)** Foundation Installation
- C) Site Utility Prep Electric/Water/Waste Water
- D) Site Utility Terminations to Building Electric/Water/Waste Water
- E) Soil Borings Soil Reports
- F) Custom Foundation Design For Rock or Poor Soil Conditions (less than 2,500psf soil bearing capacity)
- G) Roadways to or within the site locations. Ground is assumed to be adequate to support large truck equipment with adequate turning radius for exit
- H) No Site Work of Any Kind is Included In This Proposal

## D) Proposal General Terms and Qualifiers

**Scope of Work.** The scope of work covered under this proposal is limited exclusively to the following:

- 1) manufacture of the structure module(s)
- 2) supply of an approved foundation design
- 3) transportation of module(s) to a site designated by purchaser

All site preparation, foundation construction/installation, structure installation and on-site utility terminations to be supplied by purchaser.

## D) General Terms and Conditions

**Certifications.** Modular Connections, LLC will comply with State Building Programs where required. Local/municipal inspections/approvals, including site inspections, building permits, and zoning approvals, are purchaser's responsibility. Contact Modular Connections for availability and pricing if additional engineering, engineer seals or drawings are required.

**Completion & Delivery.** Estimated delivery date of structure is generally 19-21 weeks from date of receipt of purchaser approval of design/engineering drawings. Purchaser should allow 5-6 weeks for submission of drawing package from Modular Connections. Delays arising from end user or state regulatory agency approvals are beyond the control of Modular Connections, LLC and may extend the estimated lead time of approval drawings.

**Engineering.** Upon receipt of customer approval of design submittals by Modular Connections, LLC, this proposal includes up to three (3) PE sealed analysis packages. Additional engineering analysis packages will be \$650 each.

**Freight.** The freight/delivery charges shown are estimates only and assume that satisfactory hiway/road conditions exist to transport the structure to a site designated by purchaser and that said site is accessible, is capable of supporting heavy loads and will allow for the ingress/egress of the transport equipment. Additional costs incurred as a result of inadequate site conditions and accessibility will be borne by purchaser.

Quotation No. RR-1R-20939 City of Green Cove Springs 9/30/2020

**Crane**. The crane charges shown are estimates only and assume accessible site conditions with no overhead, underground and/or peripheral obstructions. The estimate shown is based upon a lift radius (center of crane to center of foundation) of 30 feet. Additional crane cost incurred due to inadequate site conditions and/or accessibility conditions and/or increased radius dimensions will be invoiced to purchaser.

**Commercial Terms.** Formal purchase orders or sales agreements are contingent upon a review of purchaser's credit by Modular Connections, LLC. Progress invoicing and payment will be required. A 1/3<sup>rd</sup> of the structure price will be invoiced at submittal of design drawings, another 1/3<sup>rd</sup> of the structure price will be invoiced at substantial completion and the balance of the structure price will be invoiced on the date structure is ready for shipping. Commercial terms for all invoices will be Net 30 days. Payment for the first and second invoice amounts must be received by Modular Connections, LLC before structure will be released for shipping. Amounts not paid as agreed will incur a Service Charge of 1.5% per month for as long as they remain unpaid.

A Storage Fee of \$5 per day will be assessed to Buyer for each day of shipping delay caused by Buyer. Storage fees will begin on the 61st day after the original planned Goods shipping date established during the design submittal process. Should Modular Connections have to initiate any legal action on any unpaid invoices, purchaser will be responsible for all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by Modular Connections to collect monies billed by and owed to Modular Connections.

**Taxes.** All pricing is exclusive of applicable sales, use, excise, or contractor taxes. If structure purchase transaction is subject to such taxes, purchaser will reimburse Modular Connections, LLC for any such taxes/fees, together with any interest and penalties that may be imposed by any taxing authority. If structure purchase transaction is exempt from such taxes/fees, purchaser must provide Modular Connections, LLC with proof of exemption (such as an exemption certificate) at the time the purchaser places the order.

**Warranty.** Concrete module(s) will carry a one (1) year structural and workmanship warranty. All peripheral components, equipment and accessories included will carry their original manufacturers' warranties.

**Validity.** This pricing proposal is valid for a period of sixty (60) days from the date of this letter.

Purchasing Information Modular Connections, LLC

Attn: Illia Ayers 1090 Industrial Blvd. Bessemer, AL 35022 PH: 205-980-4565

FX: 877-903-6335

**Quotation Prepared by** 

Tom Rohn OF: 205-203-0982 FAX: 877-903-6335

trohn@ModularConnections.com



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting MEETING DATE: February 16, 2021

**FROM:** Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of the Engineer's Recommendation of Award to Williams Industrial

Services, LLC, in the amount of \$15,426,644.33, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

## **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 buydowns 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.

## FISCAL IMPACT

\$15,426,644.33 from the Wastewater CIP Budget

## RECOMMENDATION

Approve the Engineer's Recommendation of Award to Williams Industrial Services, LLC, in the amount of \$15,426,644.33, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.



580-1 WELLS ROAD

ORANGE PARK, FL 32073

PHONE: (904) 278-0030

FAX: (904) 278-0840 WWW.MITTAUER.COM

## **BID OPENING**

DEP SRF HARBOR ROAD WRF EXPANSION, PH. 2 SRF AGREEMENT NO. WW100421 CITY OF GREEN COVE SPRINGS, FLORIDA MITTAUER & ASSOCIATES, INC. PROJECT NO. 8905-56-1 FEBRUARY 2, 2021; 2:00 P.M.

BIDDER'S NAME	TOTAL BASE BID	ADD. ALT. NO. 1 - LINE CREW BUILDING	ADD ALT. NO. 2 - SITE PAVING REPLACEMENT
Adams Robinson Construction	18,94,000	1,045,000	40,000
Petticoat-Schmitt Civil Contractors, Inc.	16501,900	1,453,000	23,000
Randall/WPC Industrial Contractors	16,371,386	1,461,255	30,000
Reynolds Construction	16,750,000	1,300,000	40,000
Sawcross, Inc.	15,365,000	1,395,000	26,000
TLC Diversified	15,902,500	1,139,777	17,500
Wharton-Smith, Inc.	18,347,000	1,490,000	25,000
Williams Industrial Services, LLC	4,482,299.58	903,109.09	41,235,66
SK HOUSELE	111	71091	11
	Y		



February 10, 2021

580-1 WELLS ROAD ORANGE PARK, FL 32073 PHONE: (904) 278-0030

> FAX: (904) 278-0840 WWW.MITTAUER.COM

Mayor and City Council City of Green Cove Springs 321 Walnut Street Green Cove Springs, FL 32043

RE:

Engineer's Recommendation of Award

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 Mayor and City Council Members:

On February 2, 2021, eight (8) bids were received in response to the City's Advertisement for Bids on the DEP SRF Harbor Road WRF Expansion, Ph. 2 project. We have reviewed the bids and have found the below listed Contractor to be low bidder for this project. Attached is a copy of the Certified Bid Tabulation which we have prepared. Contingent upon approval by the Florida Department of Environmental Protection and your attorney, as well as receipt of proper bonds and insurance certificates, we recommend that the project be awarded as follows:

CONTRACTOR:

Williams Industrial Services, LLC

591 Pickettville Road Jacksonville, FL 32220 Tel: (904) 696-9994 Fax: (904) 696-9957

Email: mmorgan@wisgrp.com

TOTAL AWARD AMOUNT:

\$15,426,644.33 (Base Bid plus Additive Alt. Nos. 1 and 2)

We look forward to continuing our services on the Construction Phase of this project. As always, we remain available to answer any questions.

Sincerely yours,

Mittauer & Associates, Inc.

Jason R. Shepler, P.E.

Vice President of Environmental Services

JRS/pj Enclosure 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 CERTIFIED BID TABULATION
Bids Received by 2:00 p.m. on February 2, 2021
Page 1 of 1

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	1	2	3	4	5	6	7	8
201	Williams Industrial Services, Inc.	Sawcross, Inc.	TLC Diversified, Inc.	WPC Industrial Contractors and Randall Environmental, Inc., a Joint Venture	Petticoat-Schmitt Civil Contractors, Inc.	Reynolds Construction, Inc. d/b/a Reynolds Construction of Florida, LLC	Wharton-Smith, Inc.	Adams Robinson Enterprises, Inc.
Total Base Bid Price	\$14,482,299.58	\$15,365,000.00	\$15,902,500.00	\$16,371,386.00	\$16,501,900.00	\$16,750,000.00	\$18,347,000.00	\$18,971,000.00
Additive Alt. No. 1 (Line Crew Building)	\$903,109.09	\$1,395,000.00	\$1,139,777.00	\$1,461,255.00	\$1,453,000.00	\$1,300,000.00	\$1,490,000.00	\$1,045,000.00
Total Base Bid + Add. Alt. No. 1	\$15,385,408.67	\$16,760,000.00	\$17,042,277.00	\$17,832,641.00	\$17,954,900.00	\$18,050,000.00	\$19,837,000.00	\$20,016,000.00
Additive Alt. No. 2 (Site Paving Replacement)	\$41,235.66	\$26,000.00	\$17,500.00	\$30,000.00	\$23,000.00	\$40,000.00	\$25,000.00	\$40,000.00
Total Base Bid + Add. Alt. No. 1 + Add. Alt. No. 2	\$15,426,644.33	\$16,786,000.00	\$17,059,777.00	\$17,862,641.00	\$17,977,900.00	\$18,090,000.00	\$19,862,000.00	\$20,056,000.00



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting MEETING DATE: February 16, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval to surplus diesel backup generator at the Harbor Road WWTF. Scott

Schultz

## **BACKGROUND**

The diesel generator at the Harbor Road WWTF has failed and a portable generator is being used in its place. The new Harbor Road facility has a new generator and the old one (which has failed) is being decommissioned as part of the new Consolidated Advanced WWTF.

## FISCAL IMPACT

Funds received will be returned to the Wastewater Department Budget / Fund

## RECOMMENDATION

Approve the surplus of the old auxiliary generator at the Harbor Road WWTF.



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session MEETING DATE: February 16, 2021

**FROM:** Mike Null

SUBJECT: City Council approval to issue a Purchase Order to Heart Utilities in the amount of

\$215,000 to construct electric system improvements along Green Cove Ave and Roberts St.

Andy Yeager

## **BACKGROUND**

The materials for this project are being purchased under the DEO Grant that was awarded to the City last year to install electric service to the industrial area north of town on CR 315. This portion of the project will allow the load servicing the Reynolds Industrial Park area to be shifted from Chapman Circuit # 1 to Chapman Circuit # 2. This freed capacity on Chapman Circuit #1 will then be available to serve the industrial area on CR 315.

This project is also part of the larger plan to extend Chapman Circuit #2 north of Governors Creek. This will provide backup, capacity and redundancy for all customers north of Governors Creek (providing the long-awaited Magnolia Point Third Feed). There is another item being presented this evening to construct improvements on Houston St that also ties into this project. The City has also completed Phase I and is awaiting award of Phase II (construction) of a FEMA HMGP grant to fund 75% of the portion of this larger project that will place the two circuits under the Creek and underground from Grove Street to Harbor Road.

Staff initially solicited a quote from IRBY Construction to complete this job along Green Cove Ave and Roberts St with the intent of issuing a Change Order to their existing contract under which they are installing the third circuit from Chapman into town. However, the pricing seemed too high, so staff approached Heart Utilities to provide a quote. Heart's quote was more than \$40,000 lower. This quote is much more in line with what staff was expecting.

Staff requests that City Council approve the issuance of this purchase order outside of the formal purchase process as allowed in Chapter 5 of the City Purchasing Policies and Procedures Manual – 2019. The justification for this is because "to render notice and bidding [would be] impractical or unlikely to produce valid or cost effective bids, as judged by the City Council and approved by separate action thereof based upon the best interest of the City." This exception is supported by the following:

- IRBY was the lowest of six competitive bidders for construction of the Chapman third feed project. The next lowest price was over 50% higher.
- Heart's quote for this job is significantly lower than IRBY's.
- In order to advertise and competitively bid this project, the City would need to have an engineer design the project which would cost an estimated \$30,000. The cost would be further increased due to payment and performance bonds and other items that are required in formal bid contracts.

## FISCAL IMPACT

Funding for this project is available in the FY 21 Electric Department CIP budget as approved. \$375,000 has been allocated in the budget for Reynolds Park Improvements with no specific project listed. This funding is in the regular Electric CIP, or "non-loan" funds.

## RECOMMENDATION

Approve issuance of a Purchase Order to Heart Utilities in the amount of \$215,000 to construct electric system improvements along Green Cove Ave and Roberts St.

Office: 904-695-3383 Fax: 904-695-3385





January 29, 2021

RE: Green Cove Springs on Green Cove Ave.

Attention: Mr. Andy Yeager

SUBJECT: Install new overhead line and pole change out on Green Cove Ave. in Green Cove Springs.

Labor, Equipment:

Total Price: \$215,000

IRBY 255,712.00

Hennt 215,000.00

Difference 40,712.00

## **Inclusions:**

Install 24- 60' wood poles

Install new overhead wire as shown on drawing

• Install new anchors as shown on drawing

Install all necessary hardware

Dead end existing overhead wire

Remove existing poles

Install new switches and transformers as shown on drawing

## **Exclusions:**

- \* Grassing or Sodding
- \* Permitting.
- \* Private locates and Private Utilities
- \* Supplying of material
- \* Install underground conduit
- \* Surveying and layout
- \* Testing
- \* Engineering fees
- \* Supplying or installing Electrical Gear or Switch Pit
- \* MOT or traffic control

**Notes:** This quote is valid for 60 days and payment terms are net 30 days.

#### Tom Brown

Sr. Project Manager Heart Utilities of Jax



## Absolute Performance . . .

IRBY Construction Company
P.O. Box 180819
Richland, MS 39218-0819
Main (601) 709-4729 (IRBY)
Fax (601) 960-7231
Internet: www.irbyconst.com
Street Address:
318 Old Highway 49 South
Richland, MS 39218-9449

1/19/2021

Mr. Joe Hansford Electric Superintendent Green Cove Springs 321 Walnut Street Green Cove Springs, FL 32043

RE: Chapman Feeder Three (3) Rebuild

green cove av

Dear Joe Hansford,

Irby Construction Company appreciates the invitation to offer our proposal for construction of the above referenced project. Our price to provide the necessary labor and equipment to construct the Chapman Feeder Three (3) Rebuild as detailed in the attached prints is \$255,712.00 and is contingent on the following clarifications.

- Proposal is valid for sixty (60) days.
- Proposal is based upon mutually agreeable terms and conditions.
- Pricing does not include MOT.
- Price does not include doing the UG scope on the South end of the project.
- Pricing is based on spreading spoils on site.
- Irby is not responsible for pre-existing contaminated soils, or latent site conditions.
- All material is provided by others.
- Price includes returning retired materials to Green Cove Springs facility.
- Price does not include SWPPP.
- Price includes back dragging of the area disturbed by trenching. All other restoration done by others.
- Notice: This proposal is contingent on a lack of impact by the Coronavirus National Emergency. Given the existence of the coronavirus pandemic, Irby will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Irby reserves its right to seek an excusable extension of time if Irby or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract, we intend to seek additional costs associated with the suspension.

Irby Construction Company is a wholly owned subsidiary of Quanta Services, Inc. If you have any questions or require additional information, please do not hesitate to call me or Matt Stewart at 601-842-9715 or e-mail <a href="mailto:mstewart@irbyconstruction.com">mstewart@irbyconstruction.com</a>. Irby Construction sincerely appreciates the opportunity to provide this pricing and we look forward to continued dialogue about this project.

Thanks,

Tim Halsey 813-8386510

thalsey@irbyconstruction.com



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session MEETING DATE: February 16, 2021

**FROM:** Mike Null

**SUBJECT:** City Council approval to issue a Purchase Order to Heart Utilities in the amount of

\$262,000 to construct electric system improvements along Houston St. Andy Yeager

## **BACKGROUND**

The materials for this project are being purchased under the DEO Grant that was awarded to the City last year to install electric service to the industrial area north of town on CR 315. This portion of the project will allow the interconnection and switching of loads between Chapman Circuit # 1 and Chapman Circuit # 2 for reliability, redundancy and to improve restoration times in the event of an outage for the entire City.

This project is also part of the larger plan to extend Chapman Circuit #2 north of Governors Creek. This will provide backup, capacity and redundancy for all customers north of Governors Creek (providing the long-awaited Magnolia Point Third Feed). There is another item being presented this evening to construct improvements on Green Cove Ave that also ties into this project. The City has also completed Phase I and is awaiting award of Phase II (construction) of a FEMA HMGP grant to fund 75% of the portion of this larger project that will place the two circuits under the Creek and underground from Grove Street to Harbor Road.

Staff initially solicited a quote from IRBY Construction to complete this job along Houston St with the intent of issuing a Change Order to their existing contract under which they are installing the third circuit from Chapman into town. However, the pricing seemed too high, so staff approached Heart Utilities to provide a quote. Heart's quote was more than \$43,000 lower. This quote is much more in line with what staff was expecting.

Staff requests that City Council approve the issuance of this purchase order outside of the formal purchase process as allowed in Chapter 5 of the City Purchasing Policies and Procedures Manual — 2019. The justification for this is because "to render notice and bidding [would be] impractical or unlikely to produce valid or cost effective bids, as judged by the City Council and approved by separate action thereof based upon the best interest of the City." This exception is supported by the following:

- IRBY was the lowest of six competitive bidders for construction of the Chapman third feed project. The next lowest price was over 50% higher.
- Heart's quote for this job is significantly lower than IRBY's.
- In order to advertise and competitively bid this project, the City would need to have an engineer design the project which would cost an estimated \$30,000. The cost would be further increased due to payment and performance bonds and other items that are required in formal bid contracts.

## FISCAL IMPACT

Funding for this project is available in the FY 21 Electric Department CIP budget as approved. \$800,000 has been allocated in the budget for Magnolia Point Third Feed and this project is a portion of that feed. This funding is included in the "loan" portion of the Electric CIP.

## RECOMMENDATION

Approve issuance of a Purchase Order to Heart Utilities in the amount of \$262,000 to construct electric system improvements along Houston St.

Office: 904-695-3383 Fax: 904-695-3385





February 1, 2021

RE: Green Cove Springs on Houston St

Attention: Mr. Andy Yeager

SUBJECT: Install new overhead line on Houston St from Orange St. to substation on **Houston in Green Cove Springs.** 

Labor, Equipment:

**Total Price: \$262,000** 

IRBY 305,127.00

## **Inclusions:**

Install 32-50/' 55' wood poles

Install 1-55' concrete poles

Install 4 transformer banks

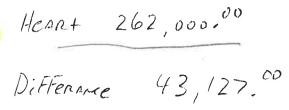
Install 5 set of 600AMP switches

- Install 3- Runs of 3-477 overhead primary cable for 4083'+-
- Install 1- Run of neutral line overhead for 4083+-
- Install 870 of 1/0 triplex .
- Install 536' of #2 triplex .
- Install 930' of #6 duplex
- Install all necessary hardware
- Dead end existing overhead wire
- Remove existing poles
- Remove existing overhead wire
- Install 4 sets of LA
- Install 12 sets of anchors and guy wire

## **Exclusions:**

- \* Grassing or Sodding
- \* Permitting.
- \* Private locates and Private Utilities
- \* Supplying of material
- \* Install underground conduit
- \* Surveying and layout
- \* Testing
- \* Engineering fees
- \* Supplying or installing Electrical Gear or Switch Pit
- \* MOT or traffic control

**Notes:** This quote is valid for 60 days and payment terms are net 30 days.





## Absolute Performance . . .

IRBY Construction Company
P.O. Box 180819
Richland, MS 39218-0819
Main (601) 709-4729 (IRBY)
Fax (601) 960-7231
Internet: www.irbyconst.com
Street Address:
318 Old Highway 49 South
Richland, MS 39218-9449

## 1/27/2021

Mr. Joe Hansford Electric Superintendent Green Cove Springs 321 Walnut Street Green Cove Springs, FL 32043

## RE: Houston St. Reconductor Project

Dear Joe Hansford,

Irby Construction Company appreciates the invitation to offer our proposal for construction of the above referenced project. Our price to provide the necessary labor and equipment to construct the Houston St. Reconductor Project with MOT as detailed in the attached prints is \$370,140.00, \$305,127.00 without MOT, and is contingent on the following clarifications.

- Proposal is valid for sixty (60) days.
- Proposal is based upon mutually agreeable terms and conditions.
- Pricing is based on spreading spoils on site.
- Irby is not responsible for pre-existing contaminated soils, or latent site conditions.
- All material is provided by others.
- Price includes returning retired materials to Green Cove Springs facility.
- Price does not include SWPPP or matting.
- Price includes restoration to rough grade, final restoration if required by others.
- Notice: This proposal is contingent on a lack of impact by the Coronavirus National Emergency. Given the existence of the coronavirus pandemic, Irby will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Irby reserves its right to seek an excusable extension of time if Irby or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract, we intend to seek additional costs associated with the suspension.

Irby Construction Company is a wholly owned subsidiary of Quanta Services, Inc. If you have any questions or require additional information, please do not hesitate to call me or Matt Stewart at 601-842-9715 or e-mail <a href="mailto:mstewart@irbyconstruction.com">mstewart@irbyconstruction.com</a>. Irby Construction sincerely appreciates the opportunity to provide this pricing and we look forward to continued dialogue about this project.

Thanks,

Tim Halsey 813-8386510

thalsey@irbyconstruction.com



## STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council MEETING DATE: February 16, 2021

**FROM:** Michael Daniels, AICP, Planning & Zoning Director

**SUBJECT:** Award of Bid LC 2021-01 for GIS Design Consultant to develop a comprehensive online

mapping system pursuant to the City's contract with the Department of Economic Opportunity for the Community Planning Technical Assistance Grant *Michael Daniels* 

## **BACKGROUND**

Bid LC 2021-01 was opened on February 4, 2021, and there were five qualified bidders who responded to this project. A selection committee was organized to review each proposal; this committee consisted of the following staff members: IT Director Angel Alicea, Engineering Technician Greg Bauer, Planning Director Michael Daniels, Planning Technician Heather Glisson, and Police Chief Derek Asdot.

The selection committee reviewed the proposals and ranked them as noted in Table 1. Bidders included: Geographic Technologies Group (GTG), Bruce Harris & Associates (BHA), England-Thims & Miller, Inc. (ETM), Pickett and Associates (PA), and SK International (SKI).

**Table 1. Ranking of Bidders** 

	Angel Alicea	Greg Bauer Michael Daniels Heather Gliss		Heather Glisson	Derek Asdot
1	GTG*	GTG	GTG	GTG	GTG
2	ETM*	ВНА	ETM	ETM	ВНА
3	ВНА	ETM	ВНА	ВНА	ETM
4	PA	PA	SKI	PA	PA
5	SKI	SKI	PA	SKI	SKI

<sup>\*</sup>GTG and ETM were tied in scores done by Angel Alicea, however, he stated GTG should be ranked first when asked.

## FISCAL IMPACT

The funds for this project (\$40,000) have been awarded to the City by the Florida Department of Economic Opportunity (DEO) as part of the Community Planning Technical Assistance Grant, Agreement #P0402 (attached).

## RECOMMENDATION

Staff recommends the award of Bid LC 2021-01 to Geographic Technologies Group (GTG).

# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF GREEN COVE SPRINGS AND

THIS AGREEMENT is awarded and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021 between the CITY of Green Cove Springs, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "CITY" and Geographic Technologies Group, 1202 Parkway Drive, Goldsboro, NC 27534 hereinafter referred to as the "CONTRACTOR".

#### **WITNESSETH**

**WHEREAS**, the CITY desires to obtain the professional services of said CONTRACTOR to provide and perform services as further described hereinafter as design consultant for GIS project.

WHEREAS, the CONTRACTOR hereby certifies that they have been granted and possesses all necessary, valid, current licenses/certifications to do business in the State of Florida and in the CITY of Green Cove Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement; and

**WHEREAS**, the CONTRACTOR has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, all parties hereto agree with all terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a Contract shall exist between both parties consisting of:

#### **ARTICLE 1.00 - DEFINITIONS**

The following are definitions for the terms associated with this Agreement and are provided to establish a common understanding, between the parties, regarding the intended usage, application, and interpretation of same.

- **1.01 AGREEMENT** As it relates to the requirement of the work contemplated herein, this Agreement shall include **Exhibit A** and any documentation by reference, and shall constitute the entire agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto, for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this agreement.
- **1.02 AMENDMENTS** Any additions, modifications or alterations made to this agreement. All amendments shall be made in accordance with Article 23.00.
- <u>"CONTRACTOR"</u> the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services as required under the covenants, terms and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONTRACTOR shall also include any employees of the CONTRACTOR, and any SUB-CONTRACTORs or employees thereof, who are engaged by the CONTRACTOR for the purpose of performing professional services pursuant to this Agreement.
- **1.04 "CITY"** a political subdivision of the State of Florida, and any official and/or employees thereof, who shall be duly authorized to act on the CITY'S behalf, relative to this Agreement.

- **1.05 "PARTIES"** CITY and the CONTRACTOR as defined hereinabove.
- <u>"PROFESSIONAL SERVICES"</u> all services, work, materials and other professional, technical and administrative activities as set forth in <u>Exhibit A</u>, which are necessary to be provided and performed by the CONTRACTOR and its employees, and any and all sub-consultants and sub-CONTRACTORs the CONTRACTOR may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions contained herein.
- <u>"PROJECT MANAGER"</u> the CITY's Planning and Zoning Director or his designee. The PROJECT MANAGER shall be responsible for acting on behalf of the CITY to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements as set forth in this Agreement, or any AMENDMENT(S) hereto. The PROJECT MANAGER shall also serve and act on behalf of the CITY, to provide direct contact and communication between the CITY and the CONTRACTOR, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONTRACTOR, pursuant to this agreement, and any Amendment(s) hereto. The PROJECT MANAGER shall also review and approve any and all requests, submitted by the CONTRACTOR, for payment of services performed, pursuant to this Agreement.
- <u>"SUB-CONTRACTOR"</u> any individual or firm who offers professional services to the CONTRACTOR, to assist providing and performing the professional services, work and materials for which the CONTRACTOR is contractually obligated, responsible and liable to provide and perform under this Agreement. The CITY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any Agreement entered by the CONTRACTOR and any and all SUB-CONTRACTORS.

## 1.09 ADDITIONAL DEFINITIONS - RESERVED

## **ARTICLE 2.00 - SCOPE OF PROFESSIONAL SERVICES**

The CONTRACTOR agrees to provide to the CITY the services identified in **Exhibit A** under the price schedule contained therein.

#### **ARTICLE 3.00 - TERM**

The Agreement Term shall commence upon execution of this agreement and shall end on June 30, 2021.

#### **ARTICLE 4.00 FUNDING**

This Agreement or any amendments hereto shall be subject to fund availability under the Florida Department of Economic Opportunity.

## **ARTICLE 5.00 - OBLIGATIONS OF THE CONTRACTOR**

The obligations of the CONTRACTOR, with respect to the services provided herein, shall include, but not be limited to, the following:

## 5.01 LICENSES

The CONTRACTOR agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses/certifications as required to do business in the State of Florida and the CITY of Green Cove Springs, including, but not limited to, licenses required by any State Boards, or other governmental agencies, responsible for regulating and licensing the professional services provided and performed by the CONTRACTOR pursuant to this Agreement.

## 5.02 PERSONNEL

- (I) Qualified Personnel The CONTRACTOR agrees to employ and/or retain only qualified personnel where, under Florida law, requires a license, certificate of authorization, or other form of legal entitlement, to practice such services.
- (2) CONTRACTOR's Project Manager The CONTRACTOR agrees to employ and designate, a qualified professional to serve as its Project Manager. The CONTRACTOR's Project Manager

shall be authorized to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed, pursuant to this Agreement, and/or any Amendment(s) hereto. The CONTRACTOR'S Project Manager shall have full authority to bind and obligate the CONTRACTOR on any matter arising under this Agreement or any Amendment(s) hereto, except upon express written agreement of the CITY. The CONTRACTOR agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services performed by the CONTRACTOR, throughout the entire term of this Agreement and any extension hereof. The person or individual selected, by the CONTRACTOR, to serve as its Project Manager is subject to prior approval and acceptance of the CITY.

(3) Sub-CONTRACTORs – If the CONTRACTOR utilizes SUBCONTRACTORs to assist in providing and performing the professional services, CONTRACTOR will solicit and consider Minority-Owned Businesses.

## 5.03 STANDARDS OF PROFESSIONAL SERVICE

The CONTRACTOR agrees to provide and perform the professional services set forth in this Agreement, or any Amendments hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies, of any governmental agencies which may regulate, or have jurisdiction over the professional services to be provided and/or performed by the CONTRACTOR, pursuant to this Agreement.

#### 5.04 INDEMNIFICATION

- (I) The CONTRACTOR shall be liable for any and all damages, losses, and expenses incurred by the CITY caused by the errors, omissions, negligence, or delay(s) of the CONTRACTOR or by any sub-consultant(s) and/or SUBCONTRACTOR(s) engaged by the CONTRACTOR in providing, performing and furnishing services, work and materials pursuant to this Agreement.
- (2) The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the CONTRACTOR'S errors, omissions, negligence, or delay(s), or those of any and all sub-consultants and/or SUBCONTRACTORs engaged by the CONTRACTOR during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Amendments thereto.

#### 5.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter and except for the provisions of paragraphs 17 and 18 below, the CONTRACTOR agrees not to divulge, furnish or make available, to any third party, without the express written permission of the CITY, any non-public information, where such information has not been properly subpoenaed, concerning the services rendered by the CONTRACTOR.

#### ARTICLE 6.00 - OBLIGATIONS OF THE CITY

## 6.01 AVAILABILITY OF CITY INFORMATION

At the CONTRACTOR'S request to the PROJECT MANAGER, the CITY agrees to make available all pertinent information, known by the CITY to be available, to assist the CONTRACTOR in providing and performing the professional services required herein. Such information may include, but not be limited to, customer billing information, consumption records, other related data. The CONTRACTOR shall be entitled to reasonably rely on the accuracy and completeness of such information.

## 6.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The CITY agrees that the PROJECT MANAGER shall be available within a reasonable period, with reasonable prior notice, given by the CONTRACTOR, to meet and/or consult with the CONTRACTOR on matters pertaining to the professional services to be provided hereunder. The CITY further agrees that the PROJECT MANAGER shall respond, within a reasonable period, to written requests submitted by the CONTRACTOR.

#### ARTICLE 7.00 - COMPENSATION AND METHOD OF PAYMENT

#### 7.01 COMPENSATION AND METHOD OF PAYMENT

For the professional services performed by the CONTRACTOR, pursuant to this agreement, the CITY hereby agrees to pay the CONTRACTOR per the pricing schedule shown in **Exhibit A.** The Contractor shall be allowed one approved draw per month during the term of the contract. Payments are net 30 per State quick pay rules.

## 7.02 PAYMENT WHEN SERVICES ARE TERMINATED

- (I) In the event of termination of this Agreement by the CITY and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (I) all services performed prior to the effective date of termination; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement.
- (2) In the event of termination of this Agreement, due to the fault of the CONTRACTOR or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (I) all services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement. Any such payments shall be subject to a set-off, for any damages incurred by the CITY, resulting from delays occasioned by the termination.

## 7.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the CITY suspends the professional services required to be performed, by the CONTRACTOR, pursuant to this Agreement, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of suspension and shall pay the costs thereto as set forth in Section 7.01 of this agreement.

#### ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

#### 8.01 TIMELY ACCOMPLISHMENT OF SERVICES

The timely and expeditious completion, by the CONTRACTOR, of all professional services provided under this Agreement, or any Amendments hereto is expected. The CONTRACTOR agrees to employ an adequate number of personnel throughout the period of this Agreement, and any extension hereof, so that all professional services to be provided, pursuant to this Agreement, or any Amendments hereto will be provided, performed and completed in a timely and expeditious manner. Time of completion agreed to for this project is June 30, 2021.

Should the CONTRACTOR not be able to complete the services for a project in accordance with the Scope of Services and Schedule agreed to in the **Deliverables**, the CONTRACTOR shall provide the PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the PROJECT MANAGER, it shall then become the schedule for the project. Requests for changes to **Deliverables** that are denied by the PROJECT MANAGER shall be further reviewed as proposed contract Amendments pursuant to Article 23.00.

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#### 8.02 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONTRACTOR fail to commence, provide, and/or perform any of the professional services required, pursuant to this Agreement, in a timely, continuous, diligent, professional and expeditious manner, the CITY may consider such failure as justifiable cause to terminate this Agreement.

## **ARTICLE 9.00 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further agrees that no person having any such conflict of interest shall be employed or engaged by the CONTRACTOR for performance hereunder.

If the CONTRACTOR, for itself and on behalf of its SUBCONTRACTORs, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONTRACTOR shall promptly bring such potential conflict of interest to the CITY'S attention in writing. The CITY will decide in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONTRACTOR and the CONTRACTOR shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONTRACTOR accepts such a representation without obtaining the CITY'S prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONTRACTOR agrees to promptly terminate such new representation. CONTRACTOR shall require each sub-CONTRACTOR to comply with the provisions of this Section. Should the CONTRACTOR fail to advise or notify the CITY, as provided herein above, of representation, which may, or does, result in a conflict of interest, or should the CONTRACTOR fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

#### ARTICLE 10.00 - ASSIGNMENT/TRANSFER

Any assignments or transfer of rights, benefits or obligations hereunder shall only be allowed if approved as an amendment pursuant to Article 23.00.

#### **ARTICLE 11.00 - APPLICABLE LAW/VENUE**

This Agreement shall be governed by the ordinances of the CITY of Green Cove Springs, the laws, rules, and regulations of the State of Florida, procedural and substantive, and applicable federal statutes, rules and regulations. The venue for any and all litigation, arising under this Agreement, shall lie in Clay County, Florida.

#### **ARTICLE 12.00 - WAIVER OF BREACH**

Waiver by the CITY, of a breach of any provision of this Agreement, by the CONTRACTOR, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

## **12.01 JURY TRAIL WAIVER**

Each Party waives the right to trail by jury on any issues or suits arising hereunder.

#### **ARTICLE 13.00 - INSURANCE COVERAGES**

#### 13.01 GENERAL REQUIREMENTS

The CONTRACTOR shall purchase and maintain such insurance meeting the requirements of the CITY of Green Cove Springs and as will protect it from claims set forth below which may arise out

Page 5 of 11

of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts:

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR or (2) by any other person; and

Claims for damages because of injury to or destruction to tangible property, including loss of use resulting there from.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Upon award, the bidder shall provide a certificate of insurance providing at least thirty (30) calendar days guaranteed written notice of cancellation and the CITY listed as an additionally insured with the following minimums:

Workmen's Comprehensive: meeting State Statutes

Product Liability: \$ 100,000 single/\$ 500,000 aggregate
General Liability: \$ 100,000 single/\$ 500,000 aggregate
Commercial General Liability: \$ 1,000,000 combined single limit

Automobile Liability: \$500,000 combined single limit

Owned Hired Non-owned

Current Form/Comprehensive Form

**Premises Operations** 

**Explosion and Collapse Hazard** 

**Underground Hazard** 

Products/Completed Operations Hazard

Contractual Insurance

Broad Form Property Damage Independent CONTRACTORs

The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the CITY, the CONTRACTOR, and SUBCONTRACTORS as their may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENT to fully complete the PROJECT.

The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provision, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarity to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

Insurance for WORK to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious, mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the CITY. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the CITY.

The CITY shall be specifically included as an additional insured. This does not pertain to workers compensation.

All certificates of insurance must be on file with, and approved by, the CITY before the commencement of any work activities.

#### **ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONTRACTOR**

The duties and obligations imposed on the CONTRACTOR, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

#### ARTICLE 15.00 - REPRESENTATION OF THE CITY

The CONTRACTOR, in performing the professional services required pursuant to this Agreement, or any Amendments hereto, shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement or any Amendments hereto.

The CITY will neither assume nor accept any obligation, commitment, responsibility or liability, which may result from a representation by the CONTRACTOR, which is not specifically provided for and or authorized by this agreement or any Amendments hereto.

#### **ARTICLE 16.00 - MAINTENANCE OF RECORDS**

The CONTRACTOR shall maintain adequate records and supporting documentation, applicable to all services, work, information, expenses, costs, invoices and materials, provided and performed, pursuant to the requirements of this Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of natural expiration or termination of this Agreement.

The CITY and its authorized agents shall, after providing reasonable notice, have the right to audit, inspect and copy all such records and documentation, as often as the CITY deems necessary during the term of this Agreement, and during the five (5), year period thereafter, as required above, provided that

Page 7 of 11

such activity is conducted during normal business hours and at the expense of the CITY.

#### **ARTICLE 18.00 - PUBLIC RECORDS REQUIREMENTS**

Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

The CONTRACTOR, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject othe provisions of Chapter 119, Florida Statutes, made or received by the CONTRACTOR in conjunction with this Contract. Specifically, the CONTRACTOR 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 by the CONTRACTOR.
- (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 City's point of contact for all Public Records requests is Erin West, City Clerk, ewest@greencovesprings.com.

The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY a copy of the CONTRACTOR's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the CITY.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONTRACTOR CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

#### **ARTICLE 19.00 - HEADINGS**

The HEADINGS of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit or change any of the provisions contained herein.

#### **ARTICLE 20.00 - RESERVED**

#### **ARTICLE 21.00 - NOTICE AND ADDRESS OF RECORD**

#### 21.01 NOTICE BY CONTRACTOR TO CITY

All notice to the CITY, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CITY, address of record:

The City of Green Cove Springs
City Hall - Finance Department – Attn: Laurie Griffin
321 Walnut Street
Green Cove Springs, Florida 32043

#### 21.02 NOTICES BY CITY TO CONTRACTOR

All notices to be given to the CONTRACTOR, pursuant to this agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CONTRACTOR'S address of record: Geographic Technologies Group (GTG), Inc.,1202 Parkway Drive Goldsboro, NC 27534

#### 21.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Article 20.01, above.

#### **ARTICLE 22.00 - TERMINATION**

#### 22.01 GENERAL PROVISIONS

This Agreement may be terminated by the CITY or the CONTRACTOR, with or without cause by giving thirty (30) days written notice to the other party as required in Article 20.00 above.

#### 22.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property or if it files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or other similar laws the CITY may, without prejudice to any other right or remedy, and after giving the CONTRACTOR written notice, terminate this Agreement.

#### 22.03 CONTRACTOR TO DELIVER MATERIAL

Upon termination for any reason, the CONTRACTOR shall promptly deliver to the CITY all documents or papers, which the CITY has exclusive rights, by virtue of this Agreement or any other services performed by the CONTRACTOR on behalf of the CITY.

#### **ARTICLE 23.00 - AMENDMENTS**

The covenants, terms, and provisions contained herein may be amended, altered and/or modified upon express written consent of the parties hereto. In the event of conflicts between the covenants, terms, and/or provisions hereof, and any amendment(s) hereto, the latest executed Amendment(s) shall take precedent.

#### **ARTICLE 24.00 ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or other instruments addressing the professional services, to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the CITY'S internal control purposes only, and any and all terms, provisions, and conditions contained therein, shall in no way modify the covenants, terms and provisions of this Agreement, or any amendments hereto, and shall have no force or effect hereon.

#### **ARTICLE 25.00 - ACCEPTANCE**

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

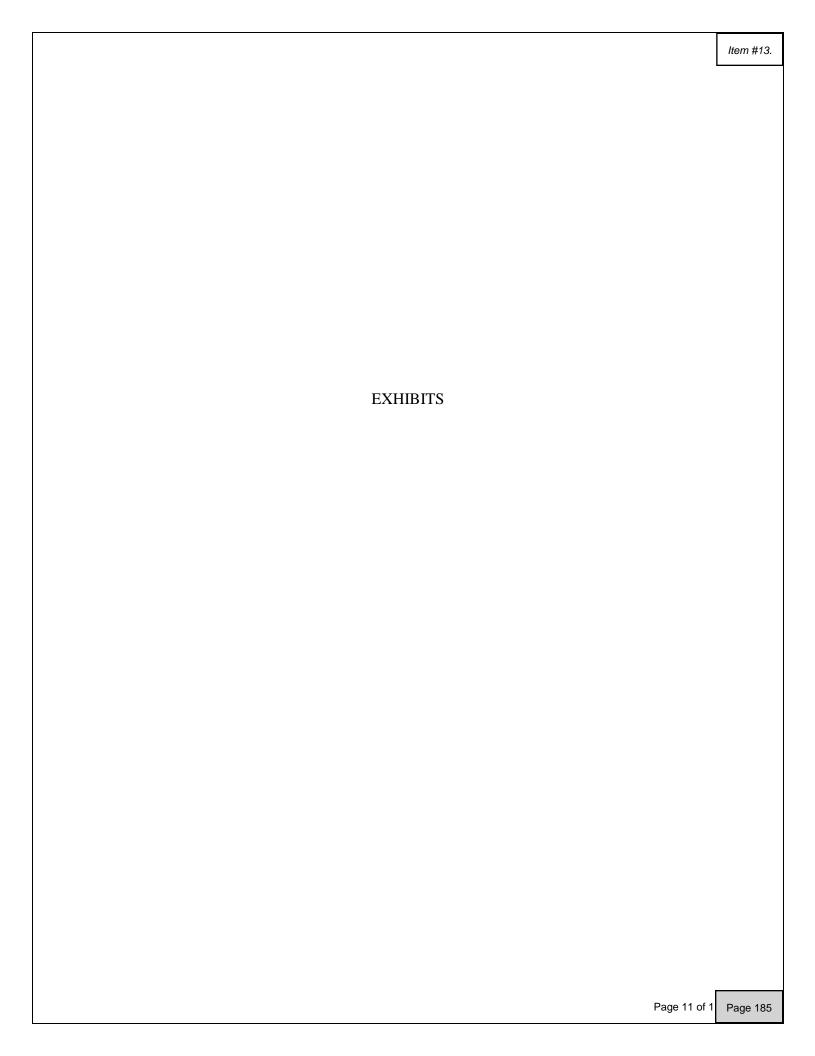
IN WITNESS WHEREOF,	the parties hereto,	by their duly authorized r	epresentatives, have executed this
Agreement effective this	day of	. 202	1.

Item #13.

#### CITY OF GREEN COVE SPRINGS, FLORIDA

#### CITY OF GREEN COVE SPRINGS, FLORIDA

ATTEST: Erin West, CITY CLERK	Approved as to form only:
	L.J. Arnold III, CITY ATTORNEY
ONTRACTOR -	
Зу:	
Mr. David Holdstock, BA, MA, GISP	





# CITY OF GREEN COVE SPRINGS | FL

RFQ: LC 2021-01
Design Consultant for GIS

**Mapping Project DEO** 



Please see our prototype GeoHub solution for the City of Green Cove Springs:

https://green-cove-springs-demo-gtg.hub.arcgis.com/













888.757.4222



moreinfo@geotg.com



ECHNOLOGIESGROUP

www.geotg.com





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Esri's Best Citizen Engagement

URISA Best Web GIS

Esri's Special Achievement in GIS

**URISA Best Public Sector GIS** 

Item #13.



23 YEARS IN BUSINESS 11 NATIONAL AWARDS

# PLANNING

# DESIGN

# IMPLEMENTATION

# MAINTENANCE & SUPPORT MAINTENANCE & SUPPORT

# AWARD WINNING SERVICES



GEOSPATIAL HUB PLANNING
AND DEVELOPMENT



DATABASE DEVELOPMENT, MANAGEMENT, UPGRADES



WEB DEVELOPMENT AND MANAGEMENT



STANDARDS AND PROCEDURES DEVELOPMENT



STRATEGIC PLANING



TRAINING AND KNOWLEDGE TRANSFER



GIS MODELING AND ANALYSIS



TECHNICAL SUPPORT SERVICES

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## **City of Green Cove Springs | FL**

RFQ LC 2021-01: Design Consultant and Project Coordination for GIS Design Project





Prototype for the City of Green Cove Springs, FL https://green-cove-springs-demo-gtg.hub.arcgis.com/

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#### **COVID-19 Statement**

Our GIS Team will be able to conduct all required project coordination and design consultant services with little or no physical contact with the City of Green Cove Springs staff. GTG utilizes Zoom and Microsoft Teams for remote collaboration.





1202 Parkway Drive Goldsboro, NC 27534



www.geotg.com



919.759.9214

POC: Laurie Griffin, Assistant Finance Director City of Green Cove Springs 321 Walnut Street Green Cove Springs, FL 32065

Dear Selection Committee:

Geographic Technologies Group (GTG) appreciates the opportunity to propose on the RFQ: LC 2021-01 Design Consultant and Project Coordination for GIS Design Project Funded Through the Department of Economic Opportunity. For more than 23 years, GTG has planned, designed, and implemented successful GIS solutions for over 700 local government organizations throughout North America. Our team is committed to providing the very best GIS services for the City of Green Cove Springs.

#### **Understanding Your Goals**

GTG recognizes the City's desire to hire an experienced consultant to assist in developing a comprehensive online mapping system that will create an innovative planning and mapping resource that will be user-friendly and improve citizens access to information and government services. We are excited to be considered for this opportunity, as this project aligns with our recent experience creating Geospatial Data Hubs for a few of our clients such as the City of Roswell, GA; Fort Pierce, FL; City of Mississauga, ON, Canada; Broken Arrow, OK; and the City of Hobart, IN.

See the prototype we made for the City of Green Cove Springs here: https://green-cove-springsdemo-gtg.hub.arcgis.com/

# Green Cove Springs GeoHub

#### **Our Approach**

GTG's award-winning methodology and experience has allowed us to develop successful GIS best practices for current technology and GIS data management. Using our well-vetted project management process, our team will work closely with the City to ensure all deliverables are met on time and within budget. Our tried-and-tested project management processes and our love for GIS allow us to maintain long-term relationships with our clients.

#### **Your Team**

The work requested is exactly what we do, and we are certain we will deliver exceptional products and services and that your team will be very satisfied. *Your success is our success. Our team is your team.* Our team is experienced in using the full Esri suite of products and has a proven record of working with local government in implementing successful online comprehensive mapping websites for internal and public use.

The entire GTG team would like to thank you for allowing us to propose on this project. We look forward to working closely with the City staff on all initiatives. Should you have any questions during the review of the proposal, please call me at 919-759-9214 or on my cell at 919-222-1421.

Respectfully Submitted,

Mr. David Holdstock, BA, MA, GISP

CEO, Geographic Technologies Group (GTG), Inc.

1202 Parkway Drive Goldsboro, NC 27534

P: 919.759.9214 | E: <u>dholdstock@geotg.com</u>

Release Ready















# Proof of Financial Responsibility and Insurance



TECHNOLOGIESGROUE

# Proof of Financial Responsibility and Insurance

Geographic Technologies Group (GTG) was established by current owners, Curt Hinton, President, and David Holdstock, CEO in 1997. GTG is the prime and only consultant for this proposal.

Form of Business: Sub S Corporation

Years in Business: 23

Change in ownership: None

#### Financial Stability

GTG is not affiliated with a parent corporation and has no other corporate affiliations with any divisions or subsidiaries. All strategic, operational management, and financial management duties are performed by GTG's two owners. Supporting GTG is a dedicated, professional accounting firm, Markham, Mitchell, and Stroud, PLLC. All financials and monthly accounting and auditing practices are supervised by this reputable firm. GTG has no controlling interests in any other firm. Additionally, GTG has no financial interest in other lines of business, no pending litigations, nor any convictions. GTG's Federal Tax Identification Number is available upon request.

GTG has included a copy of its Statement of Assets, Liabilities and Equity-Income Tax Basis, the Certificate of Liability Insurance, and loss history report for Technology Errors & Omissions policy showing no claims have been made from 2015-2021 as supplementary information on the following pages.

Item #13.

## Geographic Technologies Group, Inc. STATEMENT OF ASSETS, LIABILITIES AND EQUITY-INCOME TAX BASIS As of December 31, 2019

#### **ASSETS**

**CURRENT ASSETS:** 

Cash:

Checking Account \$ 55,762.92

Total cash \$ 55,762.92

Accounts Receivable:

Prepaid Expenses:

Prepaid Insurance 8,217.85

Total prepaids 8,217.85

Inventories:

Total Current Assets 63,980.77

PROPERTY AND EQUIPMENT:

Machinery & Equipment 237,975.80

Furniture & Fixtures 65,541.87

Autos & Trucks 185,695.25

Accumulated Depreciation (416,436.84)

Net Property and Equipment 72,776.08

**OTHER ASSETS:** 

**TOTAL ASSETS** \$ 136,756.85

See Accountants' Compilation Report

## Geographic Technologies Group, Inc. STATEMENT OF ASSETS, LIABILITIES AND EQUITY-INCOME TAX BASIS As of December 31, 2019

#### LIABILITIES AND SHAREHOLDERS' EQUITY

**CURRENT LIABILITIES:** 

Accounts Payable:

Accrued Payroll and Withholdings:

Sales Tax Payable \_\_\_\_\_136.08

Total accrued expenses \_\_\_\_\_136.08

Income Taxes:

Total Current Liabilities 136.08

LONG-TERM LIABILITIES:

Notes Payable:

BB&T LOC 46,625.00 N/P-D H VEHICLE 36,255.14

Total notes payable 82,880.14

Total Long-Term Liabilities 82,880.14

Total Liabilities 83,016.22

SHAREHOLDERS' EQUITY:

 Capital Stock
 2,000.00

 Dividends-Curt
 (201,762.12)

 Retained Earnings
 66,470.50

 Dividends - David
 (201,762.12)

 Current earnings (loss)
 388,794.37

Total Shareholders' Equity 53,740.63

TOTAL LIABILITIES AND

SHAREHOLDERS' EQUITY \$ 136,756.85

See Accountants' Compilation Report

# Geographic Technologies Group, Inc. STATEMENT OF REVENUES AND EXPENSES-INCOME TAX BASIS For the Seven Months Ended December 31, 2019

	<u>2019</u>	% to <u>Sales</u>
Revenue:		
Consulting Income	\$ 847,463.17	24.58%
ESRI Income	5,504.12	0.16%
GIS Service	1,655,563.00	48.03%
HTE- Software	86,293.75	2.50%
Maintenance	778,266.59	22.58%
Installation/Training	38,880.00	1.13%
Services - Income	32,664.10	0.95%
Reimbursement Income	 2,500.57	0.07%
Total Revenue	 3,447,135.30	100.00%
Cost of Sales:		
<b>Gross Profit</b>	 3,447,135.30	100.00%

# Geographic Technologies Group, Inc. STATEMENT OF REVENUES AND EXPENSES-INCOME TAX BASIS For the Seven Months Ended December 31, 2019

	<u>2019</u>	% to <u>Sales</u>
Operating Expenses:		
Salaries-Other	1,942,276.28	56.34%
Commissions	6,701.16	0.19%
Bonus	7,000.00	0.13%
Conferences	29,097.10	0.84%
Marketing	27,655.07	0.80%
Outside Services	160.13	0.00%
Utilities	11,727.61	0.34%
Telephone- Cell	21,267.01	0.62%
Telephone	6,847.88	0.20%
Insurance-Hazard	34,999.58	1.02%
Officer Life Insurance	9,935.00	0.29%
Insurance-Health	102,671.17	2.98%
Advertising	13,613.13	0.39%
Auto Expense	14,397.69	0.42%
Legal & Accounting	27,978.62	0.81%
Depreciation Expense	32.578.80	0.95%
Payroll Taxes	144,782.10	4.20%
Property Taxes	12,646.65	0.37%
Franchise tax	46,555.23	1.35%
Licenses & Permits	967.54	0.03%
Interest	5,230.26	0.15%
Licensing Agreement Fees	113,313.34	3.29%
Office Expense	9,587.27	0.28%
Internet	29,467.48	0.85%
Rent	54,359.00	1.58%
Software/Hardware	17,788.34	0.52%
Investment / Retirement	32,827.00	0.95%
Travel & Lodging	136,268.56	3.95%
Business Meals	18,846.22	0.55%
Postage & Delivery	9,630.46	0.28%
Employee Appreciation Program	3,743.42	0.11%
Education & Training	885.00	0.03%
Contractor	113,956.24	3.31%
Repairs & Maintenance	2,512.19	0.07%
Dues & Subscriptions	5,775.80	0.17%
Bank Charges	2,325.40	0.07%
Janitorial Exp	6,150.00	0.18%
Donation	1,817.20	0.05%
Total Operating Expenses	3,058,340.93	88.72%
Earnings from Operations	388,794.37	11.28%

Other Income

See Accountants' Compilation Report

Item #13.

# Geographic Technologies Group, Inc. STATEMENT OF REVENUES AND EXPENSES-INCOME TAX BASIS For the Seven Months Ended December 31, 2019

	<u>2019</u>	% to <u>Sales</u>	
Net Income (Loss)	\$ 388,794.37	11.28%	



#### CERTIFICATE OF LIABILITY INSURANCE

DATE	
1/	Item #13.

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 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	CONTACT NAME: Ann Burnette			
John Hackney Agency, Inc	PHONE (A/C, No, Ext): (252)291-3111 FAX (A/C, No): (252)291-6306			
3700 Nash Street N	E-MAIL ADDRESS: aburnette@johnhackneyagency.com			
P. O. Box 998	INSURER(S) AFFORDING COVERAGE	NAIC #		
Wilson NC 27894-0998	INSURER A: Travelers Property Casualty Co.	36161		
INSURED	INSURER B: Phoenix Insurance Company	25623		
Geographic Technologies Group	INSURER C:			
1202 Parkway Drive	INSURER D:			
	INSURER E:			
Goldsboro NC 27534	INSURER F:			

#### COVERAGES CERTIFICATE NUMBER: Master COI

#### **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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
	х	COMMERCIAL GENERAL LIABILITY	III	****		(MINICOL) TTTT	(MINI/DD/1111)	EACH OCCURRENCE	\$	1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
			х		ZLP71M6831019	11/10/2019	11/10/2020	MED EXP (Any one person)	\$	10,000
					ZLP71M6831020	11/10/2020	11/10/2021	PERSONAL & ADV INJURY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	Х	ANY AUTO						BODILY INJURY (Per person)	\$	
-		ALL OWNED SCHEDULED AUTOS	x		BA1L98363519	11/10/2019	11/10/2020	BODILY INJURY (Per accident)	\$	
		HIRED AUTOS NON-OWNED AUTOS			BA1L98363520	11/10/2020	11/10/2021	PROPERTY DAMAGE (Per accident)	\$	
								Uninsured/Underinsured Motorist	\$	1,000,000
	Х	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	5,000,000
A		EXCESS LIAB CLAIMS-MADE			CUP8M96859319	11/10/2019	11/10/2020	AGGREGATE	\$	5,000,000
		DED X RETENTION \$ 10,000			CUP8M96859320	11/10/2020	11/10/2021		\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A		UB9H05493519	11/10/2019	11/10/2020	E.L. EACH ACCIDENT	\$	1,000,000
В	(Man	datory in NH)			UB9H05493520	11/10/2020	11/10/2021	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Tec	chnology Errors & Omissions			ZPL21N8269719	11/10/2019	11/10/2020	Each Claim Limit		\$5,000,000
	Cyl	per Liability Included			ZPL21N8269719	11/10/2020	11/10/2021	Aggregate Limit		\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Green Cove Springs is listed as additional insured-TIMA

30 days written notice except for non-payment of premium.

RFQ: LC 2021-01

Project Name: Design Consultant for GIS Design Project Funded Through the Department of Economic

Opportunity

UMBRELLA FOLLOWS FORM

CERTIFICATE HOLDER	CANCELL ATIO

City of Green Cove Springs 321 Walnut Street

Green Cove Springs, FL 32065

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

Will Faircloth/ABURN

Will Faircloth

© 1988-2014 ACORD CORPORATION. All rig

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **PROVISIONS**

The following is added to SECTION II - WHO is an insured:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- **a.** With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- **L** If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or of omissions such person organization.

The insurance provided to such additional insured is subject to the following provisions:

- If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of whether this determining limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess required for liability coverage additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III - Limits Of Insurance.
- insurance provided to such additional insured does not apply to:

- Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to (1) Any provide, any professional architectural, engineering or surveying services, including:
  - preparing. (a) The approving, failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
- Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written (2) Any contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- The additional insured must comply with the following duties:
  - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (a) How, when and where the "occurrence" or offense took place;
    - (b) The names and addresses of any injured persons and witnesses;
    - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - (2) If a claim is made or "suit" is brought against the additional insured:
    - (a) Immediately record the specifics of the claim or "suit" and the date received; and
    - (b) Notify us as soon as practicable and see to it that we receive

written notice of the claim or "suit" as soon as practicable.

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover

such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4. Other Insurance, of Section IV - Commercial General Liability Conditions.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

#### **PROVISIONS**

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- 2. The following replaces Paragraph A.2.a.(4), of SECTION II COVERED AUTOS LIABILITY COVERAGE:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### F. HIRED AUTO – LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- **(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** 

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

## H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

## I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- **b.** The airbags are not covered under any warranty; and
- **c.** The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

## L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- **(b)** A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- **(d)** An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

## 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO Item #13.

such contract. The waiver applies only to the person or organization designated in such contract.

#### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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- II Who Is An Insured. except when Paragraph d. below applies.
- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance: and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### d. Primary And Non-Contributory Insurance **If Required By Written Contract**

COMMERCIAL GENERAL LIABILITY

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- The "personal and advertising injury" for which coverage is (2) The sought is caused by an offense that is committed:

subsequent to the signing of that contract or agreement by you.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.





## WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-9H054935-20-I5-G

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

#### **SCHEDULE**

#### **DESIGNATED PERSON:**

#### **DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

INCLUDING:

LOS ANGELES WORLD AIRPORTS P O BOX 92216 LOS ANGELES, CA 90009

DATE OF ISSUE: 10-28-20 ST ASSIGN: PAGE 1 C Page 206

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft 75 Feet Long Or Less
- B. Who Is An Insured Unnamed Subsidiaries
- C. Who Is An Insured Employees -Supervisory Positions
- D. Who Is An Insured Newly Acquired Or Formed Limited Liability Companies
- E Who Is An Insured Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
- F. Blanket Additional Insured Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- G. Blanket Additional Insured Broad Form Vendors

#### **PROVISIONS**

- A. NON-OWNED WATERCRAFT 75 FEET LONG OR LESS
  - The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
    - (2) A watercraft you do not own that is:
      - (a) 75 feet long or less; and
      - (b) Not being used to carry any person or property for a charge;
  - 2. The following replaces Paragraph 2.e. of SECTION II - WHO IS AN INSURED:
    - **e.** Any person or organization that, with your express or implied

- Blanket Additional Insured Controlling Interest
- I. Blanket Additional Insured Mortgagees, Assignees, Successors Or Receivers
- J. Blanket Additional Insured Governmental Entities - Permits Or Authorizations Relating To Premises
- K. Blanket Additional Insured Governmental Entities - Permits Or Authorizations Relating To Operations
- L Medical Payments Increased Limit
- M. Blanket Waiver Of Subrogation
- N Contractual Liability Railroads
- **0.** Damage To Premises Rented To You

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.
- B. WHO IS AN INSURED UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

**a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

**L** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by offense committed:

- Before you maintained an ownership interest of more than 50% in such subsidiary; or
- **L** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

purposes of Paragraph Section **II** - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- organization other than partnership, joint venture or limited liability company; or
- c. A trust:

as indicated in its name or the documents that govern its structure.

#### WHO IS AN INSURED - EMPLOYEES -SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

#### D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of Section II – who is an insured:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - Coverage under this provision is afforded only:
    - (**1)** Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
- L. Coverage A does not apply to injury" or "property "bodily damage" that occurred before you acquired or formed the organization: and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- organization, other than partnership, joint venture or limited liability company: or
- c. A trust:

as indicated in its name or the documents that govern its structure.

#### WHO an insured - liability FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **Section II - Who is an insured**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

BLANKET ADDITIONAL INSURED -PERSONS YOUR OR ORGANIZATIONS FOR ONGOING OPERATIONS REQUIRED BY WRITTEN AS CONTRACT OR AGREEMENT

The following is added to **SECTION II -**WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- Occurs subsequent to the signing of that contract or agreement; and
- Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or person omissions of any or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

## G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- Occurs subsequent to the signing of that contract or agreement; and
- **b.** Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- **b.** The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

## H. BLANKET ADDITIONAL INSURED — CONTROLLING INTEREST

 The following is added to SECTION II -WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The following is added to Paragraph 4. of SECTION II - WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

#### INSURED BLANKET ADDITIONAL MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II -**WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor receiver and that you have agreed in a written contract or agreement include as an additional insured on this Coverage Part is an insured, but only respect its liability to mortgagee, assignee, successor receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is injury" "personal and advertising caused by an offense that is committed, subsequent the to signing of that contract or agreement; and
- out of the ownership, **h.** Arises maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

provided The insurance to such assignee, successor or mortgagee, receiver is subject to the following provisions:

- The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, the limits shown in Declarations, whichever are less.
- **L.** The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new demolition construction or operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

#### Blanket additional insured - governmental PERMITS OR AUTHORIZATIONS ENTITIES -RELATING TO PREMISES

The following is added to SECTION II -WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, or removal of repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

#### K. BLANKET **ADDITIONAL** INSURED GOVERNMENTAL ENTITIES **PERMITS** OR **AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to SECTION II -WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

provided insurance such to governmental entity does not apply to:

- **a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- injury" or "property "bodily damage" included in the "productscompleted operations hazard".

#### MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III - LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person,

Item #13.

and will be the higher of:

- a. \$10,000; or
- **L.** The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

#### ML BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- **a.** "Bodily injury" or "property damage" that occurs; or
- Learning of the committed; "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

#### N. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

#### D. Damage to premises rented to you

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- **a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- th. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

#### **PROVISIONS**

The following is added to Paragraph A.1.c., Who
Is An Insured, of SECTION II – COVERED
AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

#### **GEOGRAPHIC TECHNOLOGIES GROUP INC**

Policy Number(s): 21N82697



Financial Summary Report		Losses From: 02/01/2015 To 02/				
	Incurred Clm+Med+Exp	Paid Clm+Med+Exp	Outstanding Clm+Med+Exp	Number of Claims	Percent Paid/Inc	
Policy Year: 2019						
Line of Insurance						
MP - MALPRACTICE	\$0.00	\$0.00	\$0.00	1	0.00	
Subtotals for Policy Year : 2019	\$0.00	\$0.00	\$0.00	1	0.00	
Report Grand Totals	\$0.00	\$0.00	\$0.00	1	0.00	

#### **GEOGRAPHIC TECHNOLOGIES GROUP INC**

Policy Number(s): 21N82697



Financial Summary Report				Losses From: 02/01/2015 To 02/01/2021
	Report	Parameters		
Report Name: Financial Summary Losses From: 02/01/2015 To 02/01/2021			ber(s): 21N82697	
		Sorts		
Sort Name  1. Policy Year  2. Line of Insurance	Sort Label Policy Year Line of Insurance	<u>Subtotal</u> Y N	<u>Page Break</u> N N	
	Limiting	Statements		
	Rar	nking		



#### **PUBLIC ENTITY CRIMES REQUIREMENT:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in SECTION 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), <u>FLORIDA STATUTES</u>, ON ENTITY CRIMES

	(print name of the public entity)
by	David A. Holdstock, Chief Executive Officer
	(print individual's name and title)
for	Geographic Technologies Group, Inc.
	(print name of entity submitting sworn statement)
whos	e business address is
	1202 Parkway Drive, Goldsboro, NC 27534
	if applicable) its Federal Employer Identification Number (FEIN) is:
56 (If t	if applicable) its Federal Employer Identification Number (FEIN) is:
56 (If t	if applicable) its Federal Employer Identification Number (FEIN) is:  -2038173  he entity has no FEIN, include the Social Security Number of the In

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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

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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 defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control 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. 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 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, 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 the 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

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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 HIS 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 an subscribed before me this 2r	day of February, 2021
Personally known to me as	David A. Holdstock
OR produced identification	Notary Public - State of North Carolina
(Type of identification)	My commission expires March 15, 2024

Dawn K. Reim

(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 Statue 287.087 hereby certifies
that Geographic Technologies Group, Inc. (name of business) does:
<ol> <li>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.</li> <li>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</li> </ol>
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, Geographic Technologies Group, Inc.

Vendor/Contractor Signature

February 2, 2021

Date

STANDARD ADDENDUM TO ALL

CITY CONTRACTS AND AGREEMENTS

RFQ LC 2021-01 12 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.

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- 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 <u>not</u> 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 is 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.

CONTRACTOR/FIRM/INDIVIDUAL

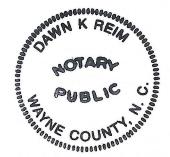
By. David A. Holdstock, Chief Executive Officer

(Printed Name and Title)

ATTEST:

Notary

My Commission Expires: March 24, 2024



Addendum Acknowledgement:

I am in receipt of  $\underline{\phantom{a}}$  (number issued) addendum.

Signature

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# COMPANY OVERVIEW AND KNOWLEDGE

## Company Overview and GIS Knowledge



# (1) Knowledge of GIS Mapping Systems and Experience Designing Them

## **Overview of Geographic Technologies Group**

Geographic Technologies Group, Inc. (GTG) is one of the country's **leading full-service local government GIS consulting companies**, allowing us to have expertise in every area of GIS. Headquartered in North Carolina with regional offices throughout North America, GTG has secured state, national, and international awards for geospatial planning and enterprise planning solutions. Founded in 1997, our company celebrates more than twenty-three years of growth and success. Built on its tradition of deploying the very best GIS solutions for government, GTG now has over 700 clients nationwide. GTG continues to build an outstanding GIS portfolio on the foundation of a corporate culture of quality, understanding government operations, and commitment to our clients. We are fully prepared to support the City of Green Cove Springs with the tasks as outlined in the RFQ scope of services.

#### Industries We Serve













GTG is committed to serving all local government departments. GTG offers an inclusive and insightful understanding of local government operations and has a cadre of experts representing all areas of local government: planning, infrastructure, land management, public safety, and information technology. Our team has worked with local governments across the United States and Canada to evaluate existing practices and design optimum GIS solutions. Our business lines are bespoke tailored solutions for all departments in local government including (but not limited to) IT and GIS, Parks and Recreation, Open Space and Mountain Parks, Natural Resource Management, Public Safety, Public Works and Public Utilities, Telecommunications and Fiber Management, Economic Development, Planning, and Public Administration.

## **Award-Winning Company**

Our unique insight and experience have allowed us to develop a successful approach to GIS implementation. GTG has received the following awards for our GIS products, services, and solutions.

#### A list of GTG's awards for GIS in Local Government 2000-2020 are as follows:

- Esri Business Partner of the Year
- Esri International Award for Mobile Applications
- Esri Special Achievement in GIS Award, Campbell County/Gillette, Wyoming
- URISA Gold Award
- Esri Special Achievement in GIS Award, City of Unalaska, Alaska
- Esri Best Citizen Engagement Award
- Esri Cornerstone Partner Recognition
- American City and County Excellence Award in GIS
- URISA Exemplary Systems in Government
- URISA Excellence Award In GIS
- URISA City of Guelph Best Web GIS
- URISA City of Guelph Best Public-Sector GIS
- Herb Stout Exemplary Use of GIS Technology in Local Government
- URISA Distinguished Exemplary Systems Award



## **Knowledge of GIS Mapping Systems and Design**

#### Quality GIS Consulting and Mapping Services

We empower government organizations by providing exceptional products and services, supporting our clients to better access GIS data, use GIS data, make better decisions using GIS data, promote community engagement, improve efficiency, increase productivity, and save lives, time, and money using geospatial technology. We have spent over two decades building a team focused on providing exceptional GIS mapping and design services. Our GIS mapping products, planning, and design services are second-to-none.

GTG offers the very best cadre of experts in geospatial technologies. The success of GIS in local government is dependent on many factors, including the creation and maintenance of accurate and reliable GIS data and databases. GTG offers a complete range of geospatial services, including:

- GIS Data Hub Design and Implementation
- Application Development and Maintenance
- Data Migration
- Geo-Database Design
- GIS Data and Database Assessments
- Database Management and Performance
- System Architecture Design
- Esri Software Deployment and Implementation

- Software Migration and Integration
- Data Layer Creation, Collection, and Conversion
- GPS Inventory Services
- Cartography, Map Creation, and Conversion
- GIS and IT Integration
- GIS Spatial Analysis
- GIS Configuration
- Technical Support Services
- Staff Training and Education

### Our Esri Partnership

GTG has been an Esri Business Partner since 1998. GTG is the leading local government Esri expert. We were the first Esri Business Partner to achieve the following distinctions: Esri Gold Partner, Esri ArcGIS Online, Esri ArcGIS Release Ready, and the ArcGIS for Local Government specialties. We are also recognized as an Esri Cornerstone Partner. As a group of Esri technologists, we are experts in the entire Esri suite of software. Currently, GTG is an Esri Silver Business Partner. Most recently, we are working closely with Esri on new emerging

technologies that will influence the City of Green Cove Springs in the future, including but not limited to ArcGIS Pro, ArcGIS Urban, **ArcGIS Hub**, as well as Insights and Dashboards.



#### Geospatial Data Hubs

Geographic Technologies Group has supported Open Data and Community Engagement for the entirety of our company history. Our team has progressed as the technology from Esri has progressed. Most recently we have been assisting clients with the implementation of Esri's Open Data Portal for data sharing and hundreds of StoryMaps and other Esri public-facing applications across all local government departments. GTG utilizes ArcGIS Hub to implement easy-to-use platforms to house all spatial data such as this. The possibilities are limitless for what type of data can be included in the Hub, so the City's desire to house Future Land Use Map Series, Zoning Maps, Capital Improvement Plans, Utility Service Data, Transportation network, and Emergency Services data will be met.







City of Mississauga Data Center

City of Hobart, IN GeoHub

City of Roswell, GA GeoHub

\* See section (2) for more details on these client projects.



We chose GTG twice, once for our GIS Strategic Planning project and again to assist with implementation. Both times they were up against the best firms in the country, and both times they won our business hands down. Their approach, their people, their tremendous experience with local governments, and their costs all put them over the top.

- City of Roswell, GA

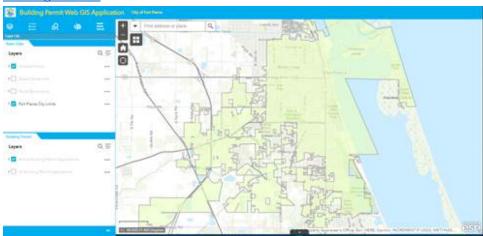
\* Since this testimonial was given, Roswell has become a repeat client of GTG. GTG has implemented several other projects with the City.

The following represent some of our mapping solutions that were planned, designed, and successfully implemented through excellent working relationships with government organizations.

#### Fort Pierce, FL Hub



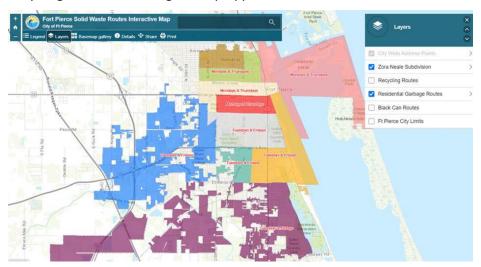
#### **Building Permits**



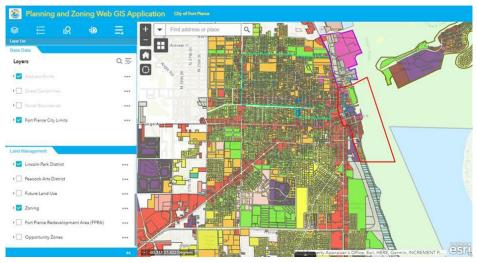
#### **Business Tax Receipts**



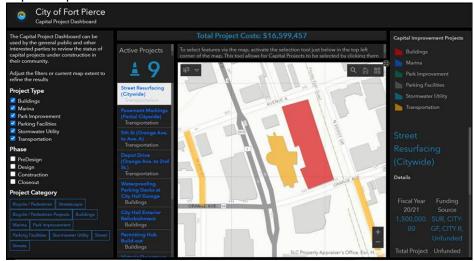
#### Recycling Areas and Garbage Pickup Application



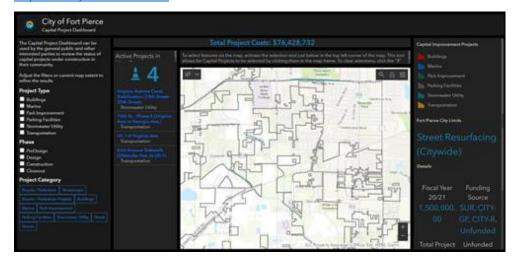
#### Planning and Zoning Web GIS Application



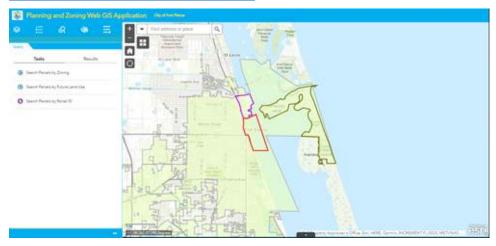
#### Capital Improvements Dashboard



#### Capital Project Dashboard



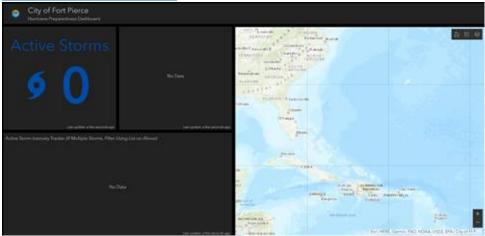
#### Planning and Zoning Web GIS Application



#### Solid Waste Routes Map



#### **Hurricane Tracker Dashboard**



#### Zora Neale Hurston Heritage Trail Map



#### **Historical District Story Map**



#### City of Berkeley, CA

#### **Community GIS Portal**



#### **Recreation Map**



#### **Environmental Map**



#### **Transportation Map**



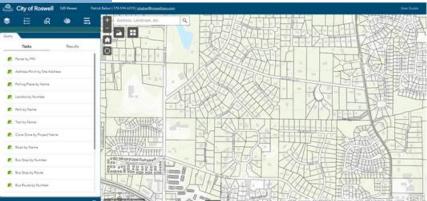
#### **City Services**



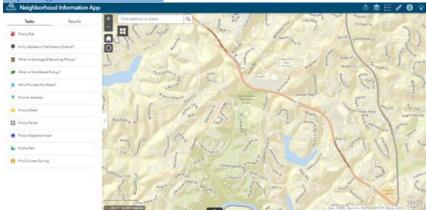
#### City of Roswell, GA HUB



#### On-line GIS Viewer



#### My Neighborhood Services



#### **Development Map**



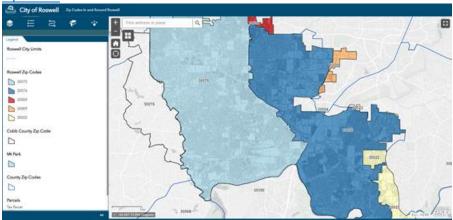
### 3D Historic District



#### **Parking Map**



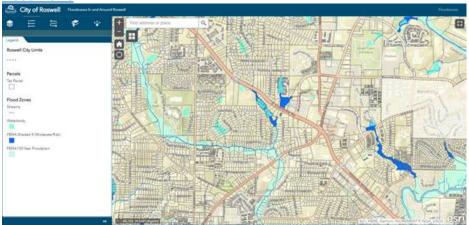
#### **Zip Codes**



#### **Historic Preservation**



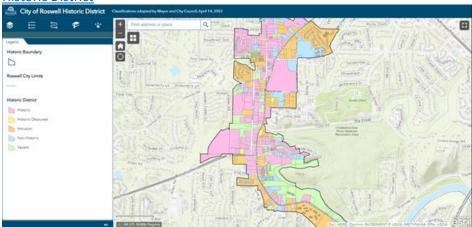
#### **Flood Plains**



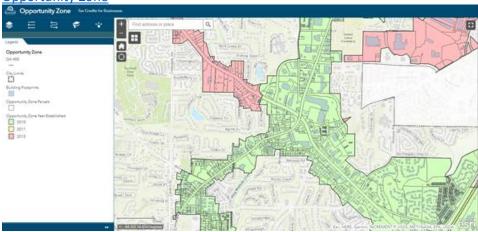
#### **Future Land Development**



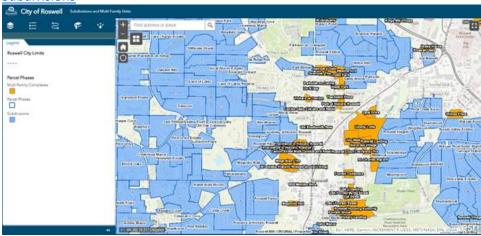
#### **Historic District**



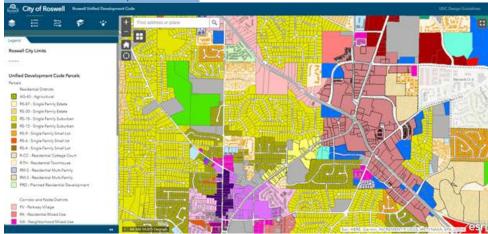
#### **Opportunity Zone**



#### **Subdivisions**



#### **UDC- Unified Development Code**



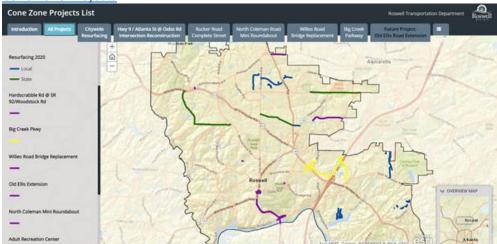
#### **Water Resources**



#### **Fire Department History**



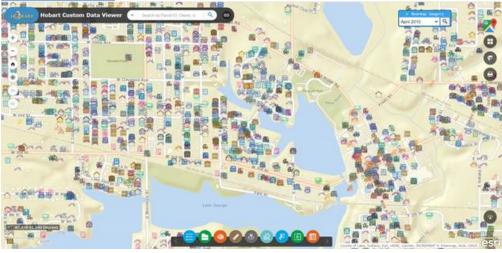
#### **Cone Zone Projects**



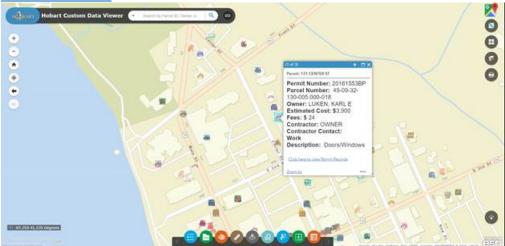
#### City of Hobart, IN Hub



#### **Custom GIS Viewer**



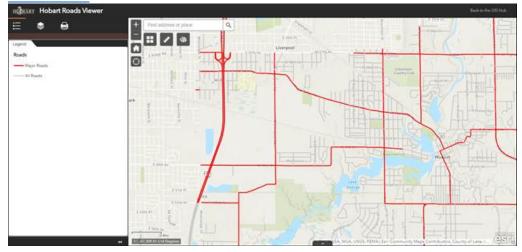
#### **Mobile GIS Viewer**



#### Parcel and Zoning Viewer



#### **Roads Viewer**





# Project Experience



GEOGRAPHIC TECHNOLOGIES GROUP

## (2) Experience With Projects Funded Through DEO

Geographic Technologies Group (GTG) is one of the world's leading local government GIS companies that specializes in planning, designing, implementing, and maintaining geospatial solutions for towns, cities, and counties. Our team has extensive experience and knowledge of projects funded through **enterprise funds**, **grant funds awarded by the State**, and **Federal grant funds awarded to local government organizations**. Our team is working on three GIS grant-funded projects and appreciate the importance of each project. Our Florida experience includes the following organizations:

- Seminole Tribe of Florida
  - Work in progress 50% Complete GIS Strategic Plan and State GIS Grant Application
- Bay County, Florida
- City of Fort Pierce, Florida
  - Work in Progress GeoHub
- Volusia County, Florida
- City of Lauderhill, Florida
- City of Lake Worth, Florida
- City of Sanibel, Florida

- Sarasota County, Florida
- City of Cocoa, Florida
- City of Venice, Florida
- City of Kissimmee, Florida
- City of Titusville, Florida
- Indian River County, Florida
- Town of Davie, Florida
- Hendry County, Florida
- Monroe County, Florida
- City of Oviedo, Florida
- City of Miramar, Florida
- City of Boynton Brach, Florida
- City of Pembroke Pines, Florida

Our GIS strategic planning and implementation experience in Florida allows us to understand the importance of a comprehensive online mapping solution that meets all the requirements detailed in the grant awarded to the City of Green Cove Springs by the Department of Economic Opportunity (DEO).

Mission critical considerations for this project include:

- #1: **Improve** citizen access to Information and government services.
- #2: **Expand** the use of GIS to City Departments.
- #3: **Enable** all stakeholders to access information through an interactive and user-friendly platform.
- #4: Introduce new tools to assist with Emergency Services Hazard Mitigation preparedness, response, and recovery (Damage assessment reporting).



GTG has chosen local government organizations that our team has worked with to develop successful GIS initiatives similar to the City of Green Cove Springs, FL. These projects are a testament to our commitment to delivering high-quality GIS consulting services on time and within budget.





#### **CITY OF MISSISSAUGA, ON (2018-PRESENT)**

Population: 721,599

GTG has recently completed the following professional GIS consulting services assignments for the City of Mississauga in Ontario, Canada:

- Enterprise GIS strategic plan development
- Three (3) mobile GIS pilot initiatives
- Enterprise GIS system architecture improvements
- GreenCltyGIS implementation for Parks and Recreation
- Economic portal implementation

The City of Mississauga sought the support of Geographic Technologies Group (GTG) to plan and implement a three-pronged approach to GIS implementation for economic development.

Project Profile/Case Study: <a href="https://geotg.com/economic-development-mississauga/">https://geotg.com/economic-development-mississauga/</a>

#### Mississauga Economic Data Centre



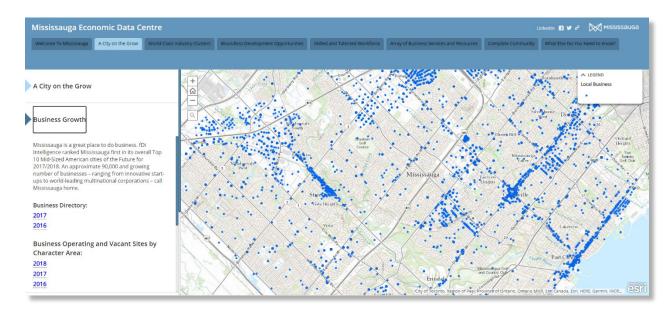


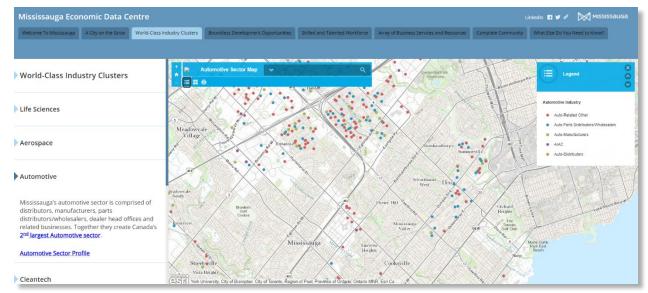


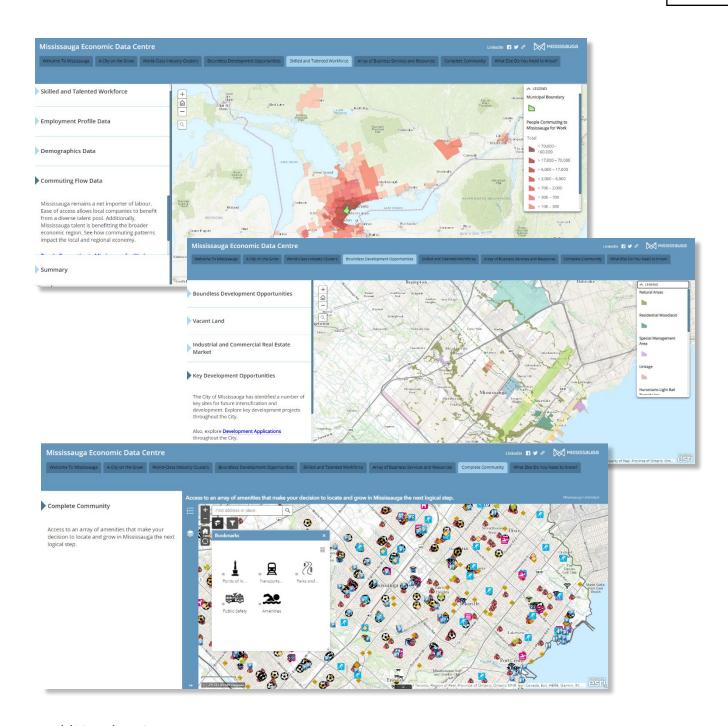
A public facing application developed for the city by the GTG team is the Mississauga Economic Data Centre. To create the Mississauga Economic Data Centre, GTG's technical team embedded multiple instances of Esri web applications along with custom GTG solutions in one web GIS solution. This application aggregates data from a multitude of sources to provide charts, tables, and mapped data that are accessible through a variety of tabs and accordion menus. It offers information on:

- Population, housing, employment, and business growth
- Existing top industries in the area
- Development opportunities including vacant land, market statistics, entrepreneurship, and planning frameworks
- Workforce demographics and employment and commuting data
- A query tool for business resources and tools
- Community amenities such as transportation, parks, and public safety facilities
- Contact information for the EDO and Business Enterprise Centre.

#### Mississauga Economic Data Centre: <a href="https://www.arcgis.com/apps/MapSeries/">https://www.arcgis.com/apps/MapSeries/</a>







#### Additional projects:

Vacant Land Map: http://mississauga.maps.arcgis.com/apps/Viewer/

Story Map: <a href="https://www.arcgis.com/apps/Cascade/">https://www.arcgis.com/apps/Cascade/</a>

#### **Contact Information**

John Imperiale | IT Business Manager | 300 City Centre Dr. Mississauga, ON L53 3C1 P: (905) 615.3200 x3659 | E: John.Imperiale@mississauga.ca |

## **CITY OF FORT PIERCE, FLORIDA (2020)** Population: 46,071

The City of Fort Pierce has been a long-time client of GTG for strategic planning, software, and consulting services, and just contracted GTG to perform an update to their GIS Strategic Plan. This will be a GIS Road Map to improve current GIS Governance, the GIS environment, and licensing, identify GIS application needs, analyze current IT systems, and document and prioritize 10 steps to implement all of the solutions recommended. Currently, GTG is working with the City to implement an ArcGIS Hub solution. Some of the components they are planning to house

include a variety of applications and dashboards from various departments throughout the City such as:

- **Building Permit Dashboard**
- Hurricane Tracker
- Zoning Application
- Building Permit Application
- Code Enforcement Dashboard
- Business Tax Receipts Application, and more.



City of Fort Pierce's GIS Data Hub

#### **Contact Information**

Jerome Spivey | GIS Manager | P: 772-467-3798 DeVoshay Johnson | Information Technology Manager | P: 772.467.3000 100 North U.S. 1 Fort Pierce, FL | www.cityoffortpierce.com

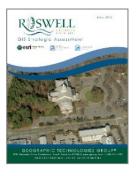


#### CITY OF ROSWELL, GEORGIA (2015-2019)

Population: 94,598



GTG developed a GIS Strategic Plan for the City of Roswell and has worked with the organization to improve the quality, access, and efficiency of GIS data and services. As part of this effort, GTG conducted a Digital Data Assessment (spatial, tabular, and geometric) and migrated the City to Esri's Local Government Information Model. Additionally, GTG worked with the City of Roswell to upgrade existing hardware and software, including a reconfiguration of the City's server environment for



optimal performance internally and externally. One of the biggest priorities for the City of Roswell was to provide citizens with an accessible, user-friendly portal to view, guery, and interact with GIS data. The Public GIS Viewer has put the appropriate GIS data directly into

the hands of the citizens, effectively reducing the number of incoming calls occupying staff time. Now, the City of Roswell advantageously employs numerous desktops, mobile, and web-based Esri products and applications, and boasts over 100 users of GIS data and services throughout the organization. GTG also performed data development, data migration, cartography, spatial analysis, application development, and training for the City, as well as data collection for the City's Parks and Recreation Department.

GIS Viewer Link: <a href="http://gisweb.ci.roswell.ga.us/GISViewer/">http://gisweb.ci.roswell.ga.us/GISViewer/</a>

Geographic Technologies Group has also worked with the City to develop a single site to house all of their GIS data, that is accessible from their website. Our team worked closely with the city to gather all the data desired to be on the site, as well as the overall design and functionality. This innovative planning and mapping resource has helped improve citizens access to information and government services, as well as assisted city staff with access to GIS information.



City of Roswell's GIS Data Hub

GIS Data Hub Link: https://data-roswellga.opendata.arcgis.com/

#### **Contact Information**

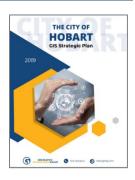
Patrick Baber | GIS Manager | 38 Hill Street Roswell, GA 30075 P: (770) 594-6270 | E: pbaber@roswellgov.com | https://www.roswellgov.com/



#### **CITY OF HOBART, INDIANA (2019)**

Population: 28,255

GTG performed a GIS Needs Assessment for the City of Hobart by gathering information through an online survey that was distributed among departmental staff. The success of GIS for the City was dependent on the creation and adoption of effective metrics and clear, achievable goals. GTG was committed to identifying these for the City and delivered a roadmap that encourages accountability, provides a baseline for detailed annual goals, and measures success and progress throughout the program.



Additionally, GTG has planned, designed, and implemented a GIS hub for the City to internally use for housing all of their geospatial data such as data, documents, GIS applications, and GIS Maps.

Geospatial Data Hub Link:

https://hub-cityofhobart.hub.arcgis.com/



City of Hobart's GIS Data Hub

#### **Contact Information**

Tim Kingsland | HSD Coordinator | 414 Main Street Hobart, IN 46342 P: (219) 942-3619 | E: tkingsland@cityofhobart.org | https://www.cityofhobart.org



#### **CITY OF BROKEN ARROW, OKLAHOMA (2010-PRESENT)**

Population: 108,203

GTG has been the main GIS consulting firm for the City of Broken arrow for over 10 years. GTG has performed numerous GIS consulting services for the City during this time, including street centerline adjustments, topology cleanup, range correction, database design and implementation, inventory, layer creation, data collection, and database maintenance. GTG worked with City staff to correct and verify street centerline files for the City's 911 dispatch centers and Emergency



Management Department. This initiative required the development of a geospatial database with centerlines located within a feature dataset. GTG also provided edited street centerlines in shapefile format which is fully functional in all supported Esri applications. GTG assisted the City with range corrections, splitting segments, creating new intersections, and attributed these intersections clearly and accurately in the geodatabase.

GTG is working with the city to coordinate, design, and implement a geospatial hub solution to house their geospatial data. One of the unique features is animated buttons to imitate the look and feel of the City website.

This project is still underway and is not yet accessible to the public.



City of Broken Arrow's GIS Data Hub

#### **Contact Information**

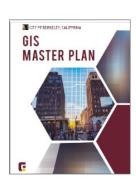
Clifford Montgomery | GIS Coordinator | City of Broken Arrow, OK 220 S. 1st Street | 918.259.2400 ext. 5234 | <u>cmontgomery@brokenarrowok.gov</u>

## CITY OF BERKELEY, CALIFORNIA (2016-2019) Population: 121,240



Item #13.

GTG was selected by the City of Berkeley to design a GIS Master Plan that coincided with the City's overall vision and goals. GTG worked closely with City GIS Staff to complete a multi-phased plan that included five milestones: Departmental Needs Assessments, Data Readiness Assessment, Technology Readiness Assessment, Governance Recommendations and a five-year Plan of Action. A comprehensive benchmarking analysis was created by GTG to assess the City's existing



GIS state and recommend future GIS advancements. GTG created a comprehensive task list and schedule for the City to use to help maintain a flourishing and effective GIS for all departments. GTG then provided the City with a detailed Data Assessment of all the City's existing 300+ GIS data layers. The assessment included a review of each layer and recommendations for improving each of the layers. The document included two tables focused on reviewing the current ownership, update responsibilities, limitations, and maintenance among other parameters. For the Data Review table, GTG utilized information from the GIS Master Plan, metadata, and City input to populate the table.

City of Berkeley Community GIS Portal Link:

https://www.cityofberkeley.info/gisportal/?config=config PlanningandProperty.json

Additionally, the City has chosen GTG to implement a solution specifically for their parks and recreation: GreenCityGIS. GTG is currently working with the City to implement a GIS Hub for all of their GreenCityGIS data. This hub includes important metrics about the City's parks and recreation, internal GreenCityGIS applications, and also links directly to the City of Berkeley. Some of this data is for internal use only,



and can only be accessed with a City login. The public link is available here: <a href="https://city-of-berkeley-greencitygis-arcgis-hub-gtg.hub.arcgis.com/">https://city-of-berkeley-greencitygis-arcgis-hub-gtg.hub.arcgis.com/</a>

#### **Contact Information**

Savita Chaudhary | IT Director | 2180 Milvia Street Berkeley, CA 94704 P: (510) 981. 6525 | E: SChaudhary@ci.berkeley.ca.us



WEB DESIGN AND

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## (3) Experience with Municipal Website Design and GIS Mapping

### **Geospatial Hubs and Web Design**

GTG has developed a number of scalable templates, designs, and options for clients to choose from as part of building and deploying tailored ArcGIS Hub solutions. The levels of GIS expertise and maturity vary greatly among the local government organizations we work with, and as such it is critical that the packages, we offer to meet current needs and desires while also providing room for future growth. When initiating an ArcGIS Hub deployment, we collaborate with the client to fully understand existing needs, share with them a vision for how their ArcGIS Hub could potentially evolve over time, and explore packaged designs, layouts, and functionalities that will align with the present and future goals. These Jumpstart Packages are typically shown to prospective clients through demonstration ArcGIS Hub sites that have been built and deployed by GTG, and they serve as the foundation for subsequent



discussions and developments. Both ArcGIS Hub Basic and ArcGIS Hub Premium options are discussed with the client, and our team is capable of scaling the foundational package to correspond with the path the client chooses.

GTG has also created a conceptual geospatial data hub for clients to get a general idea of things that can be included in their hubs. View it here: <a href="https://gtg-hubgtg.hub.arcgis.com/">https://gtg-hubgtg.hub.arcgis.com/</a>

GTG's step-by-step GIS system design and phased implementation plan is practical, detailed and logically organized. It continues to serve as our roadmap for success. They are on time, within budget, and with outstanding professional expertise. I would definitely recommend GTG to plan your GIS projects.

- Calvert County, MD

# **GIS Mapping**

Geographic Technologies is a leading expert in GIS Technology. GIS is all we do. For over twenty-three years our experts have been planning, designing, implementing, and providing maintenance and support for our clients and all of their GIS mapping projects. GTG provides our clients with all their GIS mapping needs from data collection, assessment, design, implementation, management, and training.

We are a GIS consulting company with over 25 GIS specialists who live and breathe GIS Technology. GTG professional credentials in GIS mapping are illustrated in the number and complexity of local government clients throughout the world, particularly in North America. Here is a list of the last fifty (50) Cities we have provided GIS services for.

#### **Geographic Technologies Group City Clients**

- 1. 2020: City of Fort Pierce, Florida
- 2020: City of Granbury, Texas
- 2020: City of Tulare, California
- 4. 2020: City of Roswell, Georgia
- 2019: City of Pico Rivera, California
- 2019: City of Mississauga, Ontario, Canada
- 7. 2019: City of Lawrenceville, Georgia
- 2019: City of Farmers Branch, Texas
- 2019: City of Lathrop, California
- 10. 2019: City of San Marcos, Texas
- 11. 2019: City of Napa, California
- 12. 2019: City of Lloydminster, Alberta, Canada
- 13. 2019: City of Morgan Hill, California
- 14. 2019: City of Hobart, Indiana
- 15. 2019: City of Irvine, California
- 16. 2019: City of Boulder OSMP, Colorado
- 17. 2018: City of Berkeley, California
- 18. 2018: City of Vancouver, Washington
- 19. 2018: City of Markham, Ontario, Canada
- 20. 2018: City of Lauderhill, Florida
- 21. 2017: City of Nanaimo, British Columbia, Canada
- 22. 2017: City of Rocky Mount, North Carolina
- 23. 2017: City of Wilmington, North Carolina
- 24. 2017: City of Boulder OSMP, Colorado
- 25. 2017: City of Simi Valley, California
- 26. 2017: City of Roswell, Georgia

- 27. 2017: City of Providence, Rhode Island
- 28. 2016: City of Missouri City, Texas
- 29. 2016: City of Roseville, California
- 30. 2016: City of Louisville, Kentucky
- 31. 2016: City of Boynton Beach, Florida
- 32. 2016: City of Concord, California
- 33. 2016: City of Lake Worth, Florida
- 34. 2016: City of Rockwall, Texas
- 35. 2016: City of Fulshear, Texas
- 36. 2015: City of Roswell, Georgia
- 37. 2015: City of Bossier City, Louisiana 38. 2015: City of Guelph, Ontario, Canada
- 39. 2015: City of Lauderdale Lakes, Florida
- 40. 2015: City of Truckee, California
- 41. 2015: City of Greenville, North Carolina
- 42. 2015: City of Fresno, California
- 43. 2014: City of Sunnyvale, California
- 44. 2014: City of Eagan, Minnesota
- 45. 2014: City of South Bend, Indiana
- 46. 2014: City of Johnson City, Tennessee
- 47. 2014: City of Healdsburg, California
- 48. 2014: City of Charleston, West Virginia 49. 2013: City of West Hollywood, California
- 50. 2013: City of Pasadena, California



Geographic Technologies Group (GTG) is one of the world's leading local government GIS software design companies. Our team has extensive and award-winning experience in GIS software and GeoHub solutions. Our recent GeoHub work with the following organizations

should demonstrate why GTG is the best choice for the City of Green Cove Springs:

- City of Mississauga, Ontario, Canada
- City of Fort Pierce, Florida (work in progress)
- City of Roswell, Georgia
- City of Broken Arrow, Oklahoma
- City of Hobart Indiana
- City of Berkeley, California
- City of Tulare, California (work in progress)

Mississauga Data Center:
https://www.arcgis.com/apps/M
apSeries/index.html?appid=b68
55154775b4e858deaa81653b9a0
b9/
City of Roswell GeoHub:
https://data-

roswellga.opendata. arcgis.com/

# **Scope of Services**

Our team will plan, design, implement and maintain an outstanding Online Mapping System called **Green Cove Springs GeoHub.** We will collaborate with the City to solicit ideas, feedback, and review from all stakeholders. We will build a prototype for review by all stakeholders. Our final solution will be a showcase! Our scope of work includes three steps and eight tasks.



#### **STEP 1: Project Kick-Off**

- Task 1: Kick-Off Meeting and Presentation to City Stakeholders
- Task 2: Breakdown of Project Costs

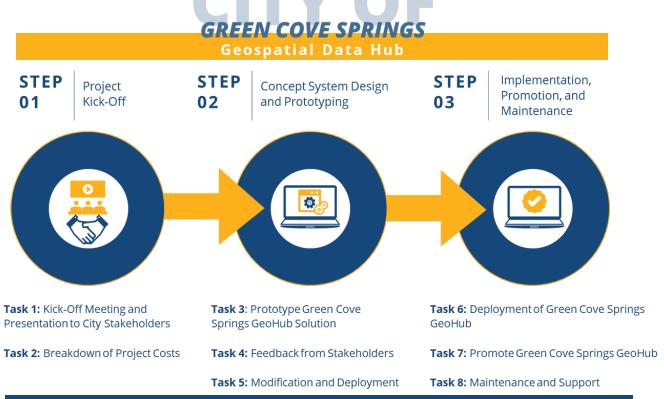
#### **STEP 2: Concept System Design and Prototyping**

- Task 3: Prototype Green Cove Springs GeoHub Solution
- Task 4: Feedback from Stakeholders
- Task 5: Modification and Deployment

#### STEP 3: Implementation, Promotion, and Maintenance

- Task 6: Deployment of Green Cove Springs GeoHub
- Task 7: Promote Green Cove Springs GeoHub
- Task 8: Maintenance and Support





#### STEP 1: Project Kick-Off

#### **Task 1: Kick-Off Meeting and Presentation to City Stakeholders**

GTG will employ its industry knowledge and experience to conduct a Kick-Off meeting and presentation to all stakeholders, including City staff, residents of the City, City Council, Developers, Engineers, Architects, Contractors, and other interested parties. The initial presentation will last 60 minutes and will provide an opportunity for early interaction with the project team. This presentation will describe the vision, goals, and objectives of the project and explain the process, timeline, and opportunities for feedback. This presentation



will include a detailed review of existing GeoHub solutions around the United States and Canada. This will be a Microsoft Teams or Zoom meeting open to all stakeholders.

#### **Task 2: Breakdown of Project Costs**

The total investment for the project is \$25,000. The GTG team will meet with the City of Green Cove Springs to present the cost breakdown. It includes annual software hosting licensing, the design and deployment of the Green Cove Springs GeoHub, and the annual maintenance, upkeep, and future enhancements.

#### **High-level Breakdown** (detailed breakdown on the following page)

Project Investment				
Design and Deployment of the Green Cove Springs GeoHub	\$24,000			
Annual Esri Software and Hosting	\$1,000			
Total Cost	\$25,000			

#### **Supplemental Work**

The City may wish to build additional solutions into the Green Cove Springs GeoHub including web applications, story maps, dashboards, open data, or hardcopy maps. GTG hourly rates for enhancements and improvements to the Green Cove Springs GeoHub include:

#### **GTG Rates**

•	Project Manager	\$98
•	ArcGIS Hub Specialist	\$78
•	Data Specialist	\$60

#### **Detailed Breakdown:**

of Green Cove Springs	Budget
Step 1: Project Kick-Off	
Task 1: Kick-off Meeting and Presentation to City Stakeholders	\$50
Task 2: Breakdown of Project Costs	\$10
Step Two: Concept System Design and Prototyping	
Task 3: Prototype Green Cove Springs Geo Hub Solution	\$2,00
Applications	
Web application #1: Current and Future Land Use Application	\$80
Web application #2: Parcels and Zoning Application	\$80
Web application #3: Capital Improvement Projects (CIP) Application*	\$1,20
Web application #4: Utility Services Information Application	\$1,00
Web application #5: Transportation Network and Real-time Traffic Data Application	\$1,00
Web application #6: Emergency Services and Real-time Weather Application	\$1,00
Web application #7: Storm Damage Assessment (FEMA Reporting) Application*	\$1,20
Web application #8: Parks and Recreation, Natural Resources, and Environmental Application	\$80
Web application #9: Development Services – Building Permits Application*	\$1,20
Web application #10: Development Services – Code enforcement Application*	\$1,20
Web application #11: Public Works - Curbside Services Application	\$1,00
Web application #12: Hurricane Tracking Application	\$60
Story Maps	
History of the City of Green Cove Springs or similar	\$3,60
Dashboards	
Capital Improvement Projects (CIP) Dashboard	\$1,20
Open Data	
Florida Open Data	\$25

City of Green Cove Springs	Budget
Map Gallery	
Hardcopy PDF Map Gallery	\$250
City Overview	
Green Cove Springs Statistics - population, avg. age, # of parks, etc.	\$500
Task 4: Feedback from Stakeholders	\$400
Task 5: Modification and Deployment	\$2,500
STEP 3: Implementation, Promotion, and Maintenance	
Task 6: Deployment of Green Cove Springs GeoHub	\$500
Task 7: Promote Green Cove Springs GeoHub	\$400
Task 8: Maintenance and Support**	\$1,000
Total Sum:	\$25,000

<sup>\*\*</sup>Include \$1,000 annual cost for Esri software and hosting.

Note: This quote does not include any Digital GIS data creation - It is assumed all digital data is available and accessible. It also assumes that data is already symbolized as desired in the maps that will be used to publish the data to ArcGIS Online.

<sup>\*</sup>Includes training on updating GIS data used in the Web Applications.

#### STEP 2: Concept System Design and Prototyping

#### Task 3: Prototype Green Cove Springs GeoHub Solution

Our expert team will work with the city to plan, design, and implement a prototype Green Cove Springs GeoHub Solution. It will include the layout and functionality of the solution and the components including:

- Applications
  - Web application #1: Land Use and Future Land Use Application
  - Web application #2: Zoning Application
  - Web application #3: Capital Improvement Projects (CIP) Application\*
  - Web application #4: Utility Services Information Application
  - Web application #5: Transportation Network and Real-time Traffic Data Application
  - Web application #6: Emergency Services and Real-time Weather Application
  - Web application #7: Storm Damage Assessment (FEMA Reporting) Application\*
  - Web application #8: Parks and Recreation, Natural Resource and Environmental Application
  - Web application #9: Development Services Building Permits Application\*

- Web application #10: Development Services –
   Code enforcement Application\*
- Web application #11: Public Works -Collection and Recycling Application
- Web application #12: Hurricane Tracking Application STORY MAPS
- Story Maps
  - History of the City of Green Cover Springs or similar
- Dashboards
  - Capital Improvement Projects (CIP)
     Dashboard
- Open Data
  - Florida Open Data
- Map Gallery
  - Hardcopy PDF Map Gallery
- City Overview

# A Geospatial Data Hub for the City

#### Please review <a href="https://green-cove-springs-demo-gtg.hub.arcgis.com/">https://green-cove-springs-demo-gtg.hub.arcgis.com/</a>

This is our team's prototype solution for the City of Green Cove Springs. We have used applications and dashboards, and open data from other organizations to show the City what Green Cove Springs GeoHub Solution could look like. Our team will consider all functions and activities of the City listed below when designing the web applications, story maps, dashboards, open data, map gallery, and City initiatives. After the project kicks off, our team will work closely with the City to determine all the data the City would like to include, as well as customizing the look and feel of the Hub.





City of Green Cove Springs Geospatial Data Hub Prototype

See screenshots of our client examples at the end of the scope section.

RFQ LC 2021-01: Design Consultant and Project Coordination for GIS Design Project



#### **Green Cove Springs GeoHub Solution**

- **Development Services** 
  - Building
  - Code Enforcement
- Planning & Zoning
- Electric
- **Finance**
- **Human Resources**
- Information Systems
- Parks & Recreation
  - City Pool
- Police
  - Crime Map
- **Public Works** 
  - Water/Wastewater Division
  - Stormwater Division
  - Community Clean-Up Week
  - Solid Waste Division
  - Street Maintenance Division
- Current City Projects
- Utilities
  - **Utility Billing**
  - **Utility Rates**

- Pay My Utility Bill
- Apply for Utilities
- **Utility Safety**
- Utility Rates Water, Wastewater, and Solid Waste
- Electric Rates
- **Utility Assistance**
- City Garbage Collection
- City Yard waste Collection
- **Recycling Map Locations**
- Access to County Data Layers
  - **Parcels**
  - Street Centerline
  - **Address Points**
  - **Aerial Photography**
- History of Green Cove Springs
- Park Facilities Reservations
- City Hall Facility Reservations
- Augusta Savage Community Fine Arts Program
- **Local Businesses**
- Hospitals
- Schools

RFQ LC 2021-01: Design Consultant and Project Coordination for GIS Design Project

Item #13.

Task 4: Feedback from Stakeholders

The prime objective of the Green Cove Springs GeoHub Solution is to support the needs of all stakeholders, including City staff, residents of the City, City Council, Developers, Engineers, Architects, Contractors, and other interested parties. Our team will conduct the following

tasks:

Create Feedback Questionnaire

Conduct Needs Assessment and Gather Feedback from the Developers, Engineers,

Architects, Contractors - Email Blast of Questionnaire

Deliverable: Feed Back Report

Conduct Needs Assessment and Gather Feedback from the Public –Release

Questionnaire on Website and Social Media

Deliverable: Feed Back Report

Conduct Needs Assessment and Gather Feedback from the City Departments - Email

Blast of Questionnaire and Remote or On-site Meetings.

Deliverable: Feed Back Report

Our team will document the needs of all stakeholders and identify how each need can be incorporated into the Green Cove Springs GeoHub.

It is anticipated that the end solution will exceed the expectations of the City and all stakeholders. Some highly sophisticated requirements may require further discussion and

budget.

**Task 5: Modification and Deployment** 

The GTG Team will use the feedback reports to modify the Green Cove Springs GeoHub Solution prototype. Our team will redeploy the solution for final comment by all

stakeholders. The prototype will be hosted on the Esri AGOL web site.

#### STEP 3: Implementation, Promotion, and Maintenance

#### Task 6: Deployment of Green Cove Springs GeoHub

The GTG Team will set a time and date to "go live "with the final version of the Green Cove Springs GeoHub

#### **Task 7: Promote Green Cove Springs GeoHub**

Our team will promote the Green Cove Springs GeoHub to all stakeholders, including but not; limited to the following:

- To Developers, Engineers, Architects, Contractors
- To the Public –Website and Social Media
- To the City Departments

#### **Task 8: Maintenance and Support**

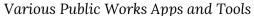
The total fee for the project is \$25,000. The breakdown of the cost includes the following:

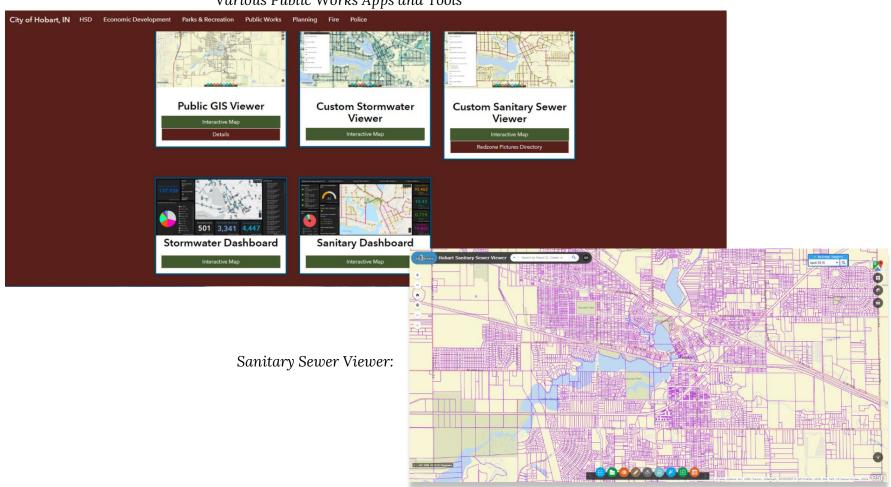
- \$24,000 Design and Deployment of the Green City Cove Springs GeoHub
- \$1,000 Annual Esri Software and Hosting Fee
- Fixed Hourly Rates for future enhancements and improvements, and additions to the Green Cove Springs GeoHub
  - Note: The Green Cove Springs GeoHub solution is an open citizen browser-based solution available to all stakeholders. All data and applications created are open to the public.

# **Client Examples of ArcGIS Hub Web Applications By Department**

#### **Public Works**

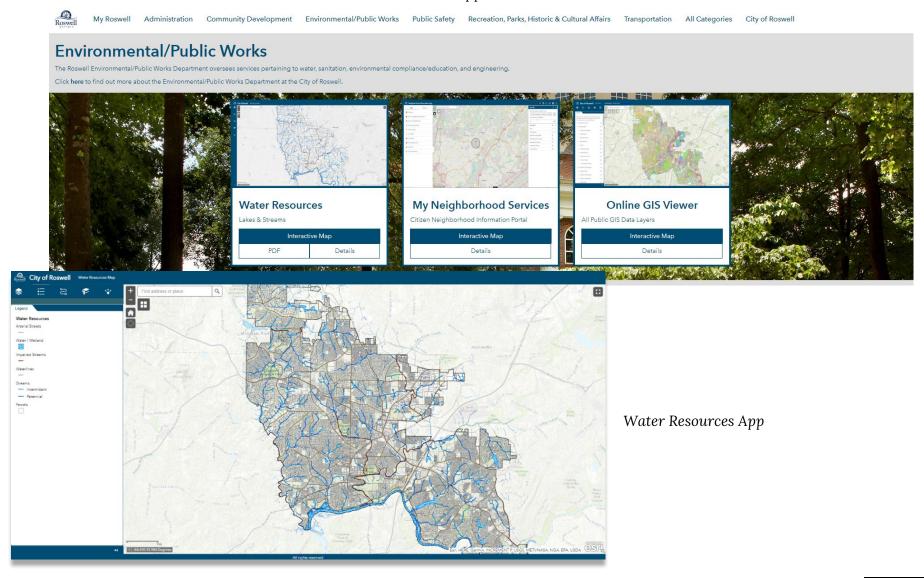
#### City of Hobart, IN



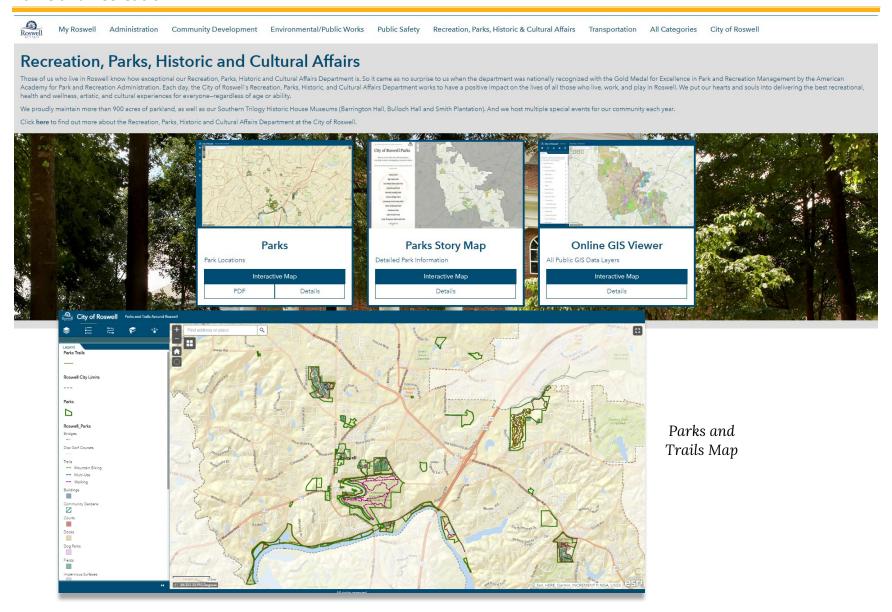


#### City of Roswell, GA

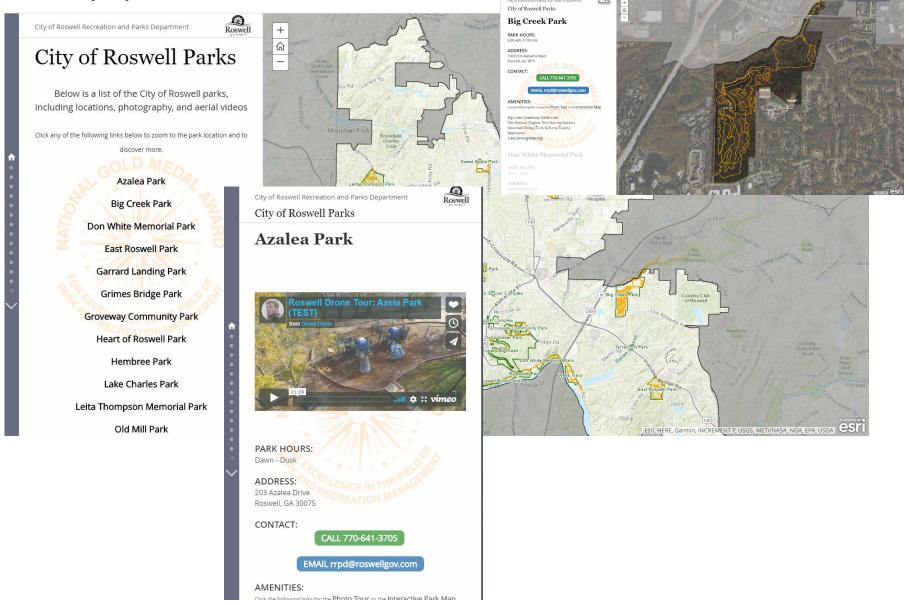
#### Various Public Works Apps and Tools



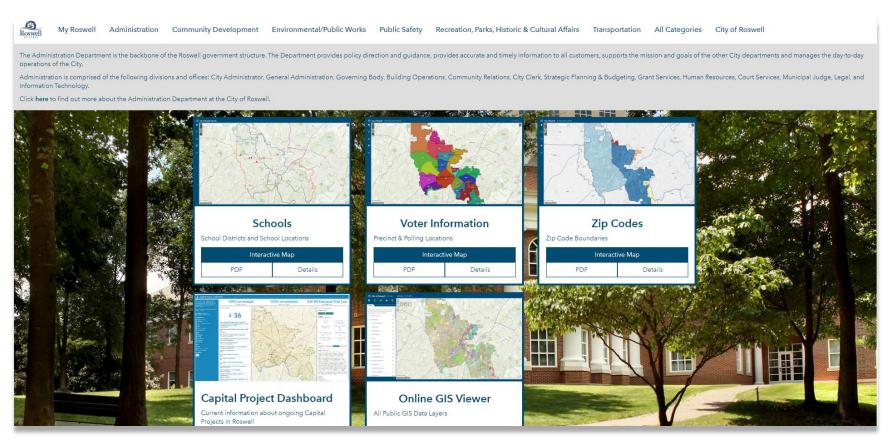
#### **Parks and Recreation**



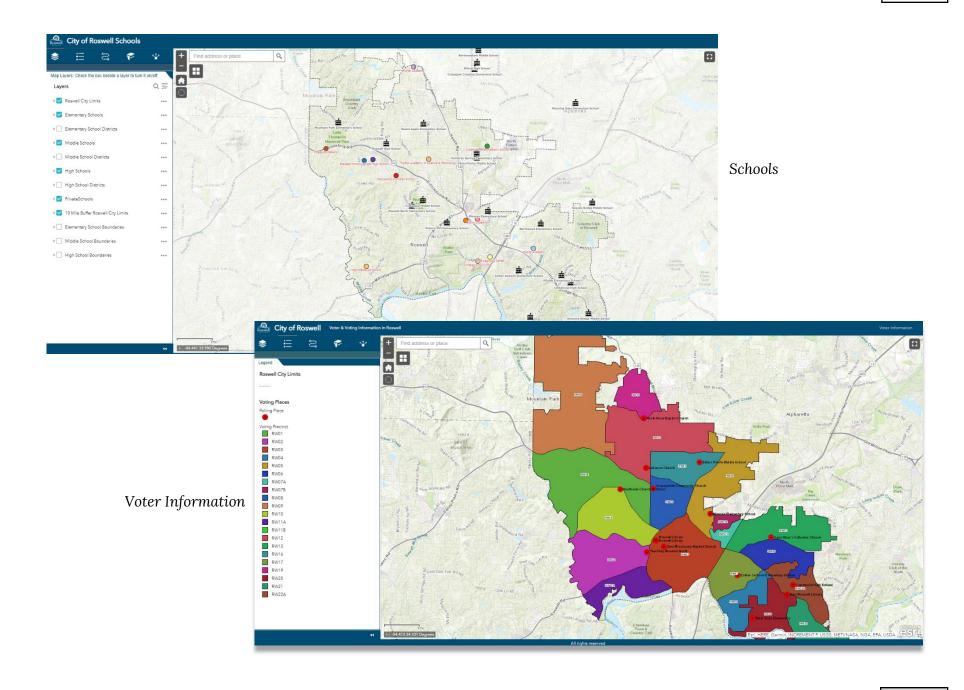
# Story Map

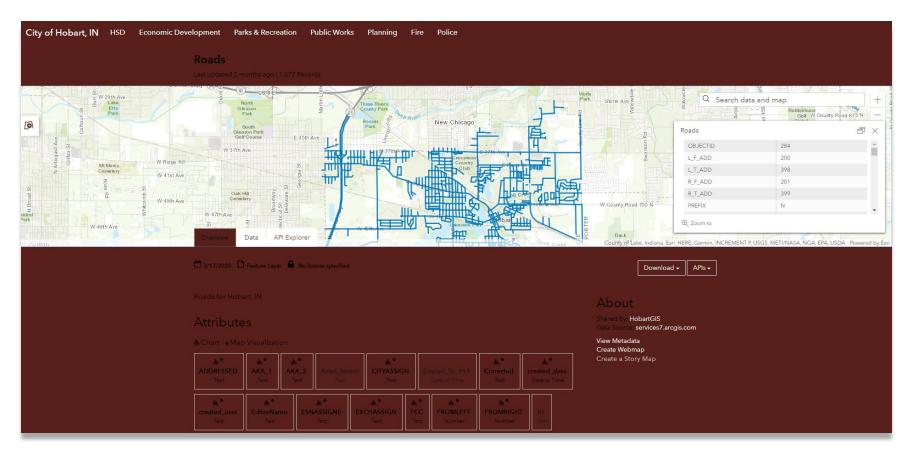


#### Administration



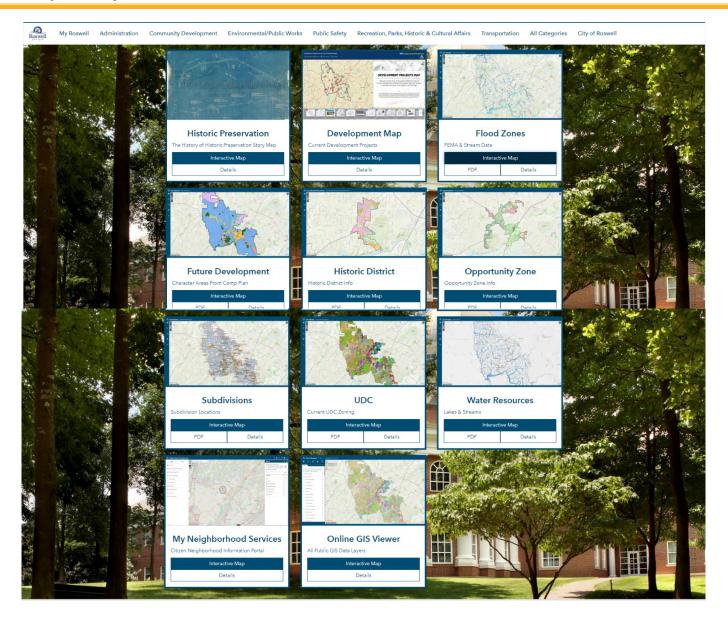
Various Apps and Tools

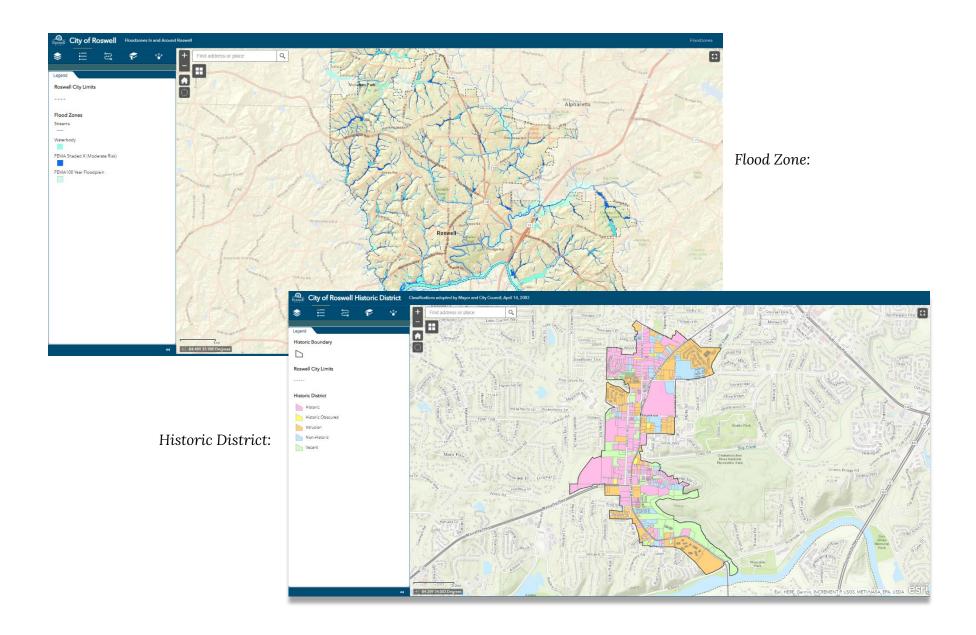




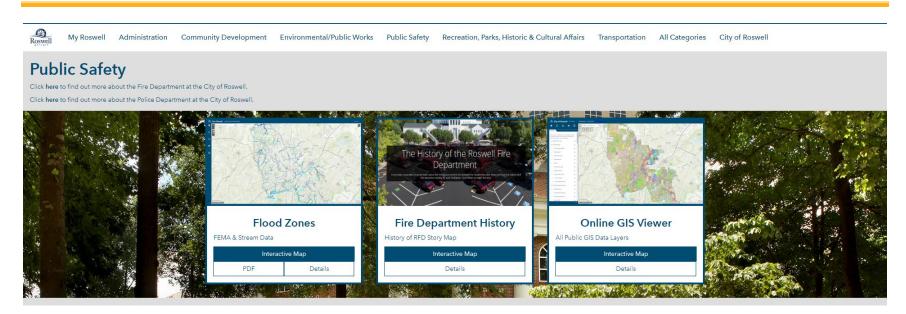
Road App

#### **Community Development**



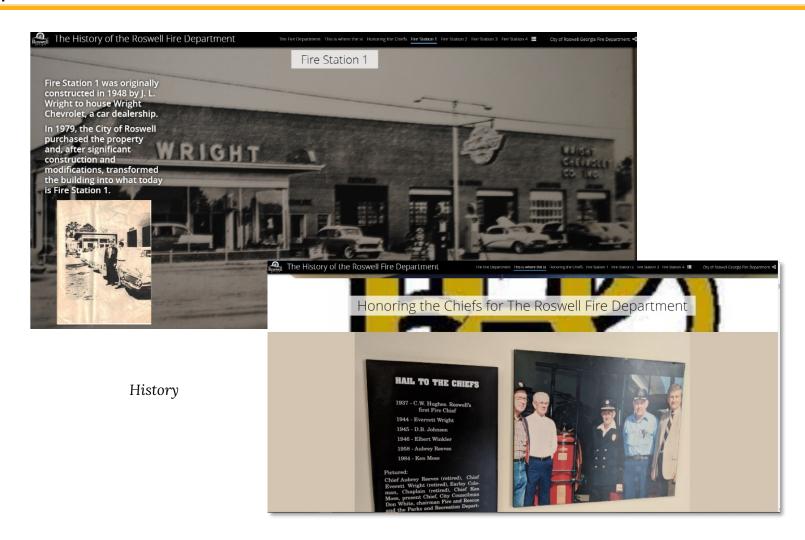


#### **Public Safety**

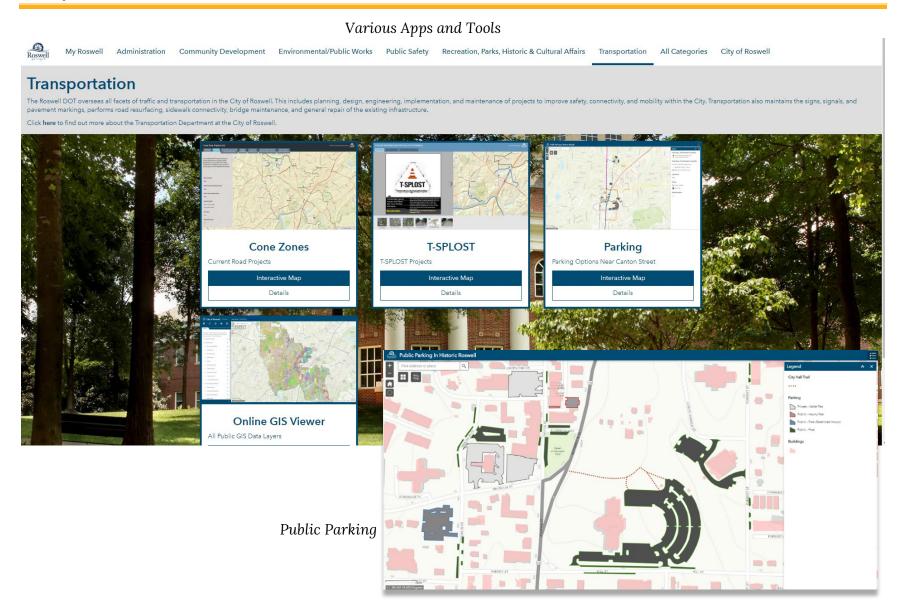


Various Apps and Tools

#### Fire Dept.



#### **Transportation**



#### **Schedule**

Geographic Technologies Group understands that there are three major project deliverables, the first is due February 26, 2021 (procurement of the GIS consultant) and the final deliverable must be completed no later than June 15, 2021. We are aware the final deliverable must include the following:

- Final Online Comprehensive Mapping System Website (Green Cove Springs GeoHub).
- Promote the use of the Online Mapping System through the City's website and social media pages.
- Compiled Current and Future intended Initiatives.
- Ensure DEO is provided with any subcontract or amendment to existing contract as needed.

Our team proposes the following schedule for this project as soon as the notice to proceed is given.

City of Green Cove Springs, FL   Project Timeline								
Duringt Change	Month 1				Month 2			
Project Steps			w3	w4	w1	w2	w3	w4
Step 1: Project Kick-Off								
Task 1: Kick -off Meeting and Presentation to City Stakeholders								
Task 2: Breakdown of Project Costs								
Step Two: Concept System Design and Prototyping								
Task 3: Prototype Green Cove Springs Geo Hub Solution								
Task 4: Feedback from Stakeholders								
Task 5: Modification and Deployment								
STEP 3: Implementation, Promotion and Maintenance								
Task 6: Deployment of Green Cove Springs GeoHub								
Task 7: Promote Green Cove Springs GeoHub								
Task 8: Maintenance and Support		Optio	nal S	uppor	t and	Assist	ance	/ <del>////</del> //

# Management and Staffing

GEOGRAPHIC TECHNOLOGIES GROUP

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# (4) Management and Staffing

GTG has carefully selected a team that has the proper education and work experience for this project. This team understands local government, are experts in the entire Esri suite of products, and has extensive experience with GIS Consulting Services and creating and implementing platforms to house GIS data in an appealing and user-friendly way. We are excited to help the City of Green Cove Springs achieve its vision. GTG understands the consistency of a project team is important, however, if the need arises, any proposed replacement of a key staff member will have equivalent or better qualifications than the original staff member.



Resumes for the team can be found on the following pages.



**MASTER OF SCIENCE** – Natural Resource Management GIS Research Program NC State University

**BACHELOR OF ARTS: HONORS -**

Geography School of Humanities- Geography **Greenwich University** 

#### CERTIFICATIONS

**Geographic Information Systems** Professional (GISP)

#### AWARDS

- Esri Cornerstone Partner Award
- Esri Business Partner of the Year
- 2017 Esri Partner Award Winner: Best Citizen Engagement Award
- Multiple Esri Local Government Special Achievement (SAG) Awards
- 2017 URISA Best Web GIS
- 2017 URISA Best Public-Sector GIS

#### **PUBLICATIONS**

Author of 2016 Strategic GIS Planning and Management in Local Government

2020 - Smart Geospatial Practices and Applications in Local Government





# DAVID HOLDSTOCK, G Item #13.

CEO, PROJECT ADVISOR







#### **PROFILE**

Mr. David Holdstock is one of North America's leading authorities on GIS Strategic Implementation Planning in local government. He has secured GIS implementation awards for multiple organizations including the City of Guelph, Ontario, Canada, and the City of Unalaska, Alaska. Mr. Holdstock's recent 2020 book "Smart Geospatial Practices and Applications in Local Government" and his future 2023 book "How to Build a Geo Smart City - A Step By Step Guide" establishes him as a leading GIS authority. Mr. Holdstock incorporated Geographic Technologies Group, Inc. (GTG) in 1997 with offices throughout the United States. Mr. Holdstock has over 25 years of GIS experience. He has provided GIS data and consulting services for over 300 clients and has managed complete GIS enterprise implementations, including the planning, design, and implementation of Geospatial Data Hub Solutions, using ArcGIS Hub platform. As Principle, his duties include GIS management, GIS planning, assessment, design, and implementation of enterprise GIS programs, client contact, and project technical supervisor.



#### KEY EXPERIENCE

- Has managed the deployment of Esri Solutions for Hundreds of Clients
- Managed over 300 GIS Needs Assessments and Enterprise Implementations
- Oversees all ArcGIS Hub and Geospatial Website Deployments
- GIS Consulting Services
- Former GIS Manager for World's Leading Transportation Engineering Company - Parson Brinkerhoff, Quade and Douglas (PBQ&D), NY
- Extensive Publications and Presentations on GIS For Local Government
- Conducts GIS Technology Workshops and Education Seminars
- Develops Project Management Plans and QA/QC Procedures
- Provides Oversight for GIS Data Management Projects & Enterprise Implementation
- GIS/GPS Program Director at North Carolina State University Institute for Transportation Research and Education (ITRE)



#### SIMILAR PROJECTS

City of Mississauga, ON- Internal Story Map Hub Planning and Implementation, Strategic Planning, Software Consulting Services, Story Map, Economic Development Online Data Center, City of Fort Pierce, FL- Strategic Planning, Software Consulting Services, ArcGIS Hub Solution Planning, and Implementation City of Roswell, GA – GIS Strategic Planning, Consulting, Public GIS Viewer, ArcGIS Data Hub Planning, and Implementation City of Hobart, IN – GIS Needs Assessment, Geospatial Data Hub City of Broken Arrow, OK – GIS Consulting Services, Database Clean-up and Design, Maintenance, ArcGIS Data Hub Planning, and Implementation.

City of Berkeley, CA- GIS Master Plan, GIS Consulting, Publ GIS Data Hub Viewer Planning and Implementation

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#### **BACHELOR OF SCIENCE -**

Environmental Science (Energy and Sustainability concentration)

Minor in Geography (GIS focus) University of North Carolina, Chapel Hill

#### TECHNICAL SKILLS

- ArcGIS applications ArcSDE
  - Spatial Analysis, Network Analysis, and Data Reviewer extensions
- Esri Software Suite
- Python, SQL, Matlab
- Microsoft Visual Basic and VB.NET
- Remote Sensing, Envi Image **Processing Software**

# RIVES DEUTERMAN

GIS PROJECT MANAGER AND STRATEGIC PLANNER







#### **PROFILE**

Mr. Rives Deuterman currently serves as a Project Manager and GIS Strategic Planner for Geographic Technologies Group. He has a Graduate Certificate in Geographic Information Systems. At GTG, assists in all Needs Assessments, Analysis, and the creation of GIS Strategic Plans and Roadmaps. He also is project lead on all of our ArcGIS Hub and Geospatial Data Hub Solutions. He performs geodatabase management, data creation, migration and conversion, data capture, and data cleanup. He reviews data transfer and consolidations. He also provides QA/QC procedures and detailed technical documentation. He has experience with SQL. He creates and maintains data layers and develops maps and applications. He provides updates and maintenance for clients, as well as on-call technical support. He responds to client requests and provides as-needed GIS training.



#### KEY EXPERIENCE

- **GIS Consulitng**
- **Geospatial Websites**
- **ArcGIS Hub Solutions**
- Esri Software Updates and Maintenance
- GIS Strategic Planning
- GIS Data Management and Migration
- Data Transfer and Consolidation
- **Data Layer Creation**
- **ArcGIS Implementation**
- **GIS Technical Support Services**
- Data Collection using Collector for ArcGIS
- Quality Control/Quality Assurance Standards



#### SIMILAR PROJECTS

City of Mississauga, ON- Internal Story Map Hub Planning and Implementation, Strategic Planning, Software Consulting Services, Story Map, Economic Development Online Data Center,

City of Fort Pierce, FL- Strategic Planning, Software Consulting Services, ArcGIS Hub Solution Planning, and Implementation City of Roswell, GA – GIS Strategic Planning, Consulting, Public GIS Viewer, ArcGIS Data Hub Planning, and Implementation City of Hobart, IN – GIS Needs Assessment, Geospatial Data Hub City of Broken Arrow, OK – GIS Consulting Services, Database Clean-up and Design, Maintenance, ArcGIS Data Hub Planning, and Implementation.



**MASTER OF SCIENCE** - Geography Certificate: GIS East Carolina University

**BACHELOR OF SCIENCE** – Geography University of Florida

#### **CERTIFICATIONS**

Graduate Certificate in Geographic Information Systems

#### AWARDS

- Esri Cornerstone Partner Award
- Esri Business Partner of the Year
- 2017 Esri Partner Award Winner: Best Citizen Engagement Award
- Multiple Esri Local Government Special Achievement (SAG) Awards
- 2017 URISA Best Web GIS
- 2017 URISA Best Public-Sector GIS

#### TECHNICAL SKILLS

ESRI's Suite of GIS Software, ArcGIS Server, ArcGIS Online, Socrata Open Data & Open Performance, SQL Server, Management Studio, Transact-SQL, Microsoft Excel, Plotly, R/RStudio, HTML5, CSS, JavaScript, React, Node.js, Postgres, C#, Powershell, Git, ObjectiveC

# JESSY BEASLEY

SENIOR GIS ANALYST





919.759.9214 ivanhorn@geotg.com



#### **PROFILE**

Mrs. Jessy Beasley has worked with GIS data and Esri products for over seven years. As a Senior GIS Analyst for GTG, she has completed GIS Data Assessments, performed QA/QC, deployed software, and migrated data to Esri's ArcGIS Utility Network schemas. She has assisted in the planning, data gathering, design, and deployment of ArcGIS Hub solutions for several clients. Jessy has also developed GIS Training Plans and Standard Operating Procedures (SOPs). She has collaborated with analysts at county and state levels to develop GIS solutions for stakeholders. She served as a Physical Science Technician with the USDA-Agricultural Research Service, creating quality geodatabases that were used to build agricultural conservation plans throughout the Midwest. While at the USDA, she built multiple web applications using Esri's Story Maps and Web AppBuilder to ease information transfer among government officials and the public. She frequently found solutions employing Python to automate processes and extract and maintain organized datasets. She also uses Esri's ArcGIS Data Reviewer to manage and control data quality for GIS projects. She provides spatial modeling and analysis to improve GIS decision making.



#### KEY EXPERIENCE

- Six years of experience working with ArcGIS Desktop applications
- Implemented ArcGIS Hub Solutions
- **Deployment of Geospatial Websites**
- Proficient in ArcGIS Online
- **Dashboard Creation**
- **Workflow Automation**
- **Spatial Modeling**
- **Geoprocessing Automation**
- **Data Creation and Migration**
- Data Integrity and QA/QC Procedures
- Can find solutions to automate repetitive processes using Python, employ GIS web applications to ease information sharing, and provide and maintain quality GIS data and databases.
- Understanding of file geodatabase structure and subsequent data configuration
- **Targeted Application Development**
- LGIM Implementation and Migration



#### SIMILAR PROJECTS

City of Mississauga, ON- Internal Story Map Hub Planning and Implementation, Strategic Planning, Software Consulting Services, Story Map, Economic Development Online Data Center,

City of Fort Pierce, FL- Strategic Planning, Software Consulting Services, ArcGIS Hub Solution Planning, and Implementation City of Roswell, GA – GIS Strategic Planning, Consulting, Public GIS Viewer, ArcGIS Data Hub Planning, and Implementation

City of Hobart, IN – GIS Needs Assessment, Geospatial Data

City of Broken Arrow, OK – GIS Consulting Services, Database

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Item #13.



**BACHELOR OF SCIENCE** – Business Administration with a concentration in Marketing Colorado State University

#### AWARDS

- Esri Cornerstone Partner Award
- Esri Business Partner of the Year
- 2017 Esri Partner Award Winner: Best Citizen Engagement Award
- Multiple Esri Local Government Special Achievement (SAG) Awards
- 2017 URISA Best Web GIS
- 2017 URISA Best Public-Sector GIS

# JESSICA PARKER

BUSINESS DEVELOPMENT AND SUPPORT SERVICES DIRECTOR







#### **PROFILE**

Jessica Parker is Geographic Technologies Group's Business Development and Support Services Director, with a BSBA from Colorado State University. She is the leader of several business development initiatives at Geographic Technologies Group. She is responsible for managing GTG's Marketing Team, oversight of proposals and nurturing of client relationships. She also creates GTG's presentations, designs graphics, and assists with the creation and implementation of strategic plans. Mrs. Parker has great proficiency in the Microsoft Office Suite, Adobe products, Prezi, and Flipbooks.



#### HIGHLIGHTS

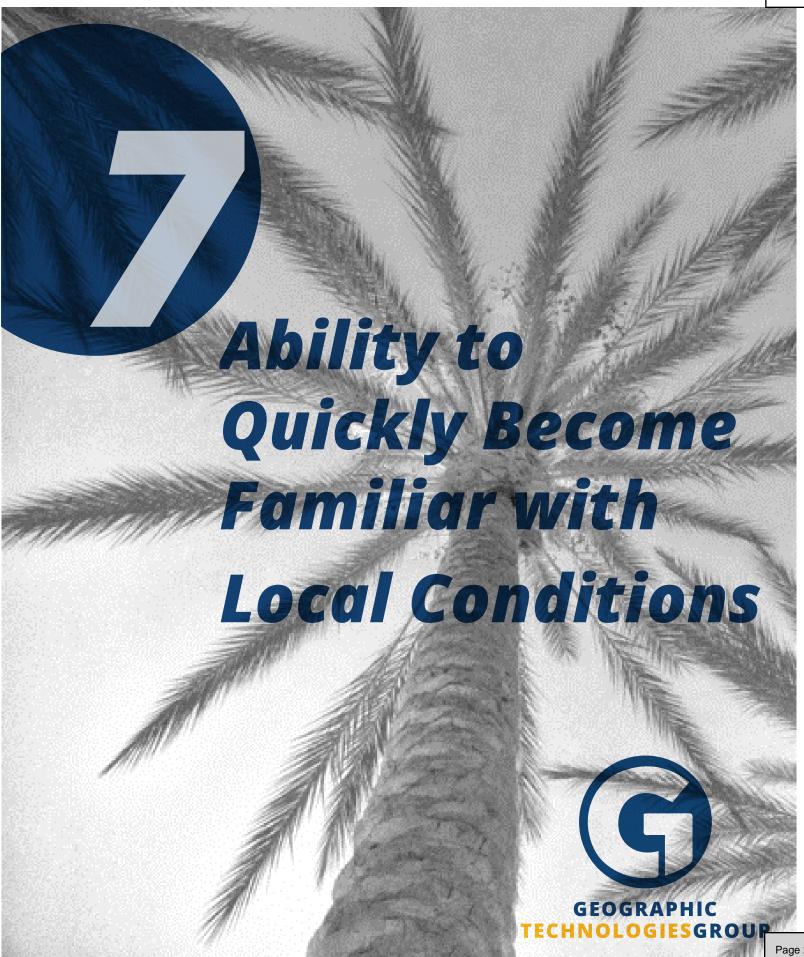
- Designs Graphics for ArcGIS Hubs and Geospatial Websites
- Website Management
- **Project Coordination**
- Assists with the formation of GIS Strategic Plan documents
- Creates professional presentations, brochures, and other
- Supports the proposal writing process in response to RFPs
- Develops and implements marketing campaigns
- Expert in the following:
  - Strategic Plan formatting and finalization
  - **Preparing Presentations**
  - Marketing campaigns and collateral
  - **Marketing Analytics**
  - Team Task Management
  - Collaborating with clients



#### KEY EXPERIENCE

Mrs. Parker is well versed in all aspects of GIS Business Development and Marketing, and has recently worked on the designs for the following Geospatial Data Hubs:

- City of Mississauga, ON
- City of Fort Pierce, FL
- City of Roswell, GA
- City of Hobart, IN
- City of Broken Arrow, OK



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# (5) Ability to Become Quickly Familiar with Local Conditions

Geographic Technologies Group (GTG) has a successful track record in working with Florida towns, cities, and counties. Our references and working relationship with many Florida organizations is second to none. We are currently working with the Seminole Tribe of Florida and the City of Fort Pierce, Florida to build plan, design, and build similar Online Mapping Systems.

I believe that our hand-picked team can become familiar with the needs and requirements of the City of Green Cove Springs quickly and effectively. As CEO I will be driving to the City and meeting with key staff to present our scope and examples of other solutions around the country. This project will be a combination of on-site visits and remote presentations and updates. There will be four people dedicated to this project that will be available throughout the project.

- Myself David Holdstock CEO and Owner
- Rives Deuterman ArcGIS HUB and Esri Expert
- Jessy Beasley GIS Specialist
- Jess Parker Marketing and Design Coordinator

Our scope lends itself to getting to know the City staff and the ultimate required outcomes.

Our scope of work includes three steps and eight tasks.

#### **STEP 1: Project Kick-Off**

- Task 1: Kick-Off Meeting and Presentation to City Stakeholders
- Task 2: Breakdown of Project Costs

#### STEP 2: Concept System Design and Prototyping

- Task 3: Prototype Green Cove Springs GeoHub Solution
- Task 4: Feedback from Stakeholders
- Task 5: Modification and Deployment

#### **STEP 3: Implementation, Promotion, and Maintenance**

- Task 6: Deployment of Green Cove Springs GeoHub
- Task 7: Promote Green Cove Springs GeoHub
- Task 8: Maintenance and Support



# GIS CONSULTING SERVICES

City of Peterborough, Ontario Wake County, North Carolina City of Hobart, Indiana Seminole Tribe of Florida City of Fort Pierce, Florida Ashghal Public Works Agency, Qatar City of Morgan Hill, California Bay County, Florida City of Farmers Branch, Texas City of Pico Rivera, California City of San Marcos, Texas City of Irvine, California Santa Clara Valley Water District, California City of Lawrenceville, Georgia City of Granbury, Texas Contra Costa Water District, California City of Lloydminster, Alberta, Canada City of Lauderhill, Florida City of Tulare, California City of Berkeley, California Yukon Energy Corporation, Canada Gwinnett County, Georgia Columbus County, Georgia, Louisville Jefferson County, Kentucky City of West Hollywood, California San Luis Obispo County, California Rome Floyd County, Georgia City of Boulder OSMP, Colorado City of Vancouver, Washington City of Concord, California Wayne County, North Carolina City of Roseville, California City of Simi Valley, California City of Sunnyvale, California City of Pasadena, California City of West Sacramento, California City of Mississauga, ON, Canada Lane Council of Governments, Oregon City of Roswell, Georgia City of Markham, ON, Canada City of Nanaimo, BC, Canada City of Guelph, ON, Canada

City of Edina, Minnesota City of Woodland, California Town of Truckee, California City of Eagan, Minnesota Athens-Clarke County, Georgia Calvert County, Maryland Carteret County, North Carolina City of Alpharetta, Georgia Lake County Forest Preserves, Illinois City of Boynton Beach, Florida City of Cocoa, Florida City of Fulshear, Texas Forsyth County, Georgia City of Fort Pierce, Florida City of Gillette, Wyoming City of Goldsboro, North Carolina City of Goose Creek, South Carolina City of Greenville, North Carolina City of Gulf Breeze, Florida City of Hagerstown, Maryland City of Johnson City, Tennessee City of Kinston, North Carolina City of Kissimmee, Florida City of Lexington, North Carolina City of Maryville, Tennessee City of Medford, Oregon City of Midland, Michigan City of Miramar, Florida City of Morehead City, North Carolina City of North Myrtle Beach, South Carolina City of Olympia, Washington City of Opelika, Alabama City of St. Helens, Oregon City of Stuart, Florida City of Surf City, North Carolina City of Tarboro, North Carolina City of Titusville, Florida City of Topsail Beach, North Carolina City of Unalaska, Alaska

City of Valdez, Alaska

Yuma County, Arizona

Town of Snowmass Village, Colorado

City of Dayton, Ohio Lenoir County, North Carolina Moore County, North Carolina Orange County, North Carolina Pender County, North Carolina Richland County, South Carolina Rockingham County, North Carolina City of Hoover, Alabama Spotsylvania County, Virginia Town of Boone, North Carolina Town of Branford, Connecticut City of Pembroke Pines, Florida City of Parkland, Florida City of Rio Rancho, New Mexico City of New Bern, North Carolina City of Shelby, North Carolina City of South Bend, Indiana Town of Clayton, North Carolina Town of Davie, Florida Town of Leesburg, Virginia Town of Matthews, North Carolina Town of Nags Head, North Carolina Halifax County, North Carolina Hendry County, Florida Indian River County, Florida Kitsap County, Washington Town of Pine Knoll Shores, North Carolina Town of Southern Shores, North Carolina University of North Carolina, Chapel Hill Wicomico County, MD City of Salisbury, MD Wilson County, North Carolina



#### Contact Us:

www.geotg.com moreinfo@geotg.com

(888) 757-4222

# about GEOGRAPHIC TECHNOLOGIES GROUP®

Geographic Technologies Group, Inc. (GTG) is one of the country's leading full-service local government GIS consulting companies. GTG's corporate headquarters is located in Goldsboro, North Carolina, with regional offices in Raleigh, North Carolina and Longview, Texas. GTG has secured state, national, and international awards for software solutions and consulting services. Founded in 1997, GTG celebrates more than two decades of growth and success. Built on its tradition of deploying the very best GIS solutions for local government, GTG now has over 700 clients nationwide. A corporate culture of quality, understanding government operations, and commitment to our clients allows GTG to continue to build an outstanding GIS portfolio.





#### Bid LC 2021-01

## GIS Design Consultant Scoring Sheet

Name	of Evaluator:	Angel Alicea	Date:	2/10/2021
Name	of Firm:	Bruce Harris		
1.	Firm's history	- <b>10 points <u>10</u></b> or and experience and paseuding qualifications and e		
2.	The primary	I Staff– 0 - 10 points staff assigned to the proje rith implementations of an	ect individually must	
3.	The prospect	erstanding – <b>0 - 20 poin</b> ive contractor's understal ants to achieve the solution	nding of what the C	ity is trying to achieve
4.	Overall respon	e Proposed Solution – ( ensiveness, viability and c FP's specifications.		the proposal meet or
5.	Completed promaintain. The	nance of System – 0 - 20 bject will improve City staff of selected firm intends to wor the system and provide am	efficiency without bein k closely with City sta	aff on the creation and
6.	_	mplete Project – 0 - 10   d ability to complete proje		d timelines and costs
<b>7</b> .	Total Score:	85		

#### Bid LC 2021-01

## GIS Design Consultant Scoring Sheet

Name	of Evaluator:	Angel Alicea	Date:	2/10/2021
Name	of Firm:	GTG		
1.	Firm's history	- <b>10 points <u>10</u></b> y and experience and pouding qualifications and		and quality on similar ne key project staff members.
2.	The primary	d Staff– 0 - 10 points _ staff assigned to the pro vith implementations of	oject individually	must have specific vstem within the past five (5)
3.	The prospec	erstanding – <b>0 - 20 po</b> tive contractor's unders ants to achieve the solu	tanding of what	the City is trying to achieve
4.	Overall response	ne Proposed Solution of the Proposed Solution of the Proposed Solution of the Proposed Section of the		30 does the proposal meet or
5.	Completed promaintain. The	nance of System – 0 - : oject will improve City stat selected firm intends to w f the system and provide a	ff efficiency withou vork closely with C	City staff on the creation and
6.		omplete Project – 0 - 1 ed ability to complete pro		 posed timelines and costs
<b>7</b> .	Total Score	: 100		

#### Bid LC 2021-01

## GIS Design Consultant Scoring Sheet

Name	of Evaluator:		Angel Alicea	Date	: 2/10/2021	
Name	of Firm:	Picket	t			
1.		y and e	xperience and pa		and quality on similar ne key project staff mem	bers.
2.	The primary	staff as	•	ect individually	must have specific estem within the past five	: (5)
3.	The prospec	tive cor	ding – <b>0 - 20 poi</b> itractor's underst achieve the solut	anding of what t	 the City is trying to achie	ve
7.	_	onsiven	-			or
8.	Completed promaintain. The	oject wil selecte		efficiency withou ork closely with C	It being burdensome to City staff on the creation and Staff if needed	d
9.	•	•	e Project – 0 - 10 / to complete pro		 posed timelines and cost	is
<b>7</b> .	Total Score:	: 80				

Name	of Evaluator:	Angel Alicea	Date: 2/10/2021
Name	of Firm:	SK International	_
1.	Firm's history	- <b>10 points <u>5</u></b> y and experience and past performuding qualifications and experience	nance and quality on similar se of the key project staff members.
2.	The primary	I Staff– 0 - 10 points10 staff assigned to the project individuality in the implementations of an online 0	_ dually must have specific GIS system within the past five (5)
3.	The prospect	erstanding – <b>0 - 20 points</b> ive contractor's understanding of ants to achieve the solution.	
10.	Overall response	e Proposed Solution – 0 – 30 po onsiveness, viability and complete PP's specifications.	
11.	Completed promaintain. The	pance of System – 0 - 20 points bject will improve City staff efficiency selected firm intends to work closely the system and provide ample training	without being burdensome to with City staff on the creation and
12.	•	omplete Project – 0 - 10 points _ d ability to complete projects withi	
7.	Total Score:	50	

Name	of Evaluator:	Angel Alicea	Date: 2/10/2021
Name	of Firm:	ETM	
1.	Firm's history		erformance and quality on similar erience of the key project staff members.
2.	The primary		individually must have specific alline GIS system within the past five (5)
3.	The prospec	erstanding – <b>0 - 20 points</b> tive contractor's understandiants to achieve the solution.	 ng of what the City is trying to achieve
13.	Overall response	ne Proposed Solution – 0 – onsiveness, viability and com RFP's specifications.	30 points30 pleteness, does the proposal meet or
14.	Completed promaintain. The		iency without being burdensome to losely with City staff on the creation and
15.	•	omplete Project – 0 - 10 poi d ability to complete projects	nts10s within proposed timelines and costs
<b>7</b> .	Total Score:	100	

Name of Evaluator: ASDOT Date: 2.9.21		
Nam	e of Firm: <u>GTG</u>	
1.	General – 0 - 10 points	
2.	The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.  THE EDUCATION & EXPANDICE	
3.	Project Understanding – 0 - 20 points  The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.  **The Understand Scope**	
4.	Quality of the Proposed Solution – 0 – 30 points 30  Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.  Excess RFP SPECS	
5.	City Maintenance of System – 0 - 20 points  Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed  CONCERNS ON PHYSICAL DISTANCE FROM CITY SHOULD PROBLEMS ARISE	
6.	Ability to Complete Project – 0 - 10 points	
<b>7</b>	Total Score: 96	

	of Evaluator: ASDOT Date: 2.9.21 of Firm: BHA
1,	General – 0 - 10 points 10  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.  MARION HIUSBOROUGH ARE VERY (ARGE COUNTIES.
2.	Experienced Staff— 0 - 10 points\O
3.	Project Understanding – 0 - 20 points
4.	Quality of the Proposed Solution – 0 – 30 points <u>Zb</u> Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.  RFP SPECS WELLE MET
	City Maintenance of System – 0 - 20 points
	Ability to Complete Project – 0 - 10 points 10  Demonstrated ability to complete projects within proposed timelines and costs  THEY HAVE TAKEN ON E COMPLETED MUCH LAUGHT PROJECTS  THAN OULS.
7	Total Score: 92

	e of Evaluator: ASDOT Date: 2.9.21
Nam	e of Firm: ETM
1.	General – 0 - 10 points  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.  Good History, Faw Sunual Planes.
2.	The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points  The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.  GOOD UNDERSTANDING OF PROJECT
4.	Quality of the Proposed Solution – 0 – 30 points <u>Z4</u> Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.  MET RFD SPECS
5.	City Maintenance of System – 0 - 20 points ZD  Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed  LOCAL COMPANY, SEEMS DATA MAPPING DATA BASE
6.	Ability to Complete Project - 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs  SMAULIL COMPANY
7.	Total Score: 83

Nam	e of Evaluator: ASDOT Date: 2.9.21
Nam	e of Firm: PICKETT
1,	General – 0 - 10 points
2.	Experienced Staff- 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points
4.	Quality of the Proposed Solution – 0 – 30 points 74  Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.  RFP SMSS WELLEMET
5.	City Maintenance of System – 0 - 20 points
6.	Ability to Complete Project – 0 - 10 points 16  Demonstrated ability to complete projects within proposed timelines and costs  DUE TO BEING LOCK, I FEET THE CAN COMPLETE THE TASK
<b>7</b> .	Total Score: 8

Name	e of Evaluator: ASDOT Date: 2.9.21
Name	e of Firm: SK INTERNATIONAL
1.	General – 0 - 10 points 5  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.  OF THE TWO CITED REPEAKES, BOTH WOULD ONLY LODGE UP FOR TO
2.	Experienced Staff- 0 - 10 points 6  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years. Very United INFO on STAFFING. THEY UST 250+ IN COMPANY, But any Provide INFO on two.
3.	Project Understanding – 0 - 20 points
4.	Quality of the Proposed Solution – 0 – 30 points 20  Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.  F THINK THE RFP WAS WET, MINUALLY.
	City Maintenance of System – 0 - 20 points [8] Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed
<b>6.</b> y	T BELIEVE THIS IS THEIR STREWATH. THEIR ONLY CHARLY SULVESTS THIS SHOULD BE EASY FOR THEM TO COMPUTE.  Ability to Complete Project - 0 - 10 points
	Total Score: 13

Name	of Evaluator: Mile Daniels Date: 2/10/21
Name	of Firm: GTG
1.	General – 0 - 10 points Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
2.	Experienced Staff— 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
4.	Quality of the Proposed Solution – 0 – 30 points  Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.
5.	City Maintenance of System – 0 - 20 points Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
7,,	Total Score: 97

	Wille Daniels
Name	of Evaluator: Date: 2-10-21
Name	of Firm: ETM
1.	General – 0 - 10 points  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
<b>2</b> .	Experienced Staff- 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
	Quality of the Proposed Solution – 0 – 30 points  Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.
	City Maintenance of System – 0 - 20 points Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed
	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
	Cd
<b>7</b> .	Total Score: 58

Name	of Evaluator: Mike Dani Date: 2-10-21 of Firm: Bruce Horns
Name	of Firm: Bruce Horris
1.	General – 0 - 10 points  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
2.	Experienced Staff- 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points  The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
<b>4</b> .	Quality of the Proposed Solution – 0 – 30 points
	City Maintenance of System – 0 - 20 points / O Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
<b>7</b> .	Total Score: 56

Name	of Evaluator: Mile Daniels Date: 2-10-20
Name	of Firm: SK
1.	General – 0 - 10 points  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
2.	Experienced Staff - 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
4.	Quality of the Proposed Solution – 0 – 30 points
	City Maintenance of System – 0 - 20 points Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
<b>7</b> . ,	Total Score: 55

	of Evaluator: Mile Daniels  Of Firm: VKC++  Of Firm: Daniels
wame	of Firm:
1. ,	General – 0 - 10 points
2.	Experienced Staff- 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points  The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
4.	Quality of the Proposed Solution – 0 – 30 points Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.
5.	City Maintenance of System – 0 - 20 points  Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
7	Total Score:

Name	of Evaluator: Heather Glisson Date: 2/10/21
Name	of Firm: GTG
1.	General – 0 - 10 points  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
2.	Experienced Staff- 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points  The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
4.	Quality of the Proposed Solution – 0 – 30 points 29  Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.
5.	City Maintenance of System – 0 - 20 points
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
<b>7</b>	Total Score:

Name	of Evaluator: Heather Glisson Date: 2/10/21
Name	of Firm: ETM
1.	General – 0 - 10 points8  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
2.	Experienced Staff – 0 - 10 points5  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points  The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
<b>4</b> .	Quality of the Proposed Solution – 0 – 30 points Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.
5.	City Maintenance of System – 0 - 20 points
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
7.	Total Score: 68

Name	of Evaluator: Heather Glisson Date: 2/10/21
Name	of Firm:B\tau_A
1.	General – 0 - 10 points8 Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
2.	Experienced Staff- 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points
4.	Quality of the Proposed Solution – 0 – 30 points Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.
5.	City Maintenance of System – 0 - 20 points Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
<b>7</b> .	Total Score: 66

Name	of Evaluator: Heather Glisson Date: 2/10/21
Name	of Firm: Pickett
1.	General – 0 - 10 points5  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
2.	Experienced Staff– 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
<b>4</b> .	Quality of the Proposed Solution – 0 – 30 points  Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.
5.	City Maintenance of System – 0 - 20 points
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
7.	Total Score: 36

Name	of Evaluator: Heather Glisson Date: 3 10 21  of Firm:
Name	of Firm: SKT
1.	General – 0 - 10 points5 Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
2.	Experienced Staff- 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points 5  The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
4.	Quality of the Proposed Solution – 0 – 30 points
5.	City Maintenance of System – 0 - 20 points  Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
7	Total Score: 35

Name	e of Evaluator: Pauce Date: 2-10-21
	e of Firm: GTG
1.	General – 0 - 10 points
2.	Experienced Staff— 0 - 10 pointsO  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
4.	Quality of the Proposed Solution – 0 – 30 points 29 Overall responsiveness, viability and completeness, does the proposal meet or exceed the RFP's specifications.
5.	City Maintenance of System – 0 - 20 points
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
<b>7</b> .	Total Score: 98

Name	of Evaluator: BAUEN Date: 2.10.21
Name	of Firm: BHA
1,	General – 0 - 10 points
2.	Experienced Staff- 0 - 10 points
3.	Project Understanding – 0 - 20 points The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
4.	Quality of the Proposed Solution – 0 – 30 points
5.	City Maintenance of System – 0 - 20 points
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
<b>7</b> .	Total Score: 93

Name	of Evaluator: Bave Date: 2.10-2/
Name	e of Evaluator: Bauer Date: 2.10-21 of Firm: ETM
1.	General – 0 - 10 points
2.	Experienced Staff- 0 - 10 points  The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points  The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
4.	Quality of the Proposed Solution – 0 – 30 points
	City Maintenance of System – 0 - 20 points
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
<b>7</b>	Total Score: 87

Nam	e of Evaluator:
Nam	e of Firm: Picke++
1.	General – 0 - 10 points  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
2.	Experienced Staff– 0 - 10 points The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.
3.	Project Understanding – 0 - 20 points  The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.
4.	Quality of the Proposed Solution – 0 – 30 points
5.	City Maintenance of System – 0 - 20 points Completed project will improve City staff efficiency without being burdensome to maintain. The selected firm intends to work closely with City staff on the creation and deployment of the system and provide ample training to Staff if needed
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
<b>7</b> .	Total Score: 83

Nam	e of Evaluator: <u>Bauer</u> Date: <u>2-/6-2</u> )	
Name of Evaluator: BAUEY Date: 2-/0-21  Name of Firm: SK Thernahoval		
1,	General – 0 - 10 points  Firm's history and experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.	
2.	Experienced Staff– 0 - 10 points The primary staff assigned to the project individually must have specific experience with implementations of an online GIS system within the past five (5) years.	
3.	Project Understanding – 0 - 20 points/  The prospective contractor's understanding of what the City is trying to achieve and how it wants to achieve the solution.	
4.	Quality of the Proposed Solution – 0 – 30 points	
5.	City Maintenance of System – 0 - 20 points	
6.	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs	
<b>7</b> .	Total Score: 79	



Complete Mapping Solutions

February 4, 2021

Ms. Laurie Griffin Assistant Finance Director 321 Walnut St. Green Cove Springs, FL 32065

Dear Ms. Griffin,

Bruce Harris & Associates, Inc. is pleased to submit our response for RFQ: GIS Design Consultant and Project Coordinator. Bruce Harris & Associates (BHA) is a leader in providing updated web mapping technology for customer engagement. We understand the importance of being knowledgeable regarding Esri back-end components, and are experienced in the additional requirements that must be taken into consideration when building a GIS website. We have built many interactive convertible/custom GIS mapping sites for customers in Florida, including the new Marion County Property Appraiser's mapping website and the Hillsborough County Property Appraiser's website. These are among other sites we have designed for local governments throughout the United States.

As an Esri Business Partner, we stay up to date on the latest technology and best practices in GIS. We are currently working with Esri to bring the ArcGIS Hub technology to our customers in Florida, and very recently hosted a webinar on that subject. Video of the webinar is included on the flash drive. We will work with the city to explore the possibilities of ArcGIS Hub and determine the best platform to accomplish the City's goals." the best ways to serve your data, and create an aesthetically pleasing site that your constituents can easily use.

Providing GIS based solutions is our primary business and has been since our inception in 1995. Our staff has over 200 years of mapping experience collectively. Bruce Harris & Associates has been an Esri Silver business partner since 1997 and maintains the designations of "ArcGIS for Local Government Specialty," "ArcGIS Online Specialty," and "ArcGIS Marketplace Provider." Our experience with GIS and the Esri platform gives us the unique knowledge and expertise to provide the services being requested by the City of Green Cove Springs. We are recognized by Esri as an industry leader amongst business partners pioneering the implementation of ArcGIS for Local Government Solutions.

Bruce Harris & Associates takes great pride in our commitment to client satisfaction. Our history proves that we are a company of integrity and honesty. Our staff develops a partnering relationship with all our clients to assure their objectives are met. Our history proves that we are a company of integrity and honesty. Our staff is dedicated to creating lasting partnerships that help our clients get the most out of their investment in GIS.

Our main point of contact for this proposal will be: Natalie Harris GIS Client Relations Manager nharris@bruceharris.com

We appreciate the opportunity to submit our response and we look forward to building a professional relationship with the City of Green Cove Springs in the near future.

Sincerely,

Bruce Harris President bruce@bruceharris.com Submitted to: Green Cove Springs, FL

RFQ: GIS Design Consultant and Project Coordinator



21 N RIVER ST., BATAVIA, IL 60510 (630) 761-0951 INFO@BRUCEHARRIS.COM

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#### **GENERAL INFORMATION**

#### **COMPANY PROFILE**

Bruce Harris & Associates, Inc. (BHA) provides GIS (Geographic Information Systems), geodatabase design and conversion, digital parcel mapping, soil mapping and calculations, Internet mapping solutions, parcel map maintenance, commercial map atlas services, CAMA GIS Integration and multiple mapping applications for many counties and municipalities throughout the United States. We have the capacity to handle projects of all sizes and scopes, including several multi-faceted and multi-million dollar projects. These projects and countless others illustrate our commitment to providing the highest quality products and services to our clients.

Our professional GIS staff offers the highest quality support and service to assist in the development of individual programs designed to meet the client's requirements. BHA has delivered GIS parcel/cadastral services to over 100 counties in the US. Additionally, BHA has been an Esri business partner for over twenty years. Our experience with GIS data, the Esri platform, geodatabase design, data conversion, and application development gives us the unique knowledge and expertise to ensure that this project will be an absolute success. We are confident that the services we provide will meet or exceed the City's expectations. Our ultimate goal is to provide effective solutions in geographic planning, whether it is by recommending ways to achieve your goals, to reduce your costs, or to achieve the accuracy that best suits your purposes. Our GIS staff develops a partnering relationship with all our clients to assure their objectives are met. At Bruce Harris & Associates, our objective is to help you meet your objective—accurately, on schedule, and within budget.

#### **COMPANY OVERVIEW**

Established 1995

Headquarters: 21 N River St., Batavia, IL 60510

Regional Offices:

• Orlando, FL

• Port St. Lucie, FL

Coshocton, OH

• Norwalk, OH

Phone: 630.761.0951

Email: info@bruceharris.com

Website: www.bruceharris.com

#### **OUR SERVICES**

- GIS Website Development & Hosting
- ArcGIS for Desktop
- ArcGIS for Server
- ArcGIS Online
- Geodatabase Conversion
- Geodatabase Design
- Cadastral Mapping
- Map Maintenance Services
- ArcGIS Marketplace Solutions











#### **RESUMES OF KEY PERSONNEL**

#### **RESUMES**

The average BHA employee has over fifteen years of experience in providing a full range of mapping and geographic information system services. Our senior technicians possess a Master's Degree in Geography and have extensive experience in a wide variety of software. In addition, many of our employees have attended GIS training programs and seminars to gain expertise in the various GIS software packages. We understand the importance of fulfilling our commitment to production and delivery schedules for all of our clients. We can assure you that BHA has ample staff necessary to successfully complete this project within the desired timeframe. Following are resumes of staff who will be assigned to this project.

#### NATALIE HARRIS GIS CLIENT RELATIONS MANAGER

#### nharris@bruceharris.com

Ms. Harris provides consultation and technical support to clients on all aspects of GIS project implementation, and attends all pertinent meetings and functions regarding the use of GIS. She also assists with software installation, geodatabase management, product delivery, and training on the use and maintenance of the client's GIS system.

#### Education

Ms. Harris received a Bachelor of Arts degree in Archaeology from Cornell University.

#### **Professional History**

Ms. Harris joined Bruce Harris and Associates in September of 2017 as a GIS Client Relations Manager with an expertise in raster data, aerial and satellite imagery, and 3D modeling.

Ms. Harris began her career in 2005 at the National Geospatial Intelligence Agency, where she received formal GITP (Geospatial Intelligence Training Protocol) Training in imagery analysis and manipulation and was dispatched to the CIA (Central Intelligence Agency) as an Intelligence Analyst. Ms. Harris has also worked at the NRO (National Reconnaissance Office) on Special Access Programs, JIEDDO (Joint IED Defense Organization) on building 3D fly-through models, the DIA (Defense Intelligence Agency) on an R&D team to produce 3D pdfs, and the FAA (Federal Aviation Administration) as a photogrammetrist. After moving to Florida, Ms. Harris spent several years as the sole imagery SME on the US Army PEO STRI SE Core project, which built large 3D databases for military training purposes. Most recently, Ms. Harris moved to the private sector, and managed the orthophotography department of a small aerial photography firm.

Ms. Harris currently serves on the board of Florida Association of Cadastral Mappers (FACM).

#### **Professional Affiliations**

Florida Association of Cadastral Mappers

# BRUCE C. HARRIS PRESIDENT

#### bruce@bruceharris.com

Mr. Harris founded Bruce Harris & Associates, Inc. in 1995. He is responsible for growing the company from a single employee into an industry leading GIS company. As President and Chief Executive Officer, Mr. Harris is responsible for overall corporate planning and operation. He is responsible for all financial activities of the corporation, working closely with our Director of Administration and Vice President.

Mr. Harris' staff coordinates all GIS cadastral property mapping projects under his direct supervision. He also works closely on supporting and overseeing all marketing of company services.

Mr. Harris also provides technical consultation to County, City, Township, and State officials on the benefits and Return On Investment (ROI) of GIS. This includes the support of activities in various governmental offices and the formal presentation of recommendations to government officials

#### **Education**

Mr. Harris attended the University of Wisconsin and the College of DuPage. He has also completed courses in basic assessment practices.

#### **Professional History - Overview**

Mr. Harris has over 45 years' experience in the fields of aerial photography, cadastral property mapping, tax map maintenance services, geographic information systems, parcel number identification systems and soil computation services. He has been involved in the marketing, public relations, and project coordination of projects in various states and has handled commercial atlas marketing for various counties. Mr. Harris has been the guest speaker at numerous county functions.

#### **Professional Affiliations**

- IPAI
- IAAO
- County Assessment Officers Association of the State of Illinois
- Illinois County Officials
- Illinois Association of County Engineers

- Ohio Auditors
- Ohio Engineers

# COLIN RUSSELL VICE PRESIDENT

#### colin@bruceharris.com

Mr. Russell is in charge of coordinating and producing all GIS projects. These projects include, but are not limited to, ArcGIS Online setup and configuration, Parcel Fabric conversion, Public Access Websites, E911 mapping, precinct redistricting, neighborhood mapping, and flood plain mapping. Mr. Russell interacts with counties, municipalities, and private enterprises to promote custom GIS services. Internally, Mr. Russell works with the GIS Coordinator to schedule and produce special projects.

#### Education

Mr. Russell received a Bachelor of Science Degree in Geography, with an emphasis in urban and economic geography, from Northern Illinois University. He is certified in Geographic Information Systems. Mr. Russell also received an Associate of Arts Degree from Heartland Community College.

#### **Professional History**

Prior to joining Bruce Harris & Associates in 2002, Mr. Russell worked for the Kane County Division of Transportation as a GIS Specialist. His responsibilities included assisting planners and engineers with GIS related projects. In this position he was responsible for development and implementation of GIS applications including data creation, data conversion, and spatial and statistical analysis.

Following are examples of projects Mr. Russell has managed for Bruce Harris & Associates:

- Countywide GIS for Vermillion County, Illinois
- Countywide GIS for Christian County, Illinois
- Countywide GIS for Kankakee County, Illinois
- Countywide GIS for LaSalle County, Illinois
- Farmland Assessment for numerous counties in Illinois
- Various utility projects.

Mr. Russell has extensive software experience in:

- ArcGIS for Desktop
- ArcGIS for Server
- ArcGIS Online
- ArcInfo Workstation

- ArcView
- ESRI Extensions
- ArcPad
- AutoCAD
- MicroStation
- GeoMedia Professional

#### BRANDON HARRIS, CCM DIRECTOR OF SALES AND MARKETING

#### brandon@bruceharris.com

Mr. Harris manages all sales and marketing aspects for the company, including the coordination and sales of all services: aerial photography, GIS systems, soil mapping, cadastral property mapping projects, and geodatabase design/implementation. Mr. Harris also provides technical consultation to county, city, township, and state officials on GIS services. This includes the coordination of activities in various governmental offices; surveys of existing records, operating procedures; and conducting formal presentations to government officials.

#### Education

Mr. Harris received a Master of Science degree in Human Resources, Ethics and International Business from Loyola University and a Bachelor of Science degree in Economics and Business Administration from Augustana College.

#### **Professional History**

Mr. Harris joined Bruce Harris & Associates in 2007 as a GIS Account Manager overseeing a variety of GIS projects including the implementation of custom software and applications, geodatabase design and implementation, and countywide mapping.

Prior to joining Bruce Harris & Associates, Mr. Harris spent several years as a customer service manager and account representative for Circle 8 Logistics, dealing with customer satisfaction and account maintenance

In July of 2016 Brandon was appointed as a Board Trustee for the Village of Maple Park, IL. As a Trustee Mr. Harris serves as Chair of the Infrastructure committee, and serves on the Personnel committee. Mr Harris has assisted the Village in revitalizing and growing their GIS. He also assists the Village with policy development and municipal oversight.

Mr. Harris obtained a CCM (Certified Cadastral Mapper) designation by completing the required FACM courses through the FDOR. Mr. Harris is currently an instructor for the FDOR and teaches FACM courses to mapping technicians and appraisers throughout the state of Florida. He provides courses in cadastral mapping and legal descriptions in Illinois.

#### **Professional Affiliations**

- IAAO
- Florida Association of Cadastral Mappers

### RON CARLSON, CMS DIRECTOR OF PRODUCTION

#### ron@bruceharris.com

Mr. Carlson manages and directs all cadastral mapping projects. He is responsible for the final preparation of the cadastral property maps. Duties include the review of all map information compiled from source data to verify that the information on the map is correct prior to plotting. This includes updating the clients' maps, scheduling of maintenance, collection of update data and production of maintenance.

#### **Professional History**

Mr. Carlson joined Bruce Harris & Associates in 1997 and has over 20 years of experience in the fields of aerial photography, cadastral property mapping, geographic land information systems, parcel numbering identification systems and map maintenance services. He works closely with county staff traveling to clients' sites to help train and perform research for future GIS projects.

Mr. Carlson has extensive experience in data and parcel layout, aerial interpretation and soil mapping using both manual and computer assisted drafting techniques. He has extensive experience in all aspects of tax map maintenance and topographic mapping and has worked on map maintenance projects for many counties. He has worked with ortho machines and worked in a photo lab darkroom for the development of ortho photo enlargements.

Mr. Carlson has achieved his CMS Designation through IAAO.

# JASON BESSERT DATA TECHNICIAN jason@bruceharris.com

Jason is responsible for assisting in GIS mapping and data conversion projects. He has extensive mapping experience, and is well versed in AutoCAD, ArcMap, ArcCatalog, and ArcEditor environments. Jason's skills include Cadastral Parcel Mapping, Coordinate Geometry (COGO), Parcel Fabric conversions, and deed and legal description interpretation. Jason's duties include tax parcel maintenance, where he is responsible for updating parcel splits, consolidations, and annexations on client parcel maps. Jason has worked on many projects for the public sector, and is familiar with 911 Data, Centerlines, Address Points, and District Mapping projects. Jason is also part of BHA's QA/QC projects.

#### **EDUCATION**

Jason attended Waubonsee Community College and obtained an Associate's Degree in Computer-Aided Drafting Technology. He attended Northern Illinois University and obtained a Bachelor's of Science in Geography. Jason also obtained his GIS Certification at Northern Illinois University.

#### PROFESSIONAL HISTORY

Jason joined Bruce Harris & Associates in 2001, and has over 16 years' experience in GIS.

Following are notable projects Mr. Bessert has participated in for Bruce Harris & Associates:

- McHenry, Illinois Tax Parcel Mapping Project
- Winnebago, Illinois, Illinois Tax Parcel Mapping Project
- Wayne, Ohio Tax Parcel Mapping Project
- Alachua, Florida Tax Parcel Mapping Project
- Pasco, Florida Tax Parcel Mapping Project
- Vermilion, Illinois Tax Parcel Mapping Project
- Vermilion Illinois 911 Conversion Project
- Lee, Florida Parcel Fabric Conversion
- Ashland, Ohio Tax Parcel Mapping Project & Conversion to Parcel Fabric

#### STEVEN GONZALEZ GIS ANALYST

#### sgonzalez@bruceharris.com

As GIS Analyst, Mr. Gonzalez is responsible for assisting in GIS mapping and data conversion projects. Mr. Gonzalez also has extensive skills in GIS analysis, data visualization, and spatial statistical modeling. Mr. Gonzalez has experience in the private and public sector, and has assisted in completing large-scale government contracts. Mr. Gonzalez works with all of Bruce Harris & Associates' departments to produce special projects.

#### Education

Mr. Gonzalez received a Bachelor of Science in Geography from Texas State University, from which he graduated Magna Cum Laude. Mr. Gonzalez went on to achieve a Master of Science in Geography from Texas State University.

#### **Professional History**

**Knight Federal Solutions** — GIS Professional (March 2018-June 2018)

Geodatabase schema and data validation for United States Air Force bases using Python/ArcPy and R

**Bexar County Appraisal District** — GIS Technician/GIS Intern (September 2016-March 2018) Enterprise geodatabase maintenance using Esri Services

University of Texas at San Antonio's Institute for Economic Development — Business Research Assistant (January 2016-June 2017)

Industry, marketing, and business research for national Small Business Development

**Texas State University's Institute for Government Innovation** — GIS Research Assistant (January 2016-January 2017)

Research for the Texas Manufactured Housing Association

#### **Skills**

- ArcMap
- QGIS
- R
- R Markdown/pandoc/LaTeX
- Python/ArcPy

- GeoDa
- PostgreSQL
- PostGIS
- SOL Server
- LAStools

- FUSION
- LP360

- Parallel HPC with SLURM
- Linux

#### **Publications**

Gonzalez, Steven. (2018). Evaluating Future Impacts of Climate Change on Traditional Mexican Maize Suitability and Indigenous Communities in Mexico (Master's thesis). https://digital.library.txstate.edu/handle/10877/7455.

## JULIANA CANCELO PROJECT MANAGER & MARKETING COORDINATOR

#### jcancelo@bruceharris.com

Ms. Cancelo manages and directs all marketing campaigns. She is responsible for BHA's marketing efforts, including managing all social media accounts and the company website, designing all print and digital marketing materials, and assisting sales staff. Ms. Cancelo also acts as project manager and is responsible for planning and overseeing the execution of projects and project related tasks.

Ms. Cancelo joined Bruce Harris & Associates, Inc. in 2016 and has over six years of experience in helping organizations connect with their clients, and clients with products and services that fit their needs. She possesses a unique combination of marketing and project management skills required to deliver successful projects.

#### Education

Ms. Cancelo graduated Cum Laude with a Bachelor of Art History from the University of Illinois at Chicago. She graduated Suma Cum Laude with a Masters in Business Administration from Roosevelt University.

#### **Professional History**

**Athletico Physical Therapy** — Partnership Assistant (March 2015-May 2016) Processed and advised on sponsorship and charitable giving requests

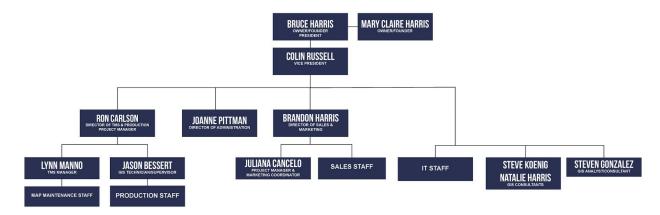
**Accelerated Rehabilitation Center** — Marketing Coordinator (September 2015- March 2015) Created and executed print and digital marketing efforts, and assisted in sales operations

**Caldera Investment Group** — Marketing & Events Coordinator/Administrative Assistant (January 2013-May 2014)

Created and executed print and digital marketing efforts; planned and executed corporate events and travel

#### **ORGANIZATIONAL CHART**

### BRUCE HARRIS & ASSOCIATES, INC.



#### REFERENCES

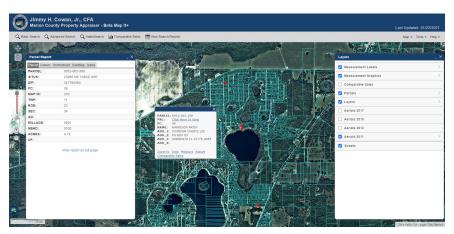
#### Marion County, Florida

#### **Work Performed by:**

Bruce Harris & Associates Batavia, IL 60510 630-761-0951 Juliana Cancelo, Project Manager

#### Client:

Villie Smith
Property Appraiser
501 SE 25th Avenue
Ocala, FL 34471
Marion County, Florida
Office of the Property Appraiser
https://www.pa.marion.fl.us/patviewer/



#### **Project:**

BHA was contracted to modernize the Marion County Property Appraiser's website. BHA implemented our Parcel Access Template solution to replace their legacy GIS site. One of the challenges the County faced was transitioning their constituency to the new model, which was mitigated by implementing the PAT as a Beta site. This allowed for BHA and the County to make changes and adjustments without disrupting the public's viewing experience, or access to data, thus ensuring the County was able to continue their mission of fair and equitable practices.

The County had specific GIS feature data that they needed to be available in one interactive map. BHA was able to organize the data into feature services, using an ESRI platform, and set up automatic SQL routines to export, transform, and load the updated features and attributes to the web services. We worked closely with the Property Appraiser's staff to ensure the site is aesthetically pleasing as well as easy to use.

BHA also provided training to Marion County staff in updating their site so they are able to make changes independently.

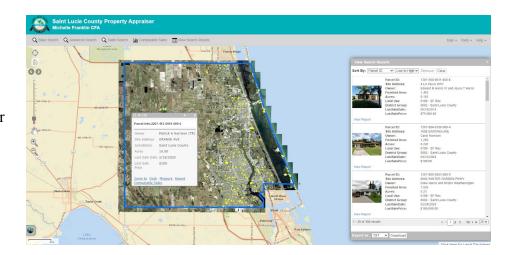
#### St. Lucie County, Florida

#### **Work Performed by:**

Bruce Harris & Associates
Batavia, IL 60510
630-761-0951
Juliana Cancelo, Project Manager

#### **Client:**

Michelle Franklin C.F.A., Property Appraiser 250 NW Country Club Drive Port Saint Lucie, FL 34986 https://www.paslc.org/map/



#### **Project:**

Bruce Harris & Associates, Inc. was contracted by the St. Lucie County Property Appraiser's office to modernize their parcel search website. BHA did so by implementing our PAT solution. The Office of the Property Appraiser requested an additional internal website to be designed and implemented, accessible only to office staff. There were challenges specific to the internal site regarding the County's firewall and access to the data, but through working with the County's staff we were able to determine their specific needs and address data security concerns.

The Property Appraiser also requested that BHA add functionality to the website to allow for search results to be exported as mailing labels. This was a function they had available on their previous mapping site, so custom scripting was needed to ensure this capability continued to the new website.

# Hillsborough County, FL Work Performed by:

Bruce Harris & Associates, Inc. Batavia, IL 60510 630-761-0951 Colin Russell, Project Manager

#### **Client:**

Mr. Bill Ward
Director of Business
Services/Media Relations
Hillsborough County Property
Appraiser
15th Floor County Center
601 E. Kennedy Boulevard
Tampa, Florida 33602-4932
813-276-8910

https://gis.hcpafl.org/gissearch



Parcel Count: 500,000

#### **Project Description:**

BHA was contracted to modernize the Hillsborough County Property Appraiser's website. BHA created four websites--a custom parcel search website, a Homestead exemption site, TPP filing site, and a Subsidence site for the purpose of searching real property data integrated with GIS. Each website contains interactive mapping capabilities driven by ArcGIS for Server map services. All three sites contain searches, results and reports.

BHA has also provided ArcGIS for Server upgrade and maintenance services to the Hillsborough County Property Appraiser's Office.

Bruce Harris & Associates, Inc. was also contracted by the Hillsborough County Property Appraiser's Office to transition the Property Appraiser's Office to Esri's Parcel Fabric. The County previously maintained their maps in ArcMap. BHA migrated the County to a modern GIS environment by converting their data into the ArcGIS Local Government Information Model (LGIM) using Esri's Parcel Fabric solution.

In addition to the data model design and conversion, Bruce Harris & Associates trained Hillsborough County staff in maintaining and editing data in the Parcel Fabric.

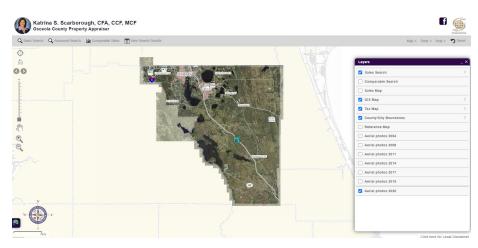
#### Osceola County, Florida

#### **Work Performed by:**

Bruce Harris & Associates Batavia, IL 60510 630-761-0951 Colin Russell, Project Manager

#### **Client:**

Ms. Katrina S. Scarborough,
Osceola County Property
Appraiser
2505 E Irlo Bronson Memorial
Hwy
Kissimmee, FL 34744
407-742-5000



https://ira.property-appraiser.org/gisbeta/

#### **Project Description:**

Bruce Harris & Associates was contracted to convert Osceola County's existing AutoCAD map files into an Esri Enterprise Geodatabase. The results of this conversion greatly streamlined the County's parcel maintenance, data management, workflow, and data distribution procedures. Delivery included comprehensive training in parcel maintenance using ArcGIS and MapAscend parcel maintenance applications.

Bruce Harris & Associates was also contracted to provide custom web applications and website maintenance services to Osceola County. Custom web applications included parcel map/CAMA search and report, online homestead application form, and tangible personal property web application.

Our staff also developed the Property Appraiser's public GIS website. This website uses the latest ArcGIS for Server technology and is able to support a relatively high volume of web traffic. During the past one year period, this website has received over 1.2 million page views.

Most recently, Bruce Harris & Associates converted the County into the ArcGIS Parcel Editing Solution (Parcel Fabric) and the ArcGIS for Local Government Information Model (LGIM). The services included were geodatabase design and configuration, database migration into the Parcel

Fabric, training, and parcel publishing. Osceola County was awarded a Special Achievement in GIS award at the 2015 Esri User Conference as a partial result of the working relationship developed between our company and Osceola County.

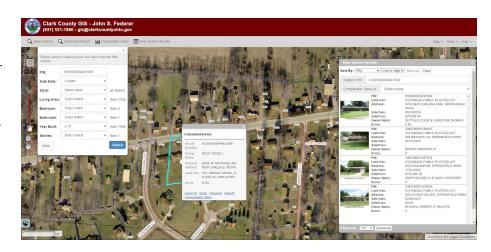
#### Clark County, Ohio

#### **Work Performed By:**

Bruce Harris & Associates, Inc. Batavia, IL 60510 630-761-0951 Colin Russell, Project Manager

#### **Client:**

Shayne Gray
GIS Director
31 N. Limestone, Springfield,
OH 45501
sgray@clarkcountyohio.gov
(937) 521-1885
http://gis.clarkcountyauditor.org/



#### **Project Description:**

Bruce Harris & Associates, Inc. was contracted by Clark County to modernize their GIS website. Using the Parcel Access Template (PAT), BHA modernized Clark County's user experience, while adding expanded functionality, such as the addition of a Comparable Sales Tool and Weekly Sales Tool. BHA developed the Comparable Sales Tool to allow Clark County PAT users to search for sales of similar properties based on a subject parcel. The Weekly Sales Tool allows users to query valid property sales within the county based on a date range, sales range, and jurisdictional boundaries.

#### LaSalle County, Illinois

#### **Work Performed by:**

Bruce Harris & Associates, Inc. Batavia, IL 60510 630-761-0951 Colin Russell, Project Manager

#### **Client:**

Ms. Stephanie Kennedy, Supervisor of Assessments 707 Etna Road Ottawa, Illinois 61350 815-434-8233

http://gis.lasallecounty.org/maps/



#### **Project Description:**

Bruce Harris & Associates, Inc. was selected to establish a digital orthophoto and vector cadastral based geographic information system covering the 65,000 parcels within LaSalle County. The purpose of the project was to provide an accurate photo and parcel mapping system that could be shared by all government entities within LaSalle County and provide the private sector with a means to retrieve accurate data efficiently.

Using the digital orthophotography and recorded documents provided by LaSalle County, Bruce Harris & Associates mapped the 65,000 parcels within LaSalle County.

Since the original parcel mapping, many GIS applications have been developed for LaSalle County in multiple departments. These have included redistricting and precinct mapping for the County Clerk's Department, GIS implementation for Emergency Management, permit and zoning layer and map development for Environmental Services and well and septic and restaurant location mapping for the Health Department.

Additionally, ArcGIS Server websites have been deployed for multiple applications. These websites have greatly increased the accessibility and utilization of GIS within LaSalle County.

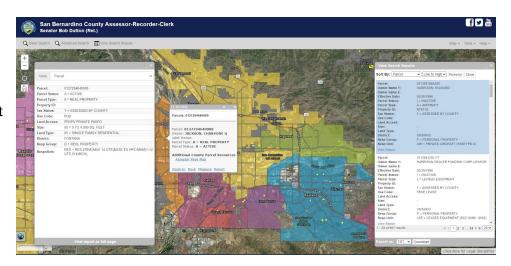
#### San Bernardino County, California

#### Work Performed by:

Bruce Harris & Associates
Batavia, IL 60510
630-761-0951
Juliana Cancelo, Project
Manager

#### **Client:**

Ed Liou Programmer Analyst Office of Bob Dutton Assessor-Recorder-County Clerk 909-386-8985



#### **Project:**

BHA was contracted by San Bernardino County's Office of the Assessor-Recorder-County Clerk (ARCC) to implement BHA's Parcel Access Template (PAT). BHA has completed the first phase of this project, which includes a public-facing PAT (scheduled to go live Q1 2021). Phase two is slated for completion in 2021, and will feature an authenticated, internal PAT.

One of the challenges within this project is incorporating vast amounts of assessment data, and recreating the County's legacy system. BHA worked with ARCC to adapt the PAT to fit the needs of the County.

San Bernardino County is one of the largest geographic counties in the country and hosts a population of over 2.1 million residents. Connecting such vast amounts of data from various locations required careful planning and ETL (Extract, Transform, Load) processes. Working with the ISD and Assessor- Recorder-Clerk departments, BHA was able to coordinate nightly data transfers ensuring up-to-date records and optimal performance for their users.

# BruceHarris



Item #13.

Bruce Harris & Associates, Inc. 21 N. River St., Batavia, IL 60510 (630) 761-0951 info@bruceharris.com

Item #13.

# City of Green Cove Springs Design Consultant and Project Coordination for GIS Design Project RFQ No. LC 2021-01 February 4, 2021







www.etminc.com tel 904-642-8990 14775 Old St. Augustine Road • Jacksonville, Florida 32258

February 4, 2021

Green Cove Springs
City Hall Office
321 Walnut Street
Green Cove Springs, Florida 32043

Reference:

Design Consultant and Project Coordination for GIS Design Project

Funded Through the Department of Economic Opportunity

RFQ No. LC 2021-01

**England-Thims & Miller, Inc. (ETM)** is extremely excited about this opportunity to submit our qualifications to the City of Green Cove Springs for consideration as the City's Design Consultant to assist with the development of a Comprehensive Online Mapping System for the Department of Economic Opportunity grant project.

This project aligns perfectly with our expertise. Trusted Advisors for 44 years, our engineers and GIS data specialists have spent their careers solving persistent and complex land data and mapping challenges. Our proprietary decision-making platform integrates more than four decades of collected proprietary field data, survey data, GIS mapping files, industry knowledge and geospatial technology expertise. Together with the powerful ArcGIS ESRI technology platform, we created a better and faster way to map critical environmental and property land data, quickly run calculations on routine questions, and easily run through various scenarios and calculations, helping our clients make smarter land use planning decisions. Our response to the City's RFQ highlights our qualifications and unique experience on similar projects.

ETM is prepared to assist the City in the development of an innovative planning and mapping resource that provides an interactive, user-friendly platform to improve access to information and government services including future land use maps, zoning maps, capital improvement plans, utility service data, transportation network and emergency services.

#### Florida Corporation

Founded in 1977, ETM is a privately-owned Florida corporation headquartered in Jacksonville. We have a staff of 250 employees and the ownership of the firm is dispersed among 25 shareholders who comprise the leadership of the firm. Over our history, there has never been an unexpected change in ownership or leadership, nor has ETM ever filed bankruptcy.

#### **Business License**

ETM meets all minimum requirements listed in this RFQ. ETM is licensed under the Florida Statutes to perform the professional services identified in the RFQ for the City of Green Cove Springs.

#### Professional Insurance

The City of Green Cove Springs will be protected throughout the life of the contract by ETM carrying Professional Liability, Workers Compensation, General Liability and Automobile Liability insurance. Note that ETM has never filed a claim against our Professional Liability insurance. To help continue our claim-free history, our personnel regularly attend courses on professional liability risk reduction.

The required types of insurance and coverage limits specified in the RFQ are all met by ETM. A signed affidavit from Harden, our insurance provider, is included to demonstrate evidence of coverage.

#### Required Attachments:

Attached you will find copies of the following Required Attachments:

- a. Public Entity Crimes Requirement
- b. Drug-Free Workplace Compliance Form
- c. Standard Addendum to All City Contracts and Agreements

We are thankful to be of service to the City of Green Cove Springs and offer our assurance that ETM will be there to support you with our expertise.

Sincerely,

ENGLAND-THIMS & MILLER, INC.

Shawn Barnett, Executive Vice President

Principal-in-Charge

# State of Florida Department of State

I certify from the records of this office that ENGLAND, THIMS & MILLER, INC. is a corporation organized under the laws of the State of Florida, filed on September 26, 1977.

The document number of this corporation is 547560.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 29, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of January, 2021





Tracking Number: 3323811301CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Ron DeSantis, Governor



#### STATE OF FLORIDA

#### **BOARD OF PROFESSIONAL ENGINEERS**

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

#### ENGLAND, THIMS & MILLER, INC.

14775 OLD ST. AUGUSTINE ROAD JACKSONVILLE FL 32258

**LICENSE NUMBER: CA2584** 

**EXPIRATION DATE: FEBRUARY 28, 2021** 

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.



March 16, 2020

**RE: Banking Reference Letter** 

England, Thims & Miller, Inc. 14775 Old Saint Augustine Road Jacksonville, FL 32258-2463

Dear Sir or Madam:

England, Thims & Miller, Inc., has been a valued client of First Citizens Bank since June 2004. Our experience with the company has been very positive and accounts have been handled with the utmost professionalism.

The company current maintains a depository relationship with First Citizens. Deposit accounts include commercial checking, with average balances in the low-to-mid seven figure range.

First Citizens Bank is prepared to expand our credit relationship with the company, should the need arise subject to typical bank approval requirements.

If I can be of further assistance, please contact me at (904)996-4741.

Sincerely,

Michael brock for Michael Brock

Financial Sales Manager

#### D&B Rating

Current Rating as of 03-16-2020

Previous Rating

**Employee Size** 

**Risk Indicator** 

**Financial Strength** 

**Risk Indicator** 

1R:

2

3A:

1 : Very Low Risk

10 employees and over Low Risk

US\$1,000,000 to US\$9,999,999 in Net Worth or Equity

**Portfolio Comparison Score** 

Level of risk

Level of risk

Low

Low

Rating Confidence Level

1

Low Risk (1)

High Risk (9)

Robust Predictions

Probability of becoming no longer

viable

2%

Percentage of businesses ranked with this

score

11%

Average probability of becoming no longer

viable 5%

**Viability Score** 

2

Low Risk(1) High Risk (9)

Probability of becoming no longer viable

2%

Percentage of businesses ranked with

this score

14%

Average probability of becoming no longer viable

4%



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2020

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).

	3						
PRODUCER Harden and Associates		CONTACT Stephanie Meehan  PHONE (A/C, No, Ext): 904-421-4339  FAX (A/C, No): 904-634-1302					
501 Riverside Avenue, Suite 100 Jacksonville FL 32202	JU	E-MAIL ADDRESS: ST	(A/C, No): 304-034-1	1302			
			INSURER(S) AFFORDING COVERAGE		NAIC#		
		INSURER A : V	alley Forge Insurance Company		20508		
INSURED	ENGLTHI-01	INSURER B: Continental Casualty Co.			20443		
England Thims & Miller Inc.; EM ETM Surveying & Mapping, Inc.		INSURER C : A	merican Cas Co of Reading PA		20427		
Associates, Inc.)	(, , , , , , , , , , , , , , , , , , ,	INSURER D : C	ontinental Ins Co		35289		
14775 Old St. Augustine Rd.		ınsurer e: National Fire Insurance Company of Hartford			20478		
Jacksonville FL 32258		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 1359540512		REVISION NUI	/IBER:			

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. ADDL SUBR TYPE OF INSURANCE LTR POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY 5095133518 1/1/2020 1/1/2021 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 2,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** 2087980833 1/1/2020 1/1/2021 \$1,000,000 ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) S UMBRELLA LIAB X 2087980847 1/1/2020 1/1/2021 OCCUR \$ 20,000,000 EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ 20,000,000 DED X RETENTION \$ 10,000 WORKERS COMPENSATION 5096111288 1/1/2020 1/1/2021 STATUTE AND EMPLOYERS' LIABILITY

1/1/2020

1/1/2021 1/1/2021

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AEH113771078 2087980816

N/A

CERTIFICATE HOLDER	CANCELLATION
FOR PROPOSAL PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
FOR PROPOSAL PURPOSES UNLY	AUTHORIZED REPRESENTATIVE
	Todd y Peters

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E.L. EACH ACCIDENT

Per Claim/Aggregate \$100,000

E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

\$ 1,000,000

\$10M/\$15M Dedct. \$2,500

ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below

Professional Liability Leased/Rented Equip.

#### **PUBLIC ENTITY CRIMES REQUIREMENT:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in SECTION 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(2), FLORIDA STATUTES, ON ENTITY CRIMES

This s	worn statement is submitted to City of Green Cove Springs
	(print name of the public entity)
<sub>by</sub> S	hawn Barnett, Executive Vice President
,	(print individual's name and title)
for_E	England-Thims & Miller, Inc.
	(print name of entity submitting sworn statement)
whose	e business address is
147	75 Old St Augustine Rd, Jacksonville, FL 32258
and (i	if applicable) its Federal Employer Identification Number (FEIN) is:
	1773930
-	he entity has no FEIN, include the Social Security Number of the Individu
	ng this sworn statement:
2.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),

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

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

RFQ LC 2021-01

misrepresentation.

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 defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control 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. 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 shall be considered months 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 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, agents who are active in management and of an 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 the 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 HIS 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.

Sworn to an subscribed before me this 44 day of February , 20-21

Personally known Personally Known

OR produced identification

Notary Public - State of FLORIDA

My commission expires

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

CYNTHIA L. HUMPHREY MY COMMISSION # GG106388 EXPIRES: May 18, 2021

#### DRUG-FREE WORKPLACE COMPLIANCE FORM

11	n	or	dei	r t	0	har	ve	a (	dru	g-j	ree	WO	:kp	lace	pr	ogra	n, a	a	business	shall	abi	de as	to.	llows	

The undersigned vendor/contractor in accordance with Florida Statue 287.087 hereby certifies that England-Thims & Miller, Inc. (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, England-Thims & Miller, Inc.

(name of business), fully complies/does not comply with the

above requirements.

2/4/2021

Vendor/Contractor Signature

Date

STANDARD ADDENDUM

TO ALL

CITY CONTRACTS AND AGREEMENTS

RFQ LC 2021-01

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 <u>not</u> 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 is 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.

CONTRACTOR/FIRM/INDIVIDUAL

By: Shawn Barnett, Executive Vice President

MY COMMISSION # GG106388 EXPIRES: May 18, 2021

(Printed Name and Title)

ATTEST:

Notary

RFQ LC 2021-01

Addendum Acknowledgement:

I am in receipt of 1 (number issued) addendum.

Signature

RFQ LC 2021-01

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- 03. EXPERIENCE WITH MUNICIPAL WEBSITE DESIGN AND GIS MAPPING Page 23
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Item #13.

# 1. Knowledge and Experience with GIS Mapping System

# KNOWLEDGE AND EXPERIENCE WITH GIS MAPPING SYSTEMS •



ETM was founded in Northeast Florida with the aim of guiding municipal, commercial, and land development throughout the region. The company adopted Geographic Information Systems (GIS) capabilities over 20 years ago to support the National Pollutant Discharge Elimination System (NPDES) for the City of Jacksonville. Through our continued commitment to technology, ETM has built the preeminent GIS Implementation team in Northeast Florida by recruiting a team of established experts in the field, investing in top tier technology, and integrating deep regional knowledge, engineering expertise, and design capability into their solutions.



The ETM Geospatial Technologies team understands that limited budgets and the rapid pace of digital transformation make it difficult for municipalities to stay on top of the important work that needs to be done for a community. We provide GIS solutions that help our clients see where things are happening and how information is connected so they can effectively and efficiently manage day-to-day operations and increase productivity.

ETM maintains technology partnerships with industry leading GIS platforms such as



to seamlessly multiply the effectiveness of our system without the need for time consuming integration work. The result is comprehensive, interactive, web-based mapping systems that improve data-driven problem solving by connecting people, processes, and products resulting in a better experience for our clients.

Cartegraph is an advanced work and asset management solution built to perfectly complement the ArcGIS platform. ESRI is the established, global industry leader for GIS software and data because it provides the world's most robust, accurate, and comprehensive geospatial platform. ArcGIS maps bring life to Cartegraph's advanced operations management functionality like preventative maintenance schedules, predictive asset assessments, and powerful scenario planning capabilities.

#### **PAST AND CURRENT CLIENTS**

Currently, ETM supports multiple interactive mapping portals for municipalities, utility agencies, single & multi-family developers, and private landowners. Some of our clients are listed below.



#### **GIS SOLUTIONS - SIMILAR PROJECTS**

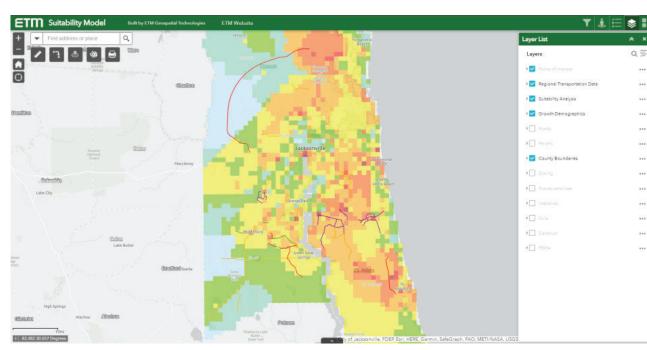
Based on specific client needs, our ETM Geospatial Technologies team implemented data analysis models to evaluate sites for economic development, examine sidewalk gaps, and monitor septic tank removals. The mapping platform we utilize to develop these online mapping tools provides scalable capabilities with a great deal of flexibility and security.

On the following page are screenshots of a Sidewalk Gap Analysis dashboard and a Site Evaluation Suitability map from GIS systems created for clients.



Sidewalk Gap Analysis Dashboard

Spatial model developed to identify high priority gaps in county sidewalks, based on demographic, commercial, and environmental characteristics. Delivered through an interactive dashboard, allowing the county to interact directly with the data to determine and compare courses of action.



Site Evaluation and Suitability Map

Map to support smart development initiatives by identifying characteristics suitable for development by multi-family, single-family, or commercial real estate developers. Evaluation models can be adapted to meet a wide array of needs from comparison of growth trends to environmental suitability.

# 2. Experience with Projects Funded Through DEO

# EXPERIENCE WITH PROJECTS FUNDED THROUGH DEO

Florida's economy is one of the fastest growing in the nation, thanks to incentives from the Department of Economic Opportunity (DEO) to attract business investment from around the world. ETM's professionals are well versed with projects funded by the DEO and proud to highlight a sampling of our experience.

#### **GRANT FUNDING**

ETM continues to work closely with many local clients similar to the City of Green Cove Springs to obtain grant funding that supports their investment in the prosperity and well-being of their communities.

Additionally, ETM has experience in the development of Online Mapping Systems to support grant funding initiatives for local municipalities, including the previously mentioned Sidewalk Gap Analysis for St. Johns County.

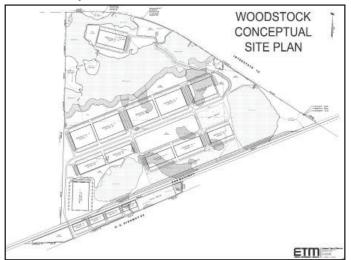
#### **Duval County, Cecil Commerce Center**

ETM provided design and permitting services for implementation via a Design/Build process for a new 6,300 foot-long roadway to provide access to parcels N1 and N2 from POW-MIA Parkway (formerly New World Avenue) at the Cecil Commerce Center. In 2018, ETM provided vital data for the City of Jacksonville's application for the State of Florida DEO Florida Job Growth Fund Grant that resulted in an award of \$6 Million for Phase 1 of the project.

At completion, this project will utilize an urban, 4-lane divided roadway typical section, a closed stormwater collection, and wet detention ponds to provide stormwater treatment and attenuation. The project was designed and permitted to be constructed in multiple phases. Phase 1 consists of the construction of an interim 2-lane paved roadway, roadside stormwater treatment swales and wetland permitting. Phase 2 will include construction of the two additional travel lanes to provide for a completed 4-lane divided facility and a wet detention stormwater pond. Phase 1 is now complete.

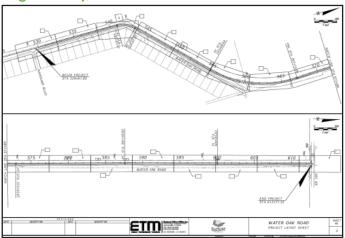


#### Baker County, Woodstock Industrial Part Access Road



ETM performed the design and engineering work for the Woodstock Industrial Park Access Road. The work on this project included site survey, legal descriptions, and site plan development for the initial plan submittal. ETM created the design and construction documentation for the Rail Access Road, Switch Yard/Transload Facility, and Tree Mitigation. To support the regulatory components of the projects, regulatory permitting for the St. Johns River Water Management District (SJRWMD) was incorporated.

#### Flagler County, Water Oak Road



ETM provided design and permitting services for the DEO Flagler 03K and Flagler County DREF 03K activities to support street improvements for Water Oak Road. This project included the paving of approximately 1.5 miles of Water Oak Road between Mahogany Boulevard and SR 100 in Flagler County. In addition to paving the existing dirt road, the culvert extensions, mitered end sections, and gentle side slopes were incorporated into the design to meet the clear zone requirements for the proposed 55 miles per hour design speed. This project

was permitted through the SJRWMD utilizing a specific rule which does not require stormwater treatment or attenuation. An FDOT connection permit and a drainage exception permit letter were also required. Construction was completed at the end of 2012 at a cost of \$1,040,000.

#### State of Florida, GrowFL

A member of the ETM GIS team provided GIS services to economic development programs focused on the growth of Second Stage Companies (5-100 employees, \$1-50MM Revenue), with funding from the DEO, through the GrowFL program at University of Central Florida in 2011-2013. This program focused on providing tailored market research to help companies better understand their customers and markets to increase employment at the outset of the Great Recession. Reporting requirements were a key component of the grants provided, ensuring that companies and employee increases were documented to meet the terms of the grant.

# 3. Experience with Municipal Website and GIS Mapping

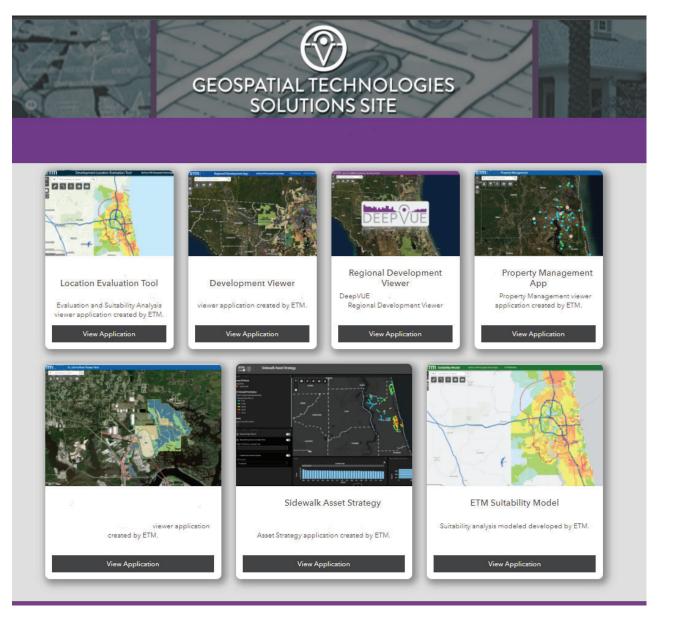
# EXPERIENCE WITH MUNICIPAL WEBSITE DESIGN AND GIS MAPPING



ETM focuses on educating its team on the latest tools and techniques to meet the changing needs of clients and ensure that they are the beneficiaries of our ongoing evolution. ETM's Geospatial Technologies specialists use the latest technology to create customized applications that meet the individual needs of each of our clients. The team focuses on data-storytelling, ensuring that our clients understand how multiple layers of data work together to illuminate substantive answers to inquires and questions. We specialize in combining demographic, land feature, and point of interest data to identify hot spots which offer opportunity for growth or need for attention.

#### For example, our clients:

- Can determine what caused a pipe failure before it was predicted.
- Review the floodplain to prepare for a potential flood event.
- Analyze street lighting for insufficiencies.
- Conduct a spatial analysis of assets to estimate the fiscal impact of a disaster event.
- Analyze assets in context with each other, including routing and spatial correlation.
- Schedule preventative maintenance and plan for future maintenance.
- Drive operational efficiencies and improve communication by automating workflows.
- Track the real-time progress of your goals to maintain service agreements.
- Quickly build reports for council meetings, FEMA reimbursement, budget requests, capital improvement planning, and more.



Our adoption of advanced GIS technologies expands the capabilities of ETM's Geospatial Technologies team by incorporating industry standard protocols and leading-edge functionality. GIS integrates many types of data. It analyzes spatial location and organizes layers of information into visualizations using maps and 3D scenes revealing deeper insights into data, such as patterns, relationships, and situations. GIS allows clients to visualize, question, analyze, and interpret data to understand relationships, patterns, and trends.





We have worked extensively with municipalities to continuously improve data, visualizations, and reporting. This is most evident with our recent transition of the City of Jacksonville's NPDES system to the Cartegraph Asset Management platform. ETM partnered with Cartegraph in 2020 and implemented their Operations Management Software for the City of Jacksonville, using the technology to manage their NPDES program. City staff use Cartegraph OMS to capture asset inspections, maintenance needs, pictures, and view reports and graphs.



Combining the capabilities of these tools with our deep experience allowed the ETM Geospatial Technologies team to migrate the State of Florida's largest single-municipality NPDES platform in a few short months.

## 4. Management and Staffing

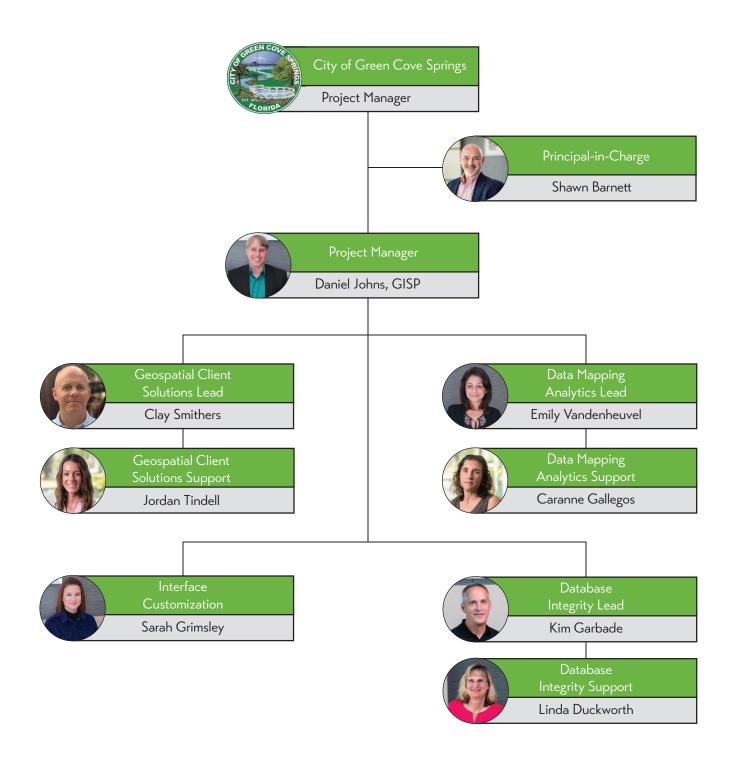
# MANAGEMENT AND STAFFING 4.



ETM offers the City of Green Cove Springs a team of experts who will provide client solutions, database analytics and data integrity. Focused on interactive map visualizations, spatial analysis, asset management, and custom Online Mapping Systems, the proposed team includes developers, data analysts and mapping specialists along with municipal program management professionals.

Our team's diverse skillset, deep knowledge and experience of the local market and strong record of proven performance on similar projects will prove very beneficial in the development of the City's online comprehensive GIS mapping system. Our team fully understands the goals as outlined in this RFQ and each member will contribute unique skills to develop the City's mapping system.

## ORGANIZATIONAL CHART



## PROJECT TEAM



Shawn Barnett
Principal-in-Charge

The team is led by Executive Vice President, Mr. Barnett. He supports ETM in our continued progression by providing a focus on strategic growth, business planning, organizational management, and development. His background in industrial engineering, business development, business consulting, and various executive positions throughout his career have given him the unique skill-set to lead a company in developing both sustainable growth and market leadership. In fact, the Jacksonville Business Journal named Mr. Barnett the 2011 Logistics Entrepreneur of the Year.

Mr. Barnett came to ETM with more than 20 years of executive experience. He previously served as COO of Solid Rock Engineering and Consulting following an 8-year career as CEO/Owner of PenserSC, a 4-time awards recipient of one of the Jacksonville Business Journal's Fastest Growing Companies in Jacksonville.



Daniel Johns, GISP Project Manager

Mr. Johns is the Director of ETM Geospatial Technologies. An award-winning professional, he has over 16 years of successful leadership in GIS management and operations. Prior to joining ETM, Mr. Johns was responsible for driving year-over-year efficiency and cost benefits for Clay County Utility Authority (CCUA), one of North Florida's industry leading water, wastewater, and reclaimed water utility organizations.

While at CCUA, Mr. Johns led the planning, development, and deployment of geospatial technology, rolling out systems to successfully capture GIS, surveying, asset management, and work management information. He also led the development of a \$500,000 GIS project in-house; saving the organization over \$200,000. He led the deployment and management of the organization wide utility asset and work management system (Cartegraph), that integrated directly with the CCUA GIS and led to a savings of over \$137,000 within the first year.



Clay Smithers Geospatial Client Solutions Lead

Mr. Smithers supports clients through needs analysis, data identification, and eye for solutions that exceed expectations. With a background in both management consulting and GIS, he is well qualified to assess the needs of a wide array of municipal and commercial situations.

Mr. Smithers comes to ETM with over 15 years of GIS expertise. He has spent most of that time focusing on developing solutions for small and medium sized businesses. He is a native of Clay County and currently resides in the Oakleaf area.



Emily Vandenheuvel
Data Mapping Analytics Lead

New to our team, Ms. Vandenheuvel comes to ETM with more than 15 years of GIS experience. After her GIS internship with the Army Corp of Engineers, she accumulated her experience on projects throughout Florida. As Geospatial Analyst, Emily examines a range of data from the geographical record including aerial photographs, GIS data, old maps, new maps, specialist maps (such as soil and geology maps), satellite data, soil analysis and other environmental samples to discover patterns and trends through spatial mapping. She assists with the development of mapping applications and tools and manages a digital library of various file types.



Sarah Grimsley Interface Customization

Ms. Grimsley has over 3 years of GIS experience. A self-motivated Individual, she was brought on-board at ETM as Geospatial Developer. Due to her formal training in the realms of GIS for use with water utilities at the local government level, she has extensive knowledge in geospatial technology and substantial experience with environmental analysis (watershed, soil, image, pollution, disaster, natural resources, etc.).





#### **EDUCATION:**

MBA, Corporate Management, Florida International University, 2014

BS, Computing and Information Sciences, University of North Florida, 2011

#### YEARS OF EXPERIENCE:

Total: 16 with ETM: 1

#### **REGISTRATIONS:**

Certified Geographic Information Systems Professional, No. 16960

#### DANIEL JOHNS, GISP PROJECT MANAGER ENGLAND-THIMS & MILLER, INC.

Mr. Johns is the Director of ETM Geospatial Technologies. An award-winning professional, he has over 16 years of successful leadership in GIS management and operations. Prior to joining ETM, Mr. Johns was responsible for driving year-over-year efficiency and cost benefits for Clay County Utility Authority (CCUA), one of North Florida's industry leading water, wastewater, and reclaimed water utility organizations.

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#### **PROJECT EXPERIENCE:**

Director responsible for GIS, asset management, and client solutions for geospatial technologies.

- Manages partnerships and coordinates product delivery efforts with ESRI and Cartegraph.
- Leads client solutions efforts for the firm, building internal and external relationships and delivering results.

#### PREVIOUS PROJECT EXPERIENCE:

#### Clay County Utility Authority (GIS Manager)

Department manager responsible for GIS, asset and fleet management, surveying, and GPS data collection operations.

- Led a team of 4 that includes a Professional Surveyor and Mapper, Administrator, Analyst, and Technician.
- Managed mapping operations for over 1,500 miles of utility main infrastructure within a 644 mile area.
- Managed all geospatial asset infrastructure within the organization.
- Converted the organization's GIS database to ESRI's Water Utility Solution using FME.
- Configured and deployed ESRI's Portal for ArcGIS (moved to single sign-on experience).
- Managed all aspects of geospatial software and hardware within the organization.
- Perform database planning and software maintenance operations for the organization.
- Led fleet management operations for executive management.
- Assisted various departments with procurement and bid package preparation.
- Work closely with executive management to implement new technology.
- Provided geospatial reports and analysis maps for executive management.
- Led the design and implementation of CCUA's Cue's Granite XP and GNET projects for recording and scoring utility main infrastructure.

DANIEL JOHNS, GISP PROJECT MANAGER ENGLAND-THIMS & MILLER, INC.

- Researched and implemented a fleet global positioning system (GPS) tracking solution tracking over 200 assets vehicle and non-vehicle assets.
- Led as a Project Manager with several different projects (i.e., audio-visual, financial software, etc.).

#### Clay County Utility Authority (GIS Analyst II/GIS Manager)

- Lead Analyst responsible for providing data analysis, maps and reports to executive management. Led the coordination of the GIS implementation project with a team of 2. Promoted to GIS Manager, tasked to oversee all geospatial operations.
- Coordinated and managed the input of over 1,400 record drawings.
- Trained over 10 employees as core GIS users for internal operations.
- Led programing projects in various languages (i.e. Java, Python, ActionScript, and C#).
- Assigned as Project Manager for implementing a \$36,000 hydraulic modeling software.
- Created GIS procedure documentation, detailing editing, quality assurance and quality control.

#### CAD Technician I/GIS Analyst II

Led drafting and design operations on various projects, including a \$1 Million-dollar treatment plant expansion project for the Chief Engineer. Recruited to oversee GIS operations within the organization and tasked to build CCUA's GIS infrastructure.

- Designed and deployed an enterprise GIS for the organization.
- Trained numerous employees on drafting and design procedures and techniques.
- Lead on quality assurance and quality control efforts for projects.



## CLAY SMITHERS GEOSPATIAL CLIENT SOLUTIONS LEAD ENGLAND-THIMS & MILLER, INC.



Mr. Smithers supports clients through needs analysis, data identification, and eye for solutions that exceed expectations. With a background in both management consulting and GIS, he is well qualified to assess the needs of a wide array of municipal and commercial situations.

Mr. Smithers comes to ETM with over 15 years of GIS expertise. He has spent most of that time focusing on developing solutions for small and medium sized businesses. He is a native of Clay County and currently resides in the Oakleaf area.

#### **EDUCATION:**

MA, Geography, University of South Florida, 2008

BS, Management & Information Systems, Florida State University, 1999

#### YEARS OF EXPERIENCE:

Total: 15 with ETM: 1

#### **CERTIFICATIONS:**

Business Intelligence Analysis Certificate

#### **ASSOCIATIONS:**

GrowFL Northeast Florida Region Co-Chair, 2019-Present; Advisory Board Member 2016-Present

> Northeast Florida GIS, 2010-Present

> > URISA Member, 2010-Present

Geographic Information Technology Association (GITA) Member, 2008-2014

#### **PROJECT EXPERIENCE:**

GST Client Solutions responsible for identifying and developing growth opportunities for new Geospatial Technologies (GST) division of ETM. Mr. Smithers responsibilities include supporting existing ETM Clients through the enhancement of existing projects through spatial data modeling and interactive maps.

#### PREVIOUS PROJECT EXPERIENCE:

#### **Upriver GIS (Principal Consultant)**

Founded Upriver GIS to deliver data analysis and spatial intelligence to support business and marketing decisions. Provided expertise in the creation and customization of mapping and data analysis products to support sales and marketing efforts through the use of industry leading data and mapping tools. Served a wide range of clients, from large grocery store chains to small retailers to economic development organizations, to improve understanding of their customers and markets.

#### Edward Lowe Foundation (National Strategic Research Team)

Provided secondary market research, business mapping, and demographic profiling for over 1,400 2nd stage companies in 29 states over 10 years of work with the Edward Lowe Foundation. Performed Site Selection for retail and restaurant organizations. Developed demographic profiles and market segmentations for B2C Companies. Identified prospects, competitors, and market potential for B2B companies. Served as certification mentor for 19 research specialists. Supported outreach and program development efforts through mapping and targeted business research. Facilitated Virtual CEO Roundtables using PeerSpectives methodology.

#### WRScompass (now Northstar) (GIS Developer III)

Developed custom geospatial applications utilizing ESRI ArcGIS Desktop and Server. Designed and analyzed Microsoft SQL Server and Access geo-databases for data analysis and map creation. Configured and customized ESRI ArcPad mobile GIS applications & Trimble Geo-Series GPS equipment for field data collection efforts, such as Orlando's Sunrail Commuter Rail. Designed & Administered SharePoint implementation, receiving recognition from South Florida Water Management District for document management projects. Partnered with Business Development efforts to develop creative and effective solutions for proposal development and corporate communication.

CLAY SMITHERS
GEOSPATIAL CLIENT SOLUTIONS LEAD
ENGLAND-THIMS & MILLER, INC.

#### Publix Supermarkets, Information Systems (Systems Analyst)

Implemented IT product solutions through performance of analysis of I/S program & project management processes, governance, time & expense reporting and performance tracking. Led development & implementation team for department-wide PMO. Technical lead and developer of .NET based facility, construction and real estate tracking applications.

#### IBM Business Consulting Services (Learning & Knowledge Consultant )

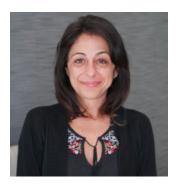
Developed and led international HR outsourcing strategy & sales conferences for executive staff and other sales personnel. Developed and led instructional design of Global Blue Consulting, an ongoing, training program for new technical consultants. Developed and led bi-weekly company orientation for IBM's onboarding program.

#### PricewaterhouseCoopers (Consultant)

Provided program design and development for a Client Relationship Management system development for Executive Compensation firm. Managed and served as technical lead for international, new consultant training programs, focused on computer program design and development, as well as consulting and project management skills.



### EMILY VANDENHEUVEL DATA MAPPING ANALYTICS LEAD ENGLAND-THIMS & MILLER, INC.



Ms. Vandenheuvel comes to ETM with more than 15 years of GIS experience. After her GIS internship with the Army Corp of Engineers, she accumulated her experience on projects throughout Florida. As GIS analyst, Emily examines a range of data from the geographical record including aerial photographs, GIS data, old maps, new maps, specialist maps (such as soil and geology maps), satellite data, soil analysis and other environmental samples to discover patterns and trends through spatial mapping. She assists with the development of mapping applications and tools and manages a digital library of various file types.

#### **EDUCATION:**

MS, Geographic Information Science, GIS Administration, University of West Florida, 2018

BA, Physical Geography & Psychology, Honors, Northern Michigan University, 2003

#### YEARS OF EXPERIENCE:

Total: 15 with ETM: >1

#### PREVIOUS PROJECT EXPERIENCE:

#### GIS/OMS Analyst, Government Services Group (GSG), Longwood, Florida

- Maintained & updated GIS for FGUA (FL Gov't Utility Authority) water & sewer system assets-entered new features & modified GIS to sync with Cartegraph OMS
- Deciphered construction As-Built drawings to digitize new spatially accurate FGUA assets into GIS, using imported CAD files & construction drawings
- Created Data Interoperability extension workflow in ArcGIS toup date the 15+ different county parcel GIS & tabular datasets by the organization, processing and formatting raw data as required
- Designed and created area& thematic maps for FGUA Board documents and public announcements
- Assisted with instruction & training in GIS and Cartegraph OMS for supervisors, management & field personnel

GIS/Resource Coordinator, Environmental Consultants, Inc. (ECI), contractor for Duke Energy, Lake Mary, Florida

- Worked with Transmission Vegetation Management for Duke's FL markets on capital improvement projects, supporting arborists and electric crews
- Tracked & managed project info for Project Manager, including GIS data & maps

#### GIS Analyst, GeoTel Communications, Maitland, Florida

- Digitized fiber optic cable line locations in ArcMap for inclusion in asset management database using PostgreSQL
- Worked with Python scripting & Model Builder to automate digitizing processes
- Used graphic design to create map graphics and infographics in Adobe Illustrator for publishing online and in print

#### GIS Specialist, Holland Board of Public Works, Holland, Michigan

Updated and created public utility maps in ArcGIS 9.1, 9.2 ArcPad andelectric grid maps using Trimble GPS unit. Maintained county Landbase DB to include as-builts, CAD files.

#### Park Ranger/GIS Intern, US Army Corps of Engineers, Buckhorn, Kentucky

- Updated & created park maps in ArcGIS & ArcPad, as well as shapefiles using Trimble GPS unit
- Assisted in physical GPS survey of posted Benchmarks within park boundaries.



### SARAH GRIMSLEY INTERFACE CUSTOMIZATION ENGLAND-THIMS & MILLER, INC.



Ms. Grimsley is a detail oriented professional with over three years of experience in the field of Geographic Information Science as a GIS Technician, a GIS Analyst II, and GIS Manager and Asset Systems Manager. Self-motivated individual with extensive knowledge in geospatial technology and formal training in the realms of GIS for use with water utilities on the local government level and substantial experience with environmental analysis (watershed, soil, image, pollution, disaster, natural resources, etc.).

#### **EDUCATION:**

MS, Geographic Information Science Administration, University of West Florida, 2021

BS, Environmental Spatial Analysis, University of North Georgia, 2018

#### YEARS OF EXPERIENCE:

Total: 4 with ETM: 1

#### **ASSOCIATIONS:**

American Institute of Steel Construction

American Society of Civil Engineers

#### **PROJECT EXPERIENCE:**

#### GIS & Asset Systems Manager, Clay County Utility Authority, Middleburg, Florida

- Development and implementation of short and long-term strategic plans, objective, and goals for GIS operations.
- Management of organization's asset management system (Cartegraph).
- Management of organization's fleet GPS application (Networkfleet). Includes monitoring, installing, management of devices, and generating reports.
- Supervision of GIS staff and activities including surveying, GIS, and asset management.
- Plans software installations, upgrades and maintenance to GIS software applications and web-based systems (i.e., ArcGIS Pro, Server, Enterprise, Portal, Cartegraph OMS, etc.)
- Performed database administrative and maintenance functions on organization's ArcGIS Enterprise System, as needed.
- Data mining, collection, storage, manipulation, and analysis of data using ArcGIS software, in addition to Safe's Feature Manipulation Engine.
- Management and design of ArcGIS Workflow Manager.
- Oversaw use of ArcGIS Data Reviewer within department.
- Generation of requested maps, tables, and/or graphic reports.
- Extensive understanding of water utility engineering design (potable, reclaimed, wastewater), standards, and as-builts.

#### GIS Analyst II, Clay County Utility Authority, Middleburg, Florida

- Spatial data analysis relevant to organization's water utility system data.
- Generation of requested maps, tables, and/or graphic reports.
- Development and maintenance of online maps and applications using ArcGIS
   Enterprise Portal for use both within and outside of the organization (public use).
- Custom Python script development to continue to improve workflows within the organization.
- Data manipulation using Feature Manipulation Engine (FME) and ArcGIS Data Interoperability.
- Oversaw, analyzed, and customized organization's asset management system (Cartegraph). Also included automating workflows, software development, roll-out to departments, training of users within organization, and maintenance.

### SARAH GRIMSLEY INTERFACE CUSTOMIZATION ENGLAND-THIMS & MILLER, INC.

- QA/QC of all GIS and As-built updates.
- ArcGIS Data Reviewer design and maintenance.
- Assisted GIS Manager with design and maintenance of ArcGIS Workflow Manager.
- Designed and maintained implementation of GIS workflows and cartographic design from ArcMap to ArcGIS Pro.

### GIS Technician & Soil Investigation Assistant, Georgia Soil Mapping, Watkinsville, Georgia

- Responsible for building and managing geodatabases within a GIS (ESRI 10.5xx, ESRI ArcGIS Pro, & QGIS 2.18.15).
- Import/Export data between AutoDesk CAD software (AutoCAD Mechanical 2017) and GISystems.
- Data conversion between Google Earth KML, CAD, and GISystem shapefiles.
- Planned and executed soil surveys in accordance with Georgia Public Health requirements for the purpose of obtaining permits for on-site sewage management systems (septic).
- Field work including soil sampling, locating site features and proposed house locations, recording sampling points, and other necessary data via Forge Echo handheld GPS unit.
- On-site consultations with clients including individual landowners, builders, engineers, and land surveyors.
- Geospatial model development of models that produce parcel maps to be used as base maps in Level 3 Soil Investigation reports required by Georgia (county) Environmental Health Departments.

#### GIS Research Analyst, University of North Georgia, Gainesville, Georgia

- Conducted undergraduate research which included comparing the soil moisture (SMAP data) of Houston, Texas both prior and post Hurricane Harvey in order to create a Flood Potential model in ArcGIS for Desktop 10.5.
- SMAP data (Soil Moisture Active Passive) data was collected via satellite that measures the amount of water in the top 5 centimeters of soil on Earth's surface.
- After the creation of the Flood Potential Model used in the analysis for soil moisture
  prior to and following Hurricane Harvey, related the results of the flood potential
  analysis to the massive amounts of regional flooding that occurred in the Houston
  area following Harvey.
- Used the Floor Potential Model for the state of Georgia and updated it, also using SMAP data for the state of Georgia.

# 5. Ability to Become Quickly Familiar with Local Conditions

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# ABILITY TO BECOME QUICKLY 5.

ETM's vast experience
working in Northeast
Florida, gives us unique
and deep-rooted
knowledge of local conditions including
regulations, relationships, and needs associated with

regulations, relationships, and needs associated with future growth. This will become particularly prevalent with the ongoing construction of the First Coast Expressway and the development projects that come along with this valuable regional connectivity. Our Regional Development map is known throughout the area as a definitive source of information on land ownership information for planning departments, developers, and engineering firms.

To develop a thorough understanding of the City of Green Cove Springs' goals, understand the data important to the community, and respond effectively with the right solution, our GIS Client Solutions Lead, Clay Smithers is focused on maintaining an active relationship with the City's staff - discussing the City's concerns, and providing input into the final solution. And because of the expertise and depth of our in-house ETM Geospatial Technologies team, we can assign the appropriate personnel to accomplish each project deliverable.

The approach our team will implement when developing the City a web-based GIS system is based on functional and data requirements developed with the Department of Economic Opportunity and the City of Green Cove Springs.

Our team will first review and define general queries and scripts to identify potential development or redevelopment sites that fit within an interested party's requirements based on location, acreage, land use, zoning, utility availability, and community services. Once the review is complete and core parcel data query and analysis requirements are identified, we will begin development of the GIS database, related map layers and report functionality.



#### **IMPLEMENTATION SCHEDULE**

ETM understands the time constraints to fully implement this project by June 15, 2021. Timely support services by City staff will help achieve a successful implementation.



14775 Old St. Augustine Rd. Jacksonville, FL 32258 ☎ 904-642-8990 圓 904-646-9485 www.etminc.com



## Design Consultant for GIS Mapping Project

City of Green Cove Springs

Proposal by:

### **SK International**

skinternational.us 23700 Research Dr Farmington Hills, MI 48335 Off: (888) 392-5646



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January 29, 2020

To whom it may concern,

Please consider this letter and the attached proposal a response to the Request for Qualifications for *Design Consultant for GIS Mapping Project*. The proposal shall remain in effect for One Hundred and Twenty (120) Days after the proposal due date, unless extended by agreement.

SK International (SKI) is a Michigan-based, minority-owned corporation that was established in 2005. SKI's diverse and experienced crew of engineers take pride in providing quality that exceeds customer expectations. Some of our major clients include Fall Protection Systems, Assa Abloy, Gestamp, Hirata Corporation, Fiat Chrysler Automobiles, Cummins, BMW, DuPont, Elite Robotics, Challenge Warehousing, General Motors, Comau, and Nachi Technology, Inc.

SKI consists of 250 employees working in engineering and IT departments. Upon award of the project, SKI will commit key personnel listed in this proposal to the work agreed upon with the City of Green Cove Springs for the duration of the contract period.

We look forward to serving the City of Green Cove Springs. Please feel free to contact me for additional information.

Thank you for your consideration of our proposal.

Sincerely,

Patty Atisha

Purchasing Manager (248) 987-2110 Ext. 204 patisha@skinternational.us



### Company Overview

Name: SK International

Website: skinternational.us

Contact Person: Abhijit Muduganti

Phone Number: (248) 987-2110 Ext. 205

Address: 23700 Research Dr, Farmington Hills, MI 48335

**Operation**: Corporation licensed in the State of Michigan

#### Certifications:

a) ESRI Bronze-level Partner
Environmental Systems Research Institute (ESRI)

- b) Disadvantaged Business Enterprise (DBE)

  Michigan Department of Transportation (MDOT)
- c) Minority Business Enterprise (MBE)

  Michigan Minority Supplier Development Council (MMSDC)
- d) ISO 9001:2015 and AS9100D International Organization for Standardization (ISO)
- e) Member Asian Pacific American Chamber of Commerce (APACC)

**DUNS Number:** 080470341

CAGE: 8CVM1

SK International has become the industry standard in innovation, creativity, and customization. Over the course of practice, we have completed over 400 projects, including design, assembly, manufacturing, and system integration. Our diverse range of services and solutions extend into multiple industries including GIS, Automotive, Industrial & Special Machinery, Aerospace, Defense, and Structural design.

SK International specializes in providing excellent quality through effective project management. We strive to exceed our customers' expectations of quality, safety, sustainability, cost, delivery, and value.



### Management



Venukumar Arvapalli, Six Sigma Black Belt, Senior Operations Manager Project Manager

Venukumar has over 15 years' experience in the fields of Engineering, Design, Development, Testing, Maintenance, and Project Management. He is a certified CMMI-ATM, an Agile Scrum Master, Certified Internal Auditor

for AS9100D and ISO9001:2015 with a Six Sigma Black Belt. Throughout his illustrious career, Venukumar has managed numerous projects related to Geospatial Engineering, Telecom, IT/ITES, Industrial Engineering, and Manufacturing. He has worked in managerial roles for reputed companies like Cyient, Fiat Chrysler Automobiles, and Wells Fargo, and he now serves as the Senior Operations Manager at SKI.



Abhijit Muduganti, Engineer-in-Training, Project Engineer
Point of Contact

Abhijit leads SKI's GIS team. He has a bachelor's degree in Civil Engineering and a master's degree in Environmental Engineering. He has earned a certification with the Survey of India, the primary surveying and mapping organization of India. With experience in GIS mapping, CAD drawing,

technical reporting, and team and project management, he will act as the correspondent between the SKI team and the City of Green Cove Springs.

**Authorized Negotiators** 

Kishen Kavikondala, President

Patty Atisha, Purchasing and Operations Manager



### Key Personnel

#### Anil Garimella, GIS Manager

Anil has a master's degree in Geology and a postgraduate diploma in Environmental Management. He has over 20 years of GIS and project management experience. Anil now serves as the Project Manager for the Photogrammetry and GIS department. Some of his previous projects are described below.

Position: Project Leader

**Client:** National Remote Sensing Center - India **Environment:** AutoCAD, DVP, and SSK 3D

Position Overview: Created a 3D base map for the city of Bangalore using high-resolution

imagery.

**Position:** Project Leader

Client: National Remote Sensing Center - India

Environment: AutoCAD, SSK 3D

Position Overview: Created the base map for the city of Dehradun in 3D using captured

satellite data.

**Position:** GIS Consultant

**Client:** Digiglobe

Environment: Microstation, Trimble Inpho, ArcMap, QGIS

**Position Overview:** Created DTM, DSM & Orthomaps for an area in Chile.

**Position:** Project Leader

Client: National Remote Sensing Center - India

**Environment:** ArcGIS, Microstation, Terra model/Terra scan, ArcMap, Trimble Inpho. **Position Overview:** Planned, executed, and controlled project variables to create a DTM

surface from LIDAR data

**Position:** GIS Analyst

Client: NGA

Environment: ArcGIS, AutoCAD

**Position Overview:** Created maps for land use and land cover for New Caledonia for use in GIS data management. Digitized all hydro features, transportation, land area features, and other

area features with attribution of each layer according to specifications



### Appala Naidu Reddi, GIS Analyst

Appala Naidu has a bachelor's degree in Civil Engineering and a master's degree in Executive Master in Business Management and Administration. He has over 17 years of GIS server management and Programming experience. He has extensive experience with ArcGIS Suite configuration, SQL Scripts and Tools, Python, ArcGIS Desktop, ArcGIS Enterprise, Microstation, GIS Application Development, Microstation, and Workflow Management. Some of his previous projects are described below.

**Position:** GIS Pre-project Lead **Client:** We Energies

**Environment:** Small world 4.0, ArcGIS Desktop, Arc SDE, ArcGIS Server, Python/ArcPY, SQL Scripts, MS Office, Microstation v8i, FME Workbench

### **Position Overview:**

- Imported data into AutoCAD for cleanup and before conflation.
- Conflated electrical/data by using in house tools, scripts, and oracle dump inputs, and converted it into ArcGIS by using Python/ArcPY, SQL Scripts.
- Identified new data/software requirements. Designed, developed, tested, documented, and certified applications, programs, and systems.

Position: GIS Project Lead Client: AT & T

**Environment:** ArcGIS Desktop 4.0, ArcSde, ArcFM, ArcGIS Sever, Python, Python/ArcPY, SQL Scripts, AutoCAD, MS office

### **Position Overview:**

- Performed data analysis and planned tasks. Established scope, budget, and schedules.
- Performed route analysis and developed aerial and underground fiber route maps.
- Developed mitigation and restoration procedures for emergencies.
- Created engineering plans and designs using CAD software.
- Provided support for cartographic design and high-quality map production.

Position: GIS Engineer Client: Puget Sound Energy

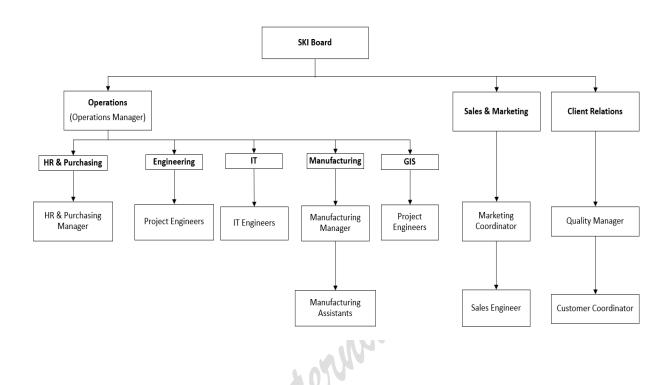
**Environment:** ArcGIS Desktop 4.0, ArcSDE, ArcFM, ArcGIS Server, Python, Python/ArcPY, SQL Scripts, AutoCAD, MS office

### **Position Overview:**

- Performed Electrical/Gas network data conversion using pole maps, Aerial cable maps, Underground cable maps, Structures maps, etc.
- Provided support for cartographic design and high-quality map production.
- Executed Python/ArcPY, SQL Scripts performed fixes to improve quality.
- Assessed quality through QA/QC processes.
- Used Python scripts for network data to improve productivity and quality
- Migrated data from ArcGIS into Smallworld using Oracle scripts and FME Workbench.



### Organizational Chart





### References

Project One		
Client Name:	National Remote Sensing Center (NRSC), Hyderabad, India, 500037	
Client Contact Person:	Srinivas P.	
Telephone:	+91 40 23884489	
E-Mail:	ddsrqa@nrsc.gov.in	
Brief Description of Project		

SKI GIS Manager Anil Garimella has worked on various projects for NRSC on various projects, including three-dimensional modeling of buildings, conversion of CAD drawings into GIS, creation of orthomaps, and the development of DTM models from LiDAR data, . The project comprised the linking of spatial and non-spatial data, 3D mapping, and the generation of Digital Elevation Models (DEMs).

The software used includes MicroStation, AutoCAD, ArcGIS, Application Master, and TerraScan.

Project Two		
Client Name:	Fall Protection Systems, Florissant, MO 63031	
Client Contact Person:	Rick Gass	
Telephone:	618-407-7991	
E-Mail:	rgass@fallprotectionsystems.com	
Brief Description of Project		

SKI provides design solutions to Fall Protections Systems through design and drawing documentation. We have completed hundreds of projects all over North America, serving industries such as aviation, oil and gas, and mining. Our designs conform to OSHA safety standards.

With a clear understanding of construction codes related to steel construction (ASCE), concrete (ACI), and material standards (ASTM), we have designed complicated safety systems for airplane hangars and barges. Additionally, we have designed detailed drawings of both interior and exterior fall protection systems for industrial, residential, and commercial buildings.

We also have extensive experience in converting 2D site information to 3D models and with connection detailing.



Project Three		
Client Name:	Assa Abloy, Markham, Ontario, Canada, L3R 0H4	
Client Contact Person:	Barb Meloff	
Telephone:	1-800-461-3007 x 2240	
E-Mail:	barb.meloff@assaabloy.com	
Brief Description of Project		

SKI provides drafting services, order processing, and management services to Swedish conglomerate Assa Abloy for its operations in North America. SKI trains and manages order engineers and drafters from our partner companies to provide a timely, efficient, low-cost solution.

We have years of experience designing and building components like doors, doorframes, architectural panels, and sideline frames. We are well-versed in design standards, occupancy codes, and fire safety codes.

We can identify key components of existing structures in a floor plan, create BIM models for any kind of buildings, and deliver component schedules.



### Project Approach

### 1. Pre-Project Planning:

- During the negotiations period, SKI's designated staff will meet with Green Cove Springs's representatives to review and finalize the scope of the project. Data specifics, quality standards, completion dates, daily schedules, and permits will be thoroughly discussed and agreed upon before the initiation of the project.
- SKI staff will conduct rigorous research into similar projects, the latest technologies, mapping software, and methodology to arrive at the best possible strategy. Once before and once following the meeting with the City, all SKI staff and contractors involved with the project will have an internal meeting where our findings will be discussed, and the final strategy will be arrived upon. At SKI, we take pride in the quality we bring to the project management process, and every one of our undertakings reflects our commitment to providing nothing less than the absolute best.

### 2. Service-Level Metrics

A service-level agreement between SK International and Green Cove Springs will
describe, in detail, the scope of the services SK International will provide to the
City of Green Cove Springs, and the limitations of the same. The agreement will
lay out, at a high level, contact information, the term of agreement, services
covered, support structure, SKI responsibilities, City responsibilities, and a
discrepancy plan. A brief description of service-level metrics is as follows:

### i. Term:

The agreement will become effective on the agreed-upon executive date and will remain in effect until the completion of the given services unless terminated earlier by mutual written agreement of both the parties involved. Upon the expiry of the contract, the agreement can be renewed with mutual written agreement.

### ii. Support Structure:

- SK International will provide technical and administrational support for the services covered under the scope of this agreement.
- Green Cove Springs' requests for additional services will be considered and may be supported, on a case-by-case basis.
   However, requests of this nature may necessitate a revision of the service-level agreement.



### iii. Vendor Responsibilities:

- SK International will monitor the performance of the services covered under this agreement and allocate sufficient resources to the services to meet mutually agreed-upon performance targets.
- SK International will provide Green Cove Springs with contact information for at least one main point of contact and at least one alternative point of contact.
- SK International will provide a secure and stable environment for the data, services, and applications covered under the scope of this agreement.

### iv. Client Responsibilities:

- Green Cove Springs will retain ownership of the GIS data, services, and applications performed, created, edited, and updated under the scope of the Service Level Agreement.
- The authorized representatives of Green Cove Springs will give the final approval before plans are put into motion.
- Any permits for data collection and data acquisition will be given by Green Cove Springs before the undertaking.
- Green Cove Springs must provide SK International with contact information for at least one technical point of contact (POC). The POC will be available as needed during tasks requiring a high priority response time.
- Green Cove Springs may, at any time, schedule a quality assurance review as needed to ensure the services covered are meeting their needs.
- Green Cove Springs will be responsible for providing adequate and appropriate data for the completion of tasks listed in the contract except in those cases in which data collection is necessary. The City will undertake the financial responsibility for the requisite data collection and will assist in managing data collection resources.

### v. Discrepancy Plan

- The respective authorized negotiators will be responsible for any contractual and technical disputes between the two parties.
- In the event of a system outage, SK International staff will attempt to perform maintenance and resolve outages to restore normal function promptly. Green Cove Springs will assist in the resolution of system outages and the restoration of their maintained data.
   System outages may lead to delays in the submission of deliverables.



### 3. Work Execution

### Mapping

- i. Mapping will be undertaken through the following stages:
  - Compilation and review of existing data
  - Preparation of plan and schedule
  - Review of plan and approval
  - Accuracy assessments of existing data
  - Data correction
  - Mapping and attribution
  - Quality Control
  - Additional changes and corrections
- Annotation standards will follow accepted basic cartographic rules to ensure a pleasing aesthetic appearance. Some of these standards are as follows.
  - Symmetrical balance of text
  - The avoidance of clutter
  - Visual and symbolical hierarchy
  - Non-obstruction of map features
  - Appropriate text size and color
  - Uniform orientation and sizing
  - Correct grammar and spelling

### 4. Quality Assurance and Quality Control

- At SKI, we pride ourselves on providing the best quality products. One of the main factors that enables our stellar reputation for quality is our thorough management and quality control processes. For this project, the GIS Manager will be responsible for data accuracy and completion. He will run spatial queries to assess the accuracy of the maps generated at the end of each day. Any discrepancies in the data will be corrected and the team will be informed before the start of the following day.
- The GIS manager will also update tracking sheets. The tracking sheets will be consolidated into weekly reports that will be submitted to Project Management at an end-of-the-week meeting where project progress, short-term goals, and improvement plans will be discussed.
- Quality Control (QC) begins after an engineer completes all the aspects of a specific project or, depending on the size of the project, a predefined part of the project. The job is either accepted by the GIS Manager or is returned to the engineer for corrections. Corrections will be color-coded and, if necessary, described through email. A job that is rejected by QC in the first round and has been corrected will be subjected to a second round of QC to ensure that



- everything is on order. Feedback will be provided, and necessary action will be taken in case of repeated errors.
- Work rejected by Green Cove Springs due to human errors will be deemed as external rework. It will be corrected by the original engineer and will be sent back to the City after a thorough QC check.

### 5. Reporting

- Weekly progress meetings will be conducted with Green Cove Springs officials.
   Weekly reports will include the progress of ongoing work and corresponding data. Green Cove Springs will have the option of verifying the data provided and undertake and necessary immediate action.
- Reports will be assessed by Project Management for speed and accuracy, and improvement plans will be implemented.
- The assigned SKI contact person will also work closely with Green Cove Springs to obtain feedback and/or to cater to requests for additional data. Upon request, SKI can also submit comprehensive reports on overall progress.
- Additionally, after the completion of the project, a final report will be delivered. After thorough quality control and verification by the GIS Manager followed by the final approval of Project Management, the deliverables will be submitted to Green Cove Springs.

### PUBLIC ENTITY CRIMES REQUIREMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in SECTION 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

# SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

Thi	s sworn statement is submitted to City of Green Cove Springs
	(print name of the public entity)
by	Patty Atisha
- J_	(print individual's name and title)
for	SK International
	(print name of entity submitting sworn statement)
who	se business address is
_23	700 Research Dr, Farmington Hills, MI 48335
	(if applicable) its Federal Employer Identification Number (FEIN) is:
-0	3-0559603
	the entity has no FEIN, include the Social Security Number of the Individual sing this sworn statement:
2.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),

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 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), <a href="Florida Statutes">Florida Statutes</a>, 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

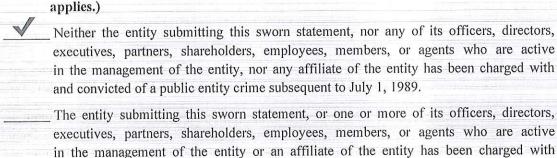
RFQ LC 2021-01 9

Page 405

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 defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control 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 an 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
  - 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 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.)



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 the 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 HIS 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.

	Pathy allow
	(Signature)
Sworn to an subscribed before me this	day of January, 20 21
Personally known	CCC
OR produced identification Michigan	Notary Public - State of Michigan
Drivers License (Type of identification)	My commission expires 12/22/2024
	trorew Esshaki
(Printe	d typed or stamped commissioned name of notary public)

ANDREW ESSHAKI Notary Public - State of Michigan County of Wayne My Commission Expires Dec 22, 2024

Acting in the County of Oakland

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 SK International (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, <u>SK International</u>
(name of business), fully complies/does not comply with the above requirements. $ 4 - 28 - 202 $
Vendor/Contractor Signature Date
Y ONGOT, CONTRACTOR DISPLACENCE

STANDARD ADDENDUM

TO ALL

CITY CONTRACTS AND AGREEMENTS

RFQ LC 2021-01

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.

RFQ LC 2021-01 13

- 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 <u>not</u> 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 is 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.

CONTRACTOR/FIRM/INDIVIDUAL

By: Patty Atisha, Purchasing Manager

(Printed Name and Title)

ATTEST:

Notary

ANDREW ESSHAKI
Notary Public – State of Michigan
County of Wayne
My Commission Expires Dec 22, 2024
Acting in the County of

Addendum	Ackr	owled	lgement.
Addendum	TUNI	IO WICE	igomoni.

I am in receipt of \_\_\_\_ (number issued) addendum.

Signature

### SUNKCON-01

KPRICE

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/11/2019

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). CONTACT Kristi A. Price FAX (A/C, No): (248) 474-4862 Farmington Insurance Agency, LLC. 33215 Grand River Avenue PHONE (A/C, No, Ext): (248) 474-3511 240 E-MAIL ADDRESS: kristi@farmingtoninsagency.com PO Box 919 Farmington, MI 48332 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Michigan Millers Mutual Ins Co 14508 10166 INSURER B: Accident Fund Ins Co INSURED Sunkish Consulting Corporation DBA SK International INSURER C: 23700 Research Dr INSURER D Farmington Hills, MI 48335 INSURER E INSURER F REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES 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. ADDL SUBR POLICY EFF POLICY EXP LIMITS INSR LTR POLICY NUMBER TYPE OF INSURANCE 1,000,000 COMMERCIAL GENERAL LIABILITY X EACH OCCURRENCE A DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 3/29/2019 3/29/2020 CLAIMS-MADE | X OCCUR C0526507 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG X POLICY JECT. OTHER COMBINED SINGLE LIMIT (Ea accident) 1.000,000 AUTOMOBILE LIABILITY 3/29/2019 3/29/2020 X ANY AUTO C0526507 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY EACH OCCURRENCE OCCUR UMBRELLA LIAB CLAIMS-MADE AGGREGATE **EXCESS LIAB** DED RETENTION \$ X PER STATUTE B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 500,000 3/29/2019 3/29/2020 WCV6163330 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 500,000 E.L. DISEASE - EA EMPLOYEE 500,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Canadian Manufacturing Technology Show The International Centre 6900 Airport Rd AUTHORIZED REPRESENTATIVE Mississauga, ON L4V 1E8

ACORD 25 (2016/03)

CANADA

ACORD

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### □□□ INSIGHTS 🖴

ALERTS &

HELP

Update your information with D-U-N-S® Manager

Report as of: 01-27-2021

### **Sunkish Consulting Corporation**

ACTIVE

SINGLE LOCATION

Address:

23700 Research Dr, Farmington Hills, MI, 48335, United States

### SCORES AND RATINGS

PAYDEX® Score @

**Delinquency Predictor** 

Percentile @

Financial Stress Percentile @

Supplier Evaluation Risk

Rating @

79 LOW RISK 91

LOW RISK

77

LOW-MODERATE RISK

8

HIGH RISK

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to Help Build Your Business Credit File

Potentially build your D&B credit file by submitting Trade References, subject to verification and acceptance,\* to Dun & Bradstreet and get alerts when changes are made to your file.

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Credit Builder

### COMPANY PROFILE ®

D-U-N-S

08-047-0341

**Business Form** 

Corporation

Date Incorporated

January 14, 2005

State of Incorporation

MI

Ownership

Not publicly traded

Mailing Address

**United States** 

Telephone (248) 663-5929

Website

www.skinternational.com

**Annual Sales** 

US\$ 424,864

Employees @

10

Age (Year Started)

16 (2005)

Named Principal

Kishen Kavikondala, President

Line of Business

Engineering services

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# Statement of Qualifications for RFQ LC 2021-01 Design Consultant for GIS Mapping Project DEO COPY



### **Prepared for:**

City of Green Cove Springs 321 Walnut Street Green Cove Springs, FL 32065 Attention: Laurie Griffin Assistant Finance Director 904.297.7500 ext. 3323 Igriffin@greencovesprings.com



### Prepared by:

Pickett and Associates, Inc. 5010 West Nassau Street Tampa, FL 33607 813.877.7770 www.pickettusa.com



February 1, 2021

City of Green Cove Springs 321 Walnut Street Green Cove Springs, FL 32065

Attention: Laurie Griffin

RE: Statement of Qualifications for RFQ LC 2021-01 Design Consultant for GIS Mapping Project DEO

Dear Laurie,

Pickett and Associates, Inc. (Pickett) is pleased to respond to your request for qualifications. Pickett understands that the City of Green Cove Springs is seeking a GIS consultant to assist the City in developing developing an online mapping system that is user friendly along with ability to house the City's spatial data

We are committed to the City of Green Cove Springs' interests and trust that our Statement of Qualifications communicates a level of capability and expertise that exceeds your expectations and communicates our desire to be a part of your team. We are fully prepared to become a trusted and reliable extension of your team.

For over 60 years, our proven track record of reliability and quality is why our clients continually retain our company, and we commit to providing the City of Green Cove Springs with an exceptional level of service.

If you have any questions or require additional information, please do not hesitate to contact me. We look forward to working with the City of Green Cove Springs and are committed to a safe and successful relationship.

Thank you for your consideration.

Sincerely,

Michael Jensen GIS Manager

813.877.7770 x 119

MJensen@PickettUSA.com





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Firm Information





### **About Pickett**

Pickett is an engineering, surveying, and mapping firm with over 60 years of success. Based in central Florida, our primary service area covers the mid-Atlantic, southeast, and southwest United States. Pickett is the only firm in the United States offering in-house Geographic Information System (GIS), transmission line engineering, surveying, and aerial mapping services. We underpin these integrated service offerings with robust project management and quality, delivered by an engineering and surveying staff that has worked closely together on hundreds of projects over the years and developed reliable and trusting relationships with each other and our clients.



Pickett's headquarters are located in Tampa, Florida, and we have nine additional supporting offices located throughout the southeast, midwest and southwest. Our GIS Team is based out of our Tampa office but supports clients throughout the country. Survey, LiDAR, mapping and engineering Subject Matter Experts will provide QA/QC and miscellaneous support from our Dallas, Ann Arbor, and Bartow offices.







### **Company Background**

### We Draw Upon Diverse Capabilities in the Power and Telecommunications Sectors

Pickett's primary clients are investor owned utilities, electric cooperatives, environmental consultants, construction companies, telecommunications companies, and power and telecom consultants.

### We Excel on Projects That Test Our Skills and Imagination

Our designers, engineers, and technicians possess a varied utility and consulting background with experience encompassing transmission line and substation design, telecom structural engineering, civil/site and access road design, construction, and project management.

### We Assemble a Core Project Delivery Team for Each Client

Each team member becomes a Subject Matter Expert (SME) in the client's design standards, practices, and philosophies with responsibility for training all future team members. This enables our project execution teams the ability to perform multiple projects effectively and concurrently.

### We Work Collaboratively as a Natural Extension of our Clients Teams

Our project delivery style and approach is to effectively communicate and work closely with our client's staff, vendors, and key stakeholders throughout all phases of the project life cycle.

### **Quality Assurance and Quality Control are Woven into Our Project Planning and Execution**

Pickett's project execution methodology integrates formal quality checkpoints of deliverables throughout the project life cycle. Our Quality Assurance (QA) process relies upon the use of extensive checklists, understanding of design codes and standards, and the training and experience of our engineers, designers, and technicians. Our Quality Control (QC) process employs stringent, independent design reviews in accordance with internal procedures and client specific requirements.

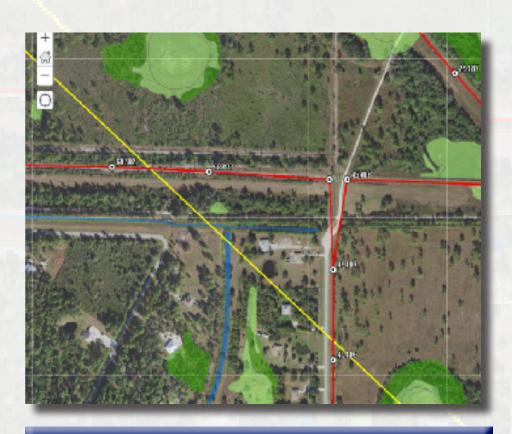
# Our Engineering Approach Emphasizes Ease of Construction, Operational Cost Savings, and System Reliability

Pickett's engineers recognize that each client has unique requirements that cannot be adressed through a one size fits all approach. This demands that our engineers develop a strong understanding of how design philosophies and decisions uniquely impact a specific project, as well as how they affect the client's overall business.

# We Inject Project Management Processes, Practices, and Controls for Comprehensive and Predictable Project Outcomes

Our Project Management Office (PMO) is based in Austin, Texas and provides a centralized and organized approach to managing and executing Pickett's projects. We apply a customized project management methodology that is based on the Project Management Institute's principles of project management. The PMO contains a collaborative group of certified Project Management Professionals that communicates seamlessly with Pickett's technical experts, provides clients and stakeholders optimized business, and contributes to each project's successful completion.





**Proposed Services** 





### **Pickett's GIS Services**

Pickett prides itself in the quality and unique experience of our staff that lead the way in delivering superior GIS services to our clients. As a multidiscipline firm, Pickett has been offering GIS services since 1999. Our GIS team provides the ability to analyze large amounts of data through a geospatial component, which allows our team and clients to simultaneously visualize projects as they progress through time. Our GIS team is proficient in the latest versions of the ArcGIS software and has experience in the creation of GIS maps, data manipulation, analysis and conversion, and database design. The team is also proficient in creating ESRI Web Apps, Dashboards, and all other aspects of ArcGIS Enterprise and ESRI Online.



Pickett's GIS project experience covers a wide range of both size and complexity. GIS plays an integral role within all aspects of these projects from the start of a project with route studies and land acquisition all the way to design and construction. Our GIS team is continually improving and adjusting to maximize quality and efficiency of each unique project. The Pickett culture encourages cross departmental collaboration, which is integral to providing quality service. Our GIS team works closely with each Subject Matter Expert to ensure the story is told from the perspective of the individuals that will be utilizing the tools created.

Pickett has provided GIS services for the Florida Department of Environmental Protection's Bureau of Mine Reclamation and the Division of State Lands Surveying Mapping & Land Acquisition. We have developed an online GIS for the FDEP's land acquisition program in the Green Swamp to aid in tracking and identifying acquisitions in addition to projects along the Peace River and the Bombing Range Ridge.

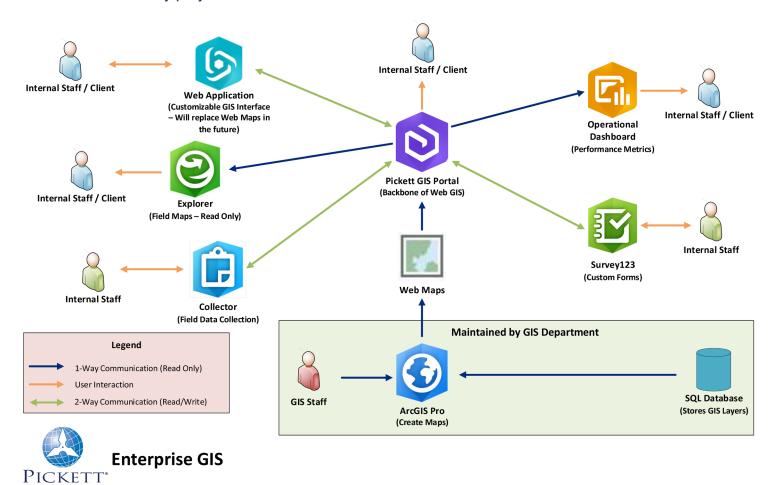
A large portion of our mapping work for many clients requires GIS deliverables. We are familiar with the Metadata requirements of Corpsmet95 and the Tri-Services CADD standards. Having experience in maintaining government data and metadata that will be utilized by multiple stakeholders and the public, we recognize the importance of metadata for the usefulness and further utility of the data. In addition to metadata validation, we make sure that all of the useful details regarding the data are included so that multiple stakeholders can obtain beneficial information and utilize the data properly. Additionally, Pickett uses ESRI







and Microsoft SQL for its enterprise solution as shown below with multiple applications available for use on utility projects.



Our GIS capabilities include an all inclusive map portal that serves as a project management tool, housing several key project components in one place. The use of our GIS portal provides a greater transparency to the project and increases the communication flow between all parties involved. The portal provides a means for each party to visualize the project in terms of planning, construction progress, and construction documentation.

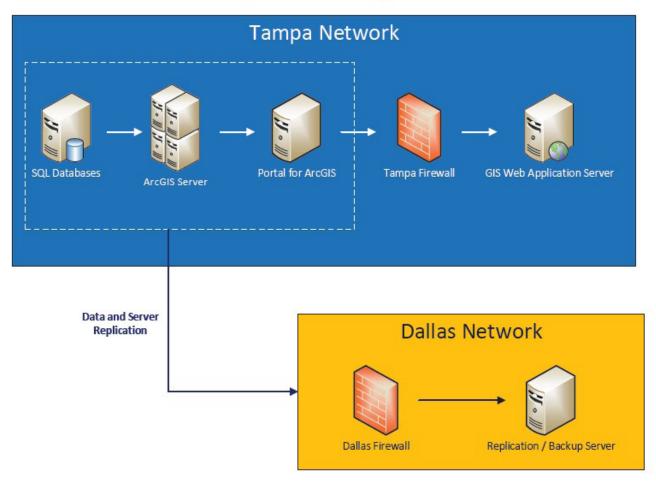
Our Pickett team also includes an in-house Information Technology (IT) department committed to ensuring around the clock system reliability. We are committed to following best practices regarding cyber and physical security, business continuity, and disaster recovery as it relates to our own network as well as client data. All data and services utilized on this project will be stored on Pickett owned and maintained internal servers which take advantage of live offsite replication for backup and disaster recovery purposes. Below shows Pickett's network and replication workflow. Our IT team is led by an individual who has many years of GIS experience





which includes implementation of ESRI Enterprise across a variety of industries. This diverse experience helps facilitate a close collaboration between our IT and GIS departments, which results in a dynamic and multi-faceted process of solution creation.

## Pickett GIS Network and Replication Diagram



Lastly, at Pickett we are consistently striving to create innovative approaches that satisfy each project's unique needs. Some of these techniques include: Automated weekly reports on client usage of applications, custom tailored instructional materials, and a QAQC approach to ensuring data uploaded to the database is effectively tracked and archived. As described above, our GIS team focuses on the importance of feedback from each Subject Matter Expert, cross departmental collaboration, and continual improvement in creating innovative solutions that lead to successful project completion.

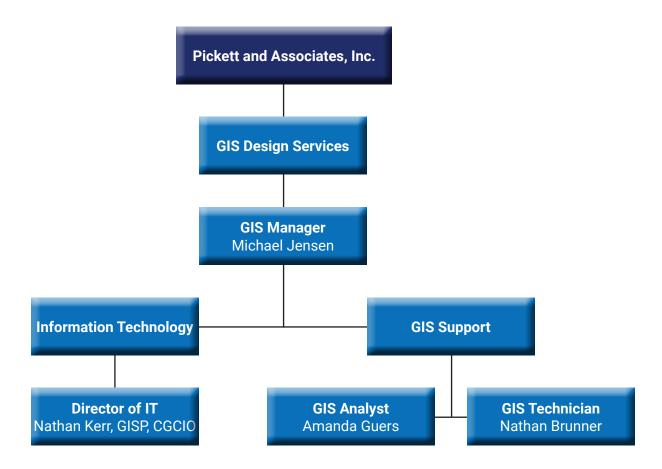




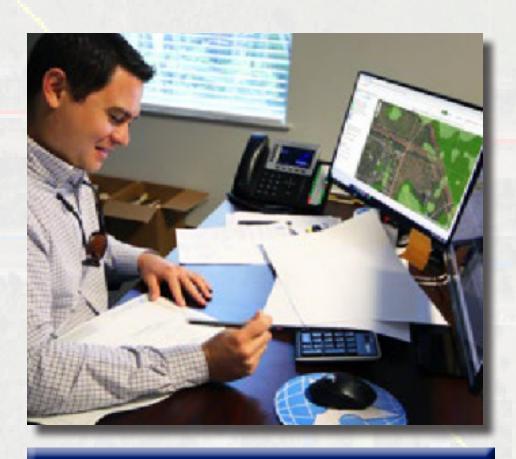
### **GIS Personnel**

The project team will be led by Michael Jensen, Pickett's GIS Manager who has over ten years of professional experience in GIS and its applications within Utilities, Environmental Sciences, Geology/Mining, and Construction. He brings a geospatial perspective in helping with project efficiency, new ways of presenting data, and building databases to better track information. Michael is proficient in all ESRI software, AutoCAD, QGIS, Manifold, and Trimble GPS Software.

Overall IT application and infrastructure management, maintenance, and support of the GIS platform and its backbone will be provided by Nathan Kerr, GISP. Nathan will bring his blend of 15 years as a GIS professional at Cardno TBE, and four years of experience as GIS Manager and Chief Technology Officer with the City of West Palm Beach where he implemented ESRI Enterprise throughout the cities many departments.. Nathan maintains Pickett's Enterprise GIS, including its GIS Portal and GIS web applications, manages virtual servers related to GIS, and establishes data and workflow process standards.







**GIS Project Experience** 





Project Client & Facility: North Florida Resiliency Connection, 161kV Circuit Build, NextEra,

Florida

Date of Assignment: 2019 - 2020

**Brief Description of Assignment:** The project consists of a 176 mile, 161kV Transmission line from Florida Power and Light Raven Substation in Lake City, FL to Gulf Power Sinai Cemetery Substation near Chattahoochee, FL.

Our team is responsible for the overall engineering as well as coordination and oversight of real estate acquisition, surveying, federal, state, and local permitting, and construction support. Pickett provided multi-disciplinary engineering including civil, electrical, and transmission. Detailed coordination is required across various consultants, subconsultants, and departments within the owner organization.

There were many challenges to overcome on the project including real estate acquisition, corridor access, environmental design and permitting, schedule coordination among multiple miniature projects within the overall project, construction and outage constraints, structure fabrication and material procurement, AC mitigation studies, critical crossings and MOT, joint use distribution, karst and geological conditions, fiber communication paths, etc.

The Pickett multi-disciplinary engineering team coupled with our GIS, surveying, and mapping capabilities have made the project possible. Our ability to integrate all of the project content into one universal web based dynamic GIS platform enabled the entire project team to have the latest and greatest project content at their fingertips throughout the project. The project team consisted of client managers, executives, real estate personnel, surveyors, environmental consultants, engineers, and contractors.

Our GIS portal integrated detailed right of way information to support real estate, permitting, engineering and construction. Information included boundary surveys, right of way and property line work, attributes for each parcel, a variety of easement types for primary transmission facilities, permanent access, and temporary construction access.

Our team integrated multi-discipline engineering content to the portal. This included but was not limited to environmental jurisdictions, wetland delineations, wildlife locations, cultural resource areas. Civil engineering content included access roads, temporary matting, stormwater features, and line engineering including structures with attributes to describe the structures.







Project Client & Facility: Rio Pinar - Econlockhatchee - Winter Park East 230kV Line Rebuild,

Duke Energy Florida (DEF), Florida

**Date of Assignment:** 2019 – 2022 (end of construction)

**Brief Description of Assignment:** The project consists of rebuilding the approximately 6.49 mile line section of the NR 230kV line from Rio Pinar Substation to Econlockhatchee Substation (3.78 miles) and Econlockhatchee Substation to Winter Park East Substation (2.71 miles) in Orange and Seminole Counties, Florida.

All existing tangent structures will be replaced with engineered steel double circuit capable monopoles. The new structures will be designed to support double bundled 1026 ACCC/TW and 48-count OPGW spanning between 1,000ft and 1,400ft.

Project challenges included line outage constraints, maintaining ground clearance requirements, meeting ampacity requirements, easement rights restricting deviation from the existing centerline alignment, permitting requirements for the Central Florida Expressway Interchange of S.R. 408 and S.R. 417 where the temporary and permanent line cross, developing traffic control plans (MOT), supporting DEF Public Engagement project release to the public and open house by creating an interactive map of the project, and construction sequencing. Coordination with DEF internal departments and outside vendors to prepare a construction access and sequence plan for use on project budgeting and the construction bid process was required.

Field data was captured using the collector app, engineering specs presented in a web app, and Public Outreach utilized a specific web app and maps created by the GIS team. All items used as a communication tool when assesing the many challenges presented on this project.







Project Client & Facility: Green Swamp Boundary Surveys – Multiple Parcels, FDEP, Bureau of

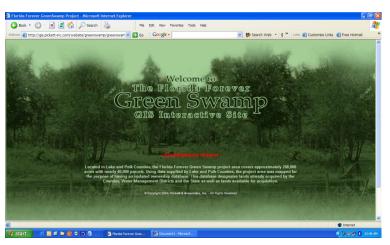
Survey & Mapping

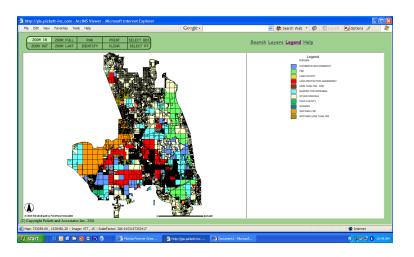
Date of Assignment: 2005 - 2006

**Brief Description of Assignment:** Pickett has been working with the Florida Department of Environmental Protection to acquire and manage lands in the Central Florida Green Swamp area for over ten years. Located in Lake and Polk Counties, this large area of Critical State concern comprises over 16 Townships and is the headwaters of four major river systems.

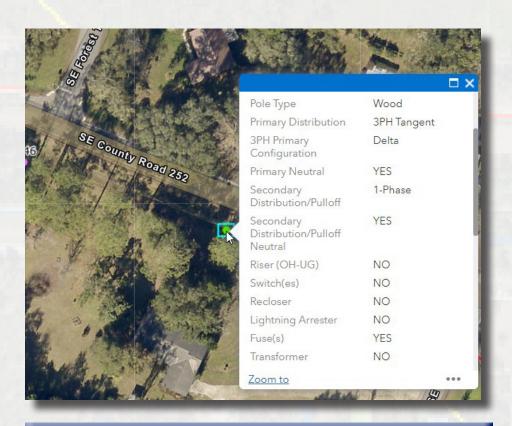
Our work has consisted of deed research, acquisition of title work, aerial photography, appraisal maps, boundary surveys for acquisition, marking lines for management, GIS database, and mapping of ownerships and wetlands mapping in association with our sub-consultant Scheda Ecological. To date we have surveyed over 25,000 acres in multiple ownerships throughout the area. In August of 2003, we completed acquisition surveys on 11 separate parcels meeting FDEP's acquisition standards.

In addition to our boundary and appraisal mapping services, we have completed a GIS ownership map of a portion of the southeast quadrant of the project area comprising approximately 8,000 parcels and delivered an on-line GIS of the overall Green Swamp based on property appraiser data that will allow the State to track fee acquisitions, less that fee conservation easements, offers to sellers and target parcels remaining in the acquisition area.









**Staff Resumes** 



# Michael Jensen GIS Manager

### Education

Professional Affiliations
URISA Member

Bachelor of Science, Environmental Science Montana State University, 2010

### **Years of Experience**

Career: 11 With Pickett: 3

### **Qualifications Summary**

Mr. Jensen has over 10 years of professional experience in the GIS and its applications within Utilities, Environmental Sciences, Geology/Mining, and Construction. His background gives him the ability to work on an array of various types of projects. He brings a geospatial perspective in helping with project efficiency, new ways of presenting data, and building databases to better track information. He has spent as much time using GIS on a computer as working in the field to better understand the different aspects of project development from start to finish. On a technical standpoint Mr. Jensen is proficient in all ESRI software, AutoCAD, QGIS, Manifold, and Trimble GPS Software.

### **Professional Experience**

GIS Support for Various Transmission Line Projects for; Duke Energy Florida, Florida Power & Light and Tampa Electric Company, Across Florida

Date of Assignments: 2018 – Present Role on Projects: Senior GIS Analyst

**Brief Description of Assignments:** Served as GIS Lead on Transmission Line Projects pertaining to Siting, Route Studies, Detailed Engineering, and Civil Design. Support was given with developing web maps, PDF maps, data analysis, and organization of data/metadata. Using both innovative technologies and GIS, projects were able to be performed efficiently, while improving quality of deliverables. Construction progress was tracked using GIS databases and web maps to create transparency with clients through the project. With his knowledge in multiple industries, data is organized properly for permitting, construction, and client needs. These projects were both new routes and rebuilds.

GIS Support for Environmental Permitting of Various Transmission and Distribution Line Projects for; Duke Energy Florida, Florida Power & Light and Tampa Electric Company, Across Florida

**Date of Assignments:** 2015 – 2018 **Role on Projects:** Senior GIS Analyst

**Brief Description of Assignments:** Served as GIS Lead on Environmental Permitting for many Transmission and Distribution projects throughout Florida. Support was given by creating exhibits, data development/organization, environmental field surveys, and data analysis. All data

### Michael Jensen

calculations were run through GIS for final permit calculations when figuring out impacts to be mitigated on projects. GIS was also used to help collect and analyze field data using Trimble GPS equipment.

GIS Support for Environmental Permitting of Various Transmission and Distribution Line Projects for; Duke Energy Florida, Florida Power & Light and Tampa Electric Company, Across Florida

**Date of Assignments:** 2015 – 2018 **Role on Projects:** Senior GIS Analyst

**Brief Description of Assignments:** Served as GIS Lead on Environmental Permitting for many Transmission and Distribution projects throughout Florida. Support was given by creating exhibits, data development/organization, environmental field surveys, and data analysis. All data calculations were run through GIS for final permit calculations when figuring out impacts to be mitigated on projects. GIS was also used to help collect and analyze field data using Trimble GPS equipment.



### Nathan A. Kerr, GISP, CGCIO Director of IT

### **Education**

Bachelor of Arts, Geography University of South Florida

### **Years of Experience**

Career:19
With Pickett:

### **Professional Registrations**

Certified Geographic Information Systems Professional (GISP) GISCI, No. 66776

Certified Government Chief Information
Officer (CGCIO)
Florida Institute of Government

Florida DEP Stormwater Management Inspector #25911

# Professional Affiliations URISA GIS Organization

### **Qualifications Summary**

Mr. Kerr graduated from the University of South Florida in 2001 and worked as a Geographic Information System (GIS) professional at Cardno TBE for fifteen years. In 2016 he took the position of GIS Manager at the City of West Palm Beach eventually leaving the City as the Chief Technology Officer to take the GIS Administrator position with Pickett. He is experienced in advanced GIS analysis, database creation and administration, web mapping and the entire suite of ArcGIS applications. In his current role Mr. Kerr maintains Pickett's Enterprise GIS, including its Portal and GIS Web Applications, manages virtual servers related to GIS, establishes data and workflow process standards and provides training to other Pickett staff. He also has experience with various models of GPS units, data loggers, data collection applications and field inventories.

### **Professional Experience**

Various Enterprise GIS Analysis/Implementation projects for; Pickett and Associates, City of West Palm Beach, City of Casselberry, City of Temple Terrace, Texas Department of Transportation and other municipalities throughout the State of Florida

**Date of Assignments:** 2001 – Present **Role on Projects:** GIS Analyst/Implementor

**Brief Description of Assignments:** Provided GIS analysis and mapping for various projects coving a wide range of disciplines. Served as GIS Analyst for utility infrastructure inventory and condition assessment projects. Duties for this role included; collecting data from contractors and verifying format/structure for loading into GIS and Asset Management applications, attended monthly status meetings, completed field visits to ensure work conformed to specifications, reviewed models to assign asset criticality, corrected the spatial location of all assets in GIS geodatabase, migrated appropriate asset attributes to GIS or CAMS database; developed a director's reporting dashboard using an ArcGIS web application.

#### Nathan A. Kerr, GISP, CGCIO

Provided 3D model renderings of proposed and existing traffic lanes, utilities and electric poles utilizing ArcGIS Scene. Created and presented "drive-by's" and "fly-by's" of the completed 3D information

Assisted or led multiple implementations of the ESRI Enterprise GIS application. Duties performed in a typical project included a needs assessment, database development, desktop and Web application development, GIS analysis of engineering data, GIS software training, utilities infrastructure management recommendations and modeling and EPA/GASB 34 compliance.

Performed and directed the install/upgrade of ArcGIS Server and new implementations of Portal for ArcGIS. Employed a High Availability (HA) environment through the use of virtual servers to ensure backup and business continuity. Included implementation of SQL Server and creation of enterprise geodatabases.

Various GIS Web-based Maps and Applications for; NEXTERA, City of West Palm Beach, Edward Hines VA Hospital, Clark County Water Reclamation District and Georgia Department of Transportation

Date of Assignments: 2010 - Present

Role on Projects: GIS Analyst / Web Map Designer

**Brief Description of Assignments:** Served as GIS Analyst/Designer to create GIS web applications for presentation of project data online. The web maps and applications allowed clients to review GIS data quickly without the need of expensive GIS software. Other features of the web-based GIS included the ability to select and query individual features as well as hyperlinks to see any associated documentation related to the GIS data.

Managed GIS related items such as geodatabases, feature classes, web services and web maps. Prepared Collector for ArcGIS inventory maps for field crews to track staking and other outdoor operations, created Operational Dashboards to provide management insight into field activities and overall project status.

Implemented Open Data Portals as a way to share GIS information with designated users. The Portal integrated into a client's Enterprise GIS database to provide real time data to end users. Users were able to download data at will for use in their own GIS analysis or mapping.

Designed and implemented a GIS web application to inform residents on the status of various Capital Improvement Projects (CIP) under construction within a designated area. The public is able to search for CIPs near their address and obtain detailed information including the Project Manager phone and email, construction status, contractor, schedule, budget, etc. This provide dimportant information real time to residents and fostered a sense of transparency in Government for the public.



## Nathan Brunner GIS Technician

#### **Education**

Bachelor of Arts, Interdisciplinary Studies Northeastern Illinois University, 2016

#### **Years of Experience**

Career: 4 With Pickett: 2

#### **Qualifications Summary**

Member of Pickett & Associate's GIS Department since October 2018. Developed map sets to assist route studies. Map packages include transportation, environmental factors, candidate route segments and existing alignments of study areas. Assisted in the development of Maintenance of Traffic (MOT) map sets for projects along existing transportation routes. This includes analyzing the proper placement of signage and barriers and ensuring new flow of traffic is logical and sustainable. Created web maps of projects, allowing for client users to visualize current project progress and allow for preliminary projects to have a visual representation in realtime. Managed web maps on the ESRI enterprise map portal, which houses all web maps sorted by group. Worked with ArcGIS Web App Builder to create configurable web applications for clients and internal users. Web apps allow for more freedom of use and customization to tailor it to a specific project or user needs. Created map dashboards to allow for users to guickly and seamlessly access information related to a project. Was involved in training internal colleagues and external client users how to access and utilize the map portal. Fostered close client contact with project managers while providing excellent communication and client support on GIS services. Acted as a liaison between client users and the engineering staff at Pickett. Currently enrolled in online Python programming class through the University of Michigan and Coursera.

#### **Professional Experience**

Transmission Line Projects for; Duke Energy Florida, Duke Energy Progress, Florida Power & Light, Tampa Electric Company and JEA Across Florida and North Carolina

**Date of Assignments:** 2018 – Present **Role on Projects:** GIS Technician

**Brief Description of Assignments:** Created PDF map sets of project location and the environmental, transportation and existing transmission factors that played into choosing the best route in study area. Map sets also included candidate route analysis and information related to distance of each potential route. Worked closely with survey department and Civil Engineering group, updating map sets with data collected in the field. Also assisted in creating GIS-related content for client bid packages to provide insight into the services that the GIS department could provide.

#### **Nathan Brunner**

Developed and maintained GIS web map portal of current projects, allowing for client users to interact with project maps in ways they previously would not be able to. Web maps included multiple layers that were similar in scope to the PDF map sets, however, client users were able to toggle specific layers on/off to show desired information. Data for portal was maintained and updated on a regular basis to ensure clients had most recent information. Learned how to use our enterprise SQL database to retrieve data. Worked alongside both internal and external users to ensure their experience with the portal was a fruitful one and to learn about any potential improvements could be made to web maps.

Designed Maintenance of Traffic (MOT) plans for projects alongside high traffic areas. Followed FDOT standards to ensure MOT plans were created first and foremost with safety in mind and allowed for diverted traffic to be safely and logically alerted of changing traffic conditions. Assisted GIS department with the creation and maintenance of location maps of transmission routes and worked closely with engineering to ensure that maps illustrated and enhanced reports on route studies and location analysis. In addition, named Tampa office Safety Coordinator in August 2019 to ensure safety procedures are in place and the Tampa office is a safe and compliant work environment.



## Amanda Guers GIS Analyst

#### **Education**

Bachelor of Science, Geography
The Pennsylvania State University, 2007

#### **Years of Experience**

Career: 14 With Pickett: 2

#### **Qualifications Summary**

Amanda Guers graduated from The Pennsylvania State University in 2007 and worked as a Geographic Information System (GIS) Analyst at Geodecisions, A Division of Gannett Fleming, Inc. for 12 years prior to joining Pickett. She was responsible for GIS data entry; field collection; varied types of GIS analysis; quality assurance/quality control (QA/QC) of data; and cartographic production. She is experienced in building databases from imagery and cartographic/digital sources; reviewing, interpreting, and utilizing established production processes; performing basic and advanced processing tasks using ArcGIS; and coordinating workflows with project/technical managers. In her current role, she creates and updates GIS data as well as that data in & out of various other formats for engineers and clients. She also creates Web Maps and Web Applications through Pickett's Enterprise GIS.

#### **Professional Experience**

**Pickett and Associates** 

Date of Assignments: 2019 - Present

Role on Projects: GIS Analyst

**Brief Description of Assignments:** Provides GIS analysis and mapping for various projects. Serves as GIS Analyst for utility infrastructure inventory and planning projects. Duties for this role include; collecting data from contractors and verifying format/structure for loading into GIS, attended monthly status meetings, corrected the spatial location of all assets in GIS geodatabase; exporting features from the GIS database to shapefiles for use in CAD by engineers.

#### **Experience Prior to Pickett and Associates**

**Date of Assignments:** 2007 – 2019 **Role on Projects:** GIS Analyst

**Brief Description of Assignments:** Served as GIS Analyst responsible for acquisition, development, and analysis of GIS data and imagery, including database management and cartographic output. Also responsible for inventory and analysis of infrastructure at strategic commercial seaports around the world.

Served as analyst for asset tracking web application. Responsible for adding/removing user accounts, making updates, testing the application, and additional client support requests.

#### **Amanda Guers**

Served as GIS Analyst for pump station service area engineering services. Responsible for updating databases, performing inventory analysis, and creating neighborhood maps.

GIS Analyst responsible for QA/QC of database and headstone photo collection updates for various Veterans Administration Cemeteries.





**Submittal Forms** 

#### PUBLIC ENTITY CRIMES REQUIREMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in SECTION 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), <u>FLORIDA STATUTES</u>, ON ENTITY CRIMES

This	sworn statement is submitted to City of Green Cove Spring
	(print name of the public entity)
by	(print individual's name and title)
for	Pickett and Associates Inc.
	(print name of entity submitting sworn statement)
whos	5010 W. Nassan St.
	Tampa FL 33607
	if applicable) its Federal Employer Identification Number (FEIN) is:  9-10-39-39  he entity has no FEIN, include the Social Security Number of the Individual ng 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 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

RFQ LC 2021-01 9

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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 defined in Paragraph 287.133(1)(a), <u>Florida</u>

  <u>Statutes</u>, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control 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. 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 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, agents who are active in management of an entity. d. Based on information and belief, the statement which I have marked below is true ip, relation to the entity submitting this sworn statement. (indicate which statement

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.

applies.)

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 the 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)

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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 HIS 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.

Sworn to an subscribed before me this_	2 nd day of February, 2021
Personally known	
OR produced identification	Notary Public - State of FL
(Type of identification)	My commission expires 8/28/30 23
	(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 Statue 287.087 hereby certifies that ASSOCIATES Thame 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

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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.

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- 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 <u>not</u> 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 is 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.

CONTRACTOR/FIRM/INDIVIDUAL

By: Mile Schnell CEC

(Printed Name and Title)

ATTEST:

Notary

KATHLEEN NICKEL
MY COMMISSION # GG 337887
EXPIRES: August 28, 2023
Bonded Thru Notary Public Underwriters

Addendum Acknowledgement:			
I am in receipt of (number issued) addendum			
Signature			

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# AMENDMENT ONE TO COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND THE CITY OF GREEN COVE SPRINGS

On December 9, 2020, the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Green Cove Springs ("Grantee"), collectively the "Parties", entered into Grant Agreement #P0402 ("Agreement") to for the Grantee to undertake the project described in the Agreement.

**WHEREAS**, Section D., RENEGOTIATION OR MODIFICATION, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- 1. Section 5., DELIVERABLES, of Attachment 1, Scope of Work, of the Agreement is hereby deleted in their entirety and replaced with the following:
- **5. DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1.	Completion of Deliverable 1 as evidenced by submission of all of the	\$15,000.00	As provided in Section 12 of
Procurement of GIS Design Consultant and	following:		this Scope of Work, below.
Project Coordination Meeting for Staff; Subcontract or Notice,	Copy of the GIS design     consultants subcontract or     amendment to the subcontract     entered into by the Grantee.		
Grantee shall hold a project Coordination Meeting for Staff, to be facilitated by a GIS	Copy of Agenda for the     Coordination Meeting.		
Design Consultant and shall provide a copy of the subcontract, amendment to a	List of City Departments     participating in the Coordination     Meeting		
subcontract, or notice	4. Copy of data report.		

to DEO in accordance with Section 3.A. of this Scope of Work.  Deliverable due date: February 26, 2021	Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	e)	
Deliverable 2. Online Comprehensive Mapping System Website Development; Subcontracts or Notice  Grantee shall develop an Online Comprehensive Mapping System Website and provide a copy of a subcontract, amendment to a subcontract, or notice in accordance with Section 3.B. of this Scope of Work.  Deliverable due date: April 30, 2021	Completion of Deliverable 2 as evidenced by submission of all of the following:  1. A link to the Online Comprehensive Mapping System Website  2. Copies of feedback received  3. Copy of a subcontract or amendment to an existing subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2.  Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	\$15,000.00	As provided in Section 12 of this Scope of Work, below.
Deliverable 3. Final Online Comprehensive Mapping System Website; Subcontract or Notice Grantee shall finalize the Online Comprehensive Mapping System	Completion of Deliverable 3 as evidenced by submission of all of the following:  1. Link to the Final Online Comprehensive Mapping System Website from the City's main website.	\$10,000.00	As provided in Section 12 of this Scope of Work, below.

Website and provide a Copies of materials to be used to copy of a subcontract an promote the use of the Online amendment to a Comprehensive Mapping System subcontract or a notice Website. (insert) in accordance with 2. A copy of the email sent to the Section 3.C. of this Development Community, School Scope of Work. Board, Clay County GIS, and Deliverable due date: **Economic Development Council to** June 15, 2021 notify them of the completion of the Final Online Comprehensive Mapping System and any feedback that was received shall be provided to the DEO. 3. List of current and future intended initiative of the Online Comprehensive Mapping System Website 4. Copy of a subcontract or amendment to an existing subcontract entered into by the Grantee not previously provided to DEO, if any, or an email or other document advising DEO that no such subcontract or amendment was entered into before the Deliverable Due Date for this Deliverable 3. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.

- 2. All other terms and conditions of the Agreement remain in effect.
- 3. Section I.F.1.a. within the "Governing Laws" section of the Agreement is hereby incorporated by reference as if fully restated herein.

Total amount not to exceed \$40,000.00

Remainder of page intentionally left blank

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth above and in the attachment hereto, the Parties, through their duly-authorized representatives, sign this agreement and represent and warrant that they understand the terms and conditions of this agreement and the attachment. This agreement is effective December 30, 2020.

Ву	DEPARTMENT OF ECONOMIC OPPORTUNIT  Docusigned by:  Mario Kubio  12819C5F89AE472 Signature  Mario Rubio	Ву	Signature Van Royal
Title	Director of Community Development	Title	Mayor
Date	1/15/2021	Date	1/14/21

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

DocuSigned by:		
By: Jon Morris		
Approved Date	1/15/2021	

## COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AGREEMENT STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

**THIS GRANT AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Green Cove Springs ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 1-A: Invoice: Grantee's Subcontractor(s) (Contractual Services)
- Attachment 1-B: Invoice: Grantee's Employee(s)
- Attachment 1-C: Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- Attachment 1-D: Grant Agreement Final Closeout Form
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

#### A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2020 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2021 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

#### **B. FUNDING**

This Agreement is a **cost reimbursement** Agreement. DEO shall pay Grantee up to **Forty thousand Dollars (\$40,000)** in consideration for Grantee's performance under this Agreement. DEO, in its

sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State **Expenditures** (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpe nditures.pdf).

#### C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <a href="https://www.myfloridacfo.com/Division/AA/Vendors/default.htm">https://www.myfloridacfo.com/Division/AA/Vendors/default.htm</a>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

#### D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

#### E. AUDITS REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements.

Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. Audit Compliance. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

#### F. RECORDS AND INFORMATION RELEASE

- 1. Records Compliance. DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
- 2. Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
- 3. Keeping and Providing Records. DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO.

Item #13.

Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

- **4. Audit Rights.** Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- 5. Single Audit Compliance Certification. Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to <a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a>. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.
- **6. Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
- 7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at <a href="mailto:PRRequest@deo.myflorida.com">PRRequest@deo.myflorida.com</a>, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

#### G. TERMINATION AND FORCE MAJEURE

1. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision,

Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

- 2. Termination for Cause: DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
- 3. **Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
- 4. **Grantee's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
- 5. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is

excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

#### H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is 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 engaged in business operations in Cuba or Syria.

#### I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. (Not applicable)

#### J. ADVERTISING AND SPONSORSHIP DISCLOSURE

- 1. Limitations on Advertising of Agreement. DEO does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

#### **K. INVOICES AND PAYMENTS**

- 1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<a href="https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf">https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf</a>), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
  - **a.** Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
  - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
  - **c.** Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
- **2.** At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
- **3.** Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
- **4.** Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

#### https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm

**5.** Grantee shall submit the final invoice for payment to DEO no later than *60* days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

#### L. RETURN OR RECOUPMENT OF FUNDS

- 1. Recoupment. Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
- 2. Overpayments. If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.
- 3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from DEO that and Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
- 4. Right of Set-Off. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

#### M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of

\$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

#### N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

#### O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other

intellectual property rights therein, without the necessity of any further consideration.

- 2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
- **3.** Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
- **4.** Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

#### P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

#### Q. NONEXPENDABLE PROPERTY

- 1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)
- 2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
- **3.** At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

- **4.** Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
- **5.** Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.
- **6.** A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
- 7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

## R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (Not applicable)

#### S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement

and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

#### T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

#### **U. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

#### V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

The Governor of Florida's Executive Order 11-116 requires state agency contracts in excess of a nominal value to expressly require Grantee to: (1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees Grantee hired during the Agreement term; and (2) Include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the Subcontract. The Department of Homeland Security's E-Verify system can be found at:

#### https://www.e-verify.gov

If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

#### W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

#### X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

#### Y. ASSIGNMENTS AND SUBCONTRACTS

- 1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void ab initio.
- 2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
- 3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- 4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
- 5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the

amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

- **6.** Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
- **7.** DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

#### Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

#### AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

- 1. Waiver. No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
- 2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE

PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

- **3. Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
- 4. DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

#### **BB. INDEMNIFICATION**

- 1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- 2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.
- 3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.
- 4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or

- made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- 5. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

#### CC. CONTACT INFORMATION FOR GRANTEE AND DEO

#### **Grantee's Agreement Manager:**

Michael Daniels, AICP
Planning and Zoning Director
321 Walnut Street
Green Cove Springs, FL 32043
Telephone: (904) 297-7049
Email: mdaniels@greencovesprings.com

#### **DEO's Agreement Manager:**

Amanda Iscrupe
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8496
Facsimile: (850) 717-8522
Email: amanda.iscrupe@deo.myflorida.com

#### **DD. NOTICES**

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEI	PARTMENT OF ECONOMIC OPPORTUNITY		CITY OF GREEN COVE SPRINGS
Ву		Ву	
	Signature		Signature
	Mario Rubio		B. Van Royal
Title	<b>Director of Community Development</b>	Title	Mayor
Date		Date	
only to	ed as to form and legal sufficiency, subject full and proper execution by the Parties.  OF GENERAL COUNSEL		
DEPART	MENT OF ECONOMIC OPPORTUNITY		
Ву:			
Approv	ed Date:		

### Attachment 1 SCOPE OF WORK

- 1. GRANT AUTHORITY. This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2276, Chapter 2020-111, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
- 2. PROJECT DESCRIPTION: The City of Green Cove Springs ("Grantee" or "City") shall develop a Comprehensive Online Mapping system to create an innovative planning and mapping resource that will improve citizen access to information and government services. The project will expand the Grantee's current official website by adding an interactive, user-friendly platform that will house a Geodata Hub of spatial data, including Future Land Use Map Series, Zoning Maps, Capital Improvement Plans, Utility Services Data, Transportation network and Emergency services information.

The platform will serve a variety of functions, such as:

- 1. Provide real time information to citizens and businesses during storm/emergency events regarding power outages, road closures and routing for emergency vehicles
- 2. Track and analyze police service call information
- 3. Provide real estate developers, residents and property owners with property information, land use/zoning information, and existing and proposed infrastructure plans to assist them in decisions regarding construction projects
- 3. GRANTEE'S RESPONSIBILITIES: Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement unless extended by an amendment to this Agreement signed by both parties.
  - **A. Deliverable 1.** Procurement of GIS Design Consultant and Project Coordination Meeting for Staff; Subcontract or Notice.

#### Grantee shall:

- 1. Procure a GIS design consultant to oversee the project through the City's procurement process with approval from City Council.
- 2. Hold a project Coordination Meeting for the Public Works, Planning and Police Departments Staff, to be facilitated by procured Consultant, who shall be approved through the City's procurement process, to compile and review the accuracy of GIS data regarding Existing/Future Land Use and Zoning, Environmental, Transportation, Property Information, Utility, Emergency Management and Capital Improvement Information.

- 3. Prepare a report of data compiled and reviewed at the Coordination Meeting and identify data gaps, if any, with recommendations for how those gaps may be filled.
- 4. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.
- **B. Deliverable 2.** Online Comprehensive Mapping System Website Development; Subcontract or Notice.

#### Grantee shall:

- 1. Develop the Online Comprehensive Mapping System Website utilizing GIS data compiled under Deliverable 1 of this Scope of Work.
- 2. Through the use of the City's website and social media accounts, the Grantee shall solicit feedback from the public regarding the mapping system. In addition, the Grantee shall send a mass email to the development community, i.e. developer's, engineers, architects and contractors to solicit feedback regarding how the system can be updated to address their needs. Feedback shall be provided by the public and the development community either at City Council meetings, contact with staff or through social media. The Grantee will also solicit feedback from other City Departments such as the Public Works and Finance Department who work closely with FEMA for emergency management relief to ensure that the system is providing real time updates of storm damage and documenting the damages from storm events. City Council shall be updated on the progress of the System and the website information during bi-weekly Council meetings throughout the implementation process. A presentation of the system shall be made to City Council upon project completion for their feedback and approval. Solicit feedback on the development of the Online Comprehensive Mapping System Website and incorporate the feedback into the Website, as necessary.
- 3. If the Grantee enters into any subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO notify DEO in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.
- **C. Deliverable 3.** Final Online Comprehensive Mapping System Website; Subcontract or Notice.

#### Grantee shall:

1. Finalize the Online Comprehensive Mapping System Website. The Mapping system shall be an accessible link through the City's website and the system shall be presented to City Council

upon completion. If additional changes to the system are recommended by City Council, then they will be implemented.

- 2. Promote the use of the Online Mapping System Website. The system shall be promoted through the City's website and social media pages. The City will send emails to the development community to help solicit interest in the system. Additionally, the City will contact the School Board, Clay County GIS, and the Economic Development Council to notify them of the system and consider additional ways to streamline the growth management processes.
- 3. Compile current and future intended initiatives of the Online Mapping System Website the City will compile all of the initiatives in the Development Services Department through discussions with the Public Works Department, Police Department, the City's Community Partners and feedback from the public. The intent of the initiatives is to create an innovative planning and mapping resource that will improve citizen access to information and government services.
- 4. If the Grantee enters into any subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3.
- **4. DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
- **5. DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Procurement of GIS Design Consultant and Project Coordination Meeting for Staff; Subcontract or Notice  Grantee shall hold a project Coordination Meeting for Staff, to be facilitated by a GIS	Completion of Deliverable 1 as evidenced by submission of all of the following:  1. Copy of the GIS design consultants subcontract or amendment to the subcontract entered into by the Grantee.  2. Copy of Agenda for the Coordination Meeting	\$15,000.00	As provided in Section 12 of this Scope of Work, below.

Item #13.

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Design Consultant and	3. List of City Departments		
shall provide a copy of the	participating in the		
subcontract, amendment	Coordination Meeting		
to a subcontract, or notice	4 Commonths data remark		
to DEO in accordance with	4. Copy of the data report.		
Section 3.A. of this Scope	Constant shall a booth as stored		
of Work.	Grantee shall submit copies of		
	all required documentation		
Deliverable due date:	identified above on paper or		
February 26, 2021	electronically in MS Word or		
	PDF format. If maps are		
	required, they shall be provided		
	on a compact disc in PDF format		
	with ArcGIS compatible		
	shapefiles if they are available.		
Delta college of the	Constitution of D. II.	645.000.00	
<b>Deliverable 2.</b> Online	Completion of Deliverable 2 as	\$15,000.00	As provided in
Comprehensive Mapping	evidenced by submission of all		Section 12 of
System Website	of the following:		this Scope of
Development;	1. A link to the Online		Work, below.
Subcontracts or Notice			
Cranton shall dayalan an	Comprehensive Mapping		
Grantee shall develop an	System Website		
Online Comprehensive	2. Copies of feedback received		
Mapping System Website	2. Copies of feedback received		
and provide a copy of a subcontract, amendment	3. Copy of a subcontract or		
to a subcontract, or notice	amendment to an existing		
in accordance with	subcontract entered into by		
	the Grantee, if any, or an		
Section 3.B. of this Scope of Work.	email or other document		
or work.	notifying DEO that no such		
Deliverable due date:	subcontract or amendment		
April 30, 2021	was entered into as of the		
April 30, 2021	Deliverable Due Date for		
	this Deliverable 2.		
	2 3 3 2		
	Grantee shall submit copies of		
	all required documentation		
	identified above on paper or		
	electronically in MS Word or		
	PDF format. If maps are		
	required, they shall be provided		
	on a compact disc in PDF format		
	with ArcGIS compatible		
	shapefiles if they are available.		
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Item #13.

Deliverable 3. Final Online Comprehensive Mapping System Website; Subcontract or Notice  Grantee shall finalize the Online Comprehensive Mapping System Website and provide a copy of a subcontract an amendment to a subcontract or a notice in accordance with Section 3.C. of this Scope of Work.	Completion of Deliverable 3 as evidenced by submission of all of the following:  1. Link to the Final Online Comprehensive Mapping System Website from the City's main website.  Copies of materials to be used to promote the use of the Online Comprehensive Mapping System Website. (insert)	\$10,000.00	As provided in Section 12 of this Scope of Work, below.
Deliverable due date: June 30, 2021	<ol> <li>A copy of the email sent to the Development         Community, School Board,         Clay County GIS, and         Economic Development         Council to notify them of the         completion of the Final         Online Comprehensive         Mapping System and any         feedback that was received         shall be provided to the         DEO.</li> <li>List of current and future         intended initiative of the         Online Comprehensive         Mapping System Website</li> <li>Copy of a subcontract or         amendment to an existing         subcontract entered into by         the Grantee not previously         provided to DEO, if any, or         an email or other document         advising DEO that no such         subcontract or amendment         was entered into before the         Deliverable Due Date for         this Deliverable 3.</li> </ol>		
	Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are		

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		]

required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Tot	al Amount Not to Exc	eed \$40,000.00

- 6. SUBCONTRACTS. In accordance with Section Y., Assignments and Subcontracts, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any subcontract(s) shall be provided to DEO's Agreement Manager as provided in Sections 3.A. and 5. above. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
- **7. DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
- **8. BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
- 9. COST SHIFTING. The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed ten (10) percent of each deliverable total funding amount. Changes that exceed ten (10) percent of each deliverable total funding amount will require a formal written amendment, as described in Section D., Renegotiation or Modification, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

#### 10. INVOICE SUBMITTAL AND PAYMENT.

**A.** DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to <u>s. 215.971(1)</u>, <u>F.S.</u>, Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

- B. Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail with the deliverable for which the invoice is submitted. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).
- **C.** Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
  - 1. Grantee's name and address;
  - 2. Grantee's federal employer identification number;
  - 3. the Agreement number;
  - 4. the Grantee's invoice number;
  - 5. an invoice date:
  - 6. the dates of service;
  - 7. the deliverable number;
  - 8. a description of the deliverable;
  - 9. a statement that the deliverable has been completed; and
  - 10. the amount being requested.
- **D.** Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- **E. Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:

### 1. For Work Performed by a Subcontractor:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
- Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
- c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

#### 2. For Work Performed by Grantee's Employees:

a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.

- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
  - The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
  - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.
- **F.** Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

# 11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to DEO's Agreement Manager. DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

#### 12. FINANCIAL CONSEQUENCES.

- **A.** Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
  - 1. Grantee submits a deliverable to DEO more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by DEO or the maximum amount of financial consequence accrues, whichever occurs first.

- 2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.
- **B.** Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.
- 13. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to DEO for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to DEO under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable for DEO review and comment is required under Section 3 or Section 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address DEO's comments.
- 14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in <u>s. 163.3184(1)(b)</u>, <u>F.S.</u>, and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in Section A., Agreement Period, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.
- **15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:
  - **A.** Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager

**no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);

- **B.** A request for an extension of time received by DEO's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- **C.** If requested by DEO's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- **D.** DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

- **16. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.
- **18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:
  - A. Stop work under this Agreement on the date and to the extent specified in the notice;
  - B. Complete performance of such part of the work as shall not have been terminated by DEO;
  - **C.** Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and
  - **D.** Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- **19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

- Remainder of Page Intentionally Left Blank -

Tallahassee, FL 32399

Rev. 7/31/20

## Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

## **INVOICE** GRANTEE'S NAME: \_\_\_\_\_ INVOICE NO.: \_\_\_\_\_ FEIN: \_\_\_\_\_ INVOICE DATE: \_\_\_\_\_ Agreement No.: \_\_\_\_\_ TO: FOR: Florida Department of Economic Opportunity [Grantee name] Division of Community Development [Grantee address] Attn.: Amanda Iscrupe [Grantee phone number] 107 East Madison Street Caldwell Building, MSC 160

DESCRIPTION	AMOUNT
Dates of Service:	
Deliverable Completed: [copy description of the deliverable from Scope of Work, Section 3]	
Category expenditures:	
Contractual Services	\$
TOTAL	\$

# Attachment 1-B – Invoice: Grantee's Employee(s)

## INVOICE

GRANTEE'S NAME: FEIN:	INVOICE NO.: INVOICE DATE:
Agreement No.:	
TO:	FOR:
Florida Department of Economic Opportunity	[Grantee name]
Division of Community Development	[Grantee address]
Attn.: Amanda Iscrupe	[Grantee phone number]
107 East Madison Street	
Caldwell Building, MSC 160	
Tallahassee, FL 32399	

DESCRIPTION	AMOUNT
Dates of Service:  Deliverable Completed: [copy description of the deliverable from Scope of Work, Section 3]	
Category expenditures:  Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	\$ \$ \$ \$ \$
TOTAL	\$

# Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)

## **INVOICE**

GRANTEE'S NAME: FEIN:	INVOICE NO.:
Agreement No.:	
TO:	FOR:
Florida Department of Economic Opportunity	[Grantee name]
Division of Community Development	[Grantee address]
Attn.: Amanda Iscrupe	[Grantee phone number]
107 East Madison Street	
Caldwell Building, MSC 160	
Tallahassee, FL 32399	

DESCRIPTION	AMOUNT
Dates of Service:  Deliverable Completed: [copy description of the deliverable from Scope of Work, Section 3]	
Category expenditures:  Contractual Services	\$
Salaries Fringe Benefits Travel Postage	\$ \$ \$ \$ \$ \$
[other direct costs: identify them]	
TOTAL	\$

## Attachment 1-D



# Dane Eagle EXECUTIVE DIRECTOR

# **Ron DeSantis**GOVERNOR

	o= ·	ECONOMIC OF			T0716	
	GRAN	Γ AGREEMEN'	<u>Γ FINA</u>	L CLOSEOUT	FORM	
FLAIR Contract ID:						
Recipient Name:		Contract A	mount			
Vendor ID:		Deobligated	1 Funds			
Contract End Date:		Final Contrac	t Amount			
Section A: Financial Reconci	liation	·				
1. Total Recipient Funds Rece	eived from DEO					
2. Total Recipient Expenditur	es					
3. Balance of Unexpended Pro	ogram Income (fr	om Section B)				
4. If negative, this amount mu	ist be refunded to	the Department. If positiv	ve, this amour	nt is to be remitted to the	:	
Recipient.						
Section B: Statement of Recip	pient Income					
		There was no recipient income. The following recipient income.				
		Description of R				
Source		Amount		Expended	Balance	
Total Program Income		\$0.00		\$0.00		\$0.00
Section C: Property Inventory	Certification					
	<ul><li>All non- cost of \$ below is</li></ul>	1,000 or more per unit with gr complete and correct. Notifica occur to this inventory. I will r	ble tangible pro rant funds are lis ation will be sen	operty having a useful life of sted below. I do hereby cert nt immediately to the Depart	more than one year and acquired ify that the property inventory d- ment of Economic Opportunity s property without written permi	escribed if any
		Description of Pr	roperty Inve	ntory		
Description and Serial	Quantity	Acquisitions	С	Condition	Location	
Number		Cost Date	e			
Section D: Recipient Certific	ation					
By signing below, I certify, true and accurate.	that the above r	epresentations for Finan	cial Reconci	liation, Recipient Inco	me, and Property Inventor	ry are
Name:			Signature:			
Title: Date Signed:						
Section E: DEO Internal Rev	riew and Approv	al				
By signing below, I certify, true and accurate.	that the above re	epresentations for Finan	cial Reconci	liation, Recipient Inco	me, and Property Inventor	ry are
Name:			Signature:			
			_ 8			

# Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**.

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

- 1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §\$200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
- **2.** For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
- A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED**. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance, including state financial year, the recipient shall consider all sources of state financial assistance, including state financial

assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

- 2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

#### PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

#### N/A

#### PART IV: REPORT SUBMISSION.

- Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.
  - The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
- **2** Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
  - a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or Paper (hard copy):

Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

Rev. 7/31/20

b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (<a href="https://flauditor.gov/">https://flauditor.gov/</a>) provides instructions for filing an electronic copy of a financial reporting package.

**3.** Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient <u>directly</u> to:

Electronic copies (preferred): or Paper (hard copy):

<u>Audit@deo.myflorida.com</u> Department Economic Opportunity

MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

- Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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#### **EXHIBIT 1 to Attachment 2**

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:** 

N/A

#### **SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$40,000** 

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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# ATTACHMENT 3 Audit Compliance Certification

	Grantee Name:			
	FEIN: Grantee's Fisca	al Year:		
	Contact Person Name and Phone Number:			
	Contact Person Email Address:			
l.	Did Grantee expend state financial assistance, during it (e.g., agreement, grant, memorandum of agreeme incentive award agreement, etc.) between Grantee andYes No	nt, memorandum of understanding, economic		
	If the above answer is yes, also answer the following be	efore proceeding to item 2:		
	Did Grantee expend \$750,000 or more of state financial state financial assistance combined) during its fiscal year			
	If yes, Grantee certifies that it will timely comply with requirements of section 215.97, Florida Statutes, a Financial Services and the Auditor General.			
2.	Did Grantee expend federal awards, during its fiscal agreement, grant, memorandum of agreement, mem award agreement, etc.) between Grantee and DEO?	norandum of understanding, economic incentive		
	If the above answer is yes, also answer the following be	efore proceeding to execution of this certification:		
	Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No			
	If yes, Grantee certifies that it will timely comply wirequirements of 2 C.F.R. part 200, subpart F, as revise			
	By signing below, I certify, on behalf of Grantee, that true and correct.	the above representations for items 1 and 2 are		
	Signature of Authorized Representative	Date		
	Printed Name of Authorized Representative	 Title of Authorized Representative		

# COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AGREEMENT STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

**THIS GRANT AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Green Cove Springs ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 1-A: Invoice: Grantee's Subcontractor(s) (Contractual Services)
- Attachment 1-B: Invoice: Grantee's Employee(s)
- Attachment 1-C: Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- Attachment 1-D: Grant Agreement Final Closeout Form
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

#### A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2020 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2021 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

#### **B. FUNDING**

This Agreement is a **cost reimbursement** Agreement. DEO shall pay Grantee up to **Forty thousand Dollars (\$40,000)** in consideration for Grantee's performance under this Agreement. DEO, in its

sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State **Expenditures** (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpe nditures.pdf).

#### C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <a href="https://www.myfloridacfo.com/Division/AA/Vendors/default.htm">https://www.myfloridacfo.com/Division/AA/Vendors/default.htm</a>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

#### D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

#### E. AUDITS REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements.

Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. Audit Compliance. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

#### F. RECORDS AND INFORMATION RELEASE

- 1. Records Compliance. DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to <a href="mailto:PRRequest@deo.myflorida.com">PRRequest@deo.myflorida.com</a> within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
- 2. Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
- 3. Keeping and Providing Records. DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO.

Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

- 4. Audit Rights. Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- 5. Single Audit Compliance Certification. Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to <a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a>. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.
- **6. Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
- 7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at <a href="mailto:PRRequest@deo.myflorida.com">PRRequest@deo.myflorida.com</a>, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

#### G. TERMINATION AND FORCE MAJEURE

1. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision,

Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

- 2. Termination for Cause: DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
- 3. Termination for Convenience: DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
- 4. Grantee's Responsibilities Upon Termination: If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
- 5. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is

excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

#### H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is 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 engaged in business operations in Cuba or Syria.

### I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. (Not applicable)

#### J. ADVERTISING AND SPONSORSHIP DISCLOSURE

- 1. Limitations on Advertising of Agreement. DEO does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

#### K. INVOICES AND PAYMENTS

- 1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<a href="https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf">https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf</a>), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
  - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
  - **c.** Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
- 2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
- 3. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
- 4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

#### https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm

5. Grantee shall submit the final invoice for payment to DEO no later than 60 days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

#### L. RETURN OR RECOUPMENT OF FUNDS

- 1. Recoupment. Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
- 2. Overpayments. If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.
- 3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from DEO that and Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
- 4. Right of Set-Off. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

#### M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of

\$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

#### N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

#### O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other

intellectual property rights therein, without the necessity of any further consideration.

- 2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
- 3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
- 4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

#### P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

#### Q. NONEXPENDABLE PROPERTY

- For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)
- 2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
- 3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

- **4.** Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
- **5.** Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.
- **6.** A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
- 7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

# R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (Not applicable)

#### S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement

and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

#### T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

#### **U. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

#### V. EMPLOYMENT ELIGIBILITY VERIFICATION - E-VERIFY

The Governor of Florida's Executive Order 11-116 requires state agency contracts in excess of a nominal value to expressly require Grantee to: (1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees Grantee hired during the Agreement term; and (2) Include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the Subcontract. The Department of Homeland Security's E-Verify system can be found at:

#### https://www.e-verify.gov

If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

#### W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

#### X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

#### Y. ASSIGNMENTS AND SUBCONTRACTS

- 1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void ab initio.
- 2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
- 3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- 4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
- 5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the

amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

- 6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
- 7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

#### Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

#### AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

- Waiver. No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
- 2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE

PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

- 3. Attorneys' Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
- 4. DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

#### **BB. INDEMNIFICATION**

- 1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- 2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.
- 3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.
- 4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or

- made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- 5. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

#### CC. CONTACT INFORMATION FOR GRANTEE AND DEO

#### Grantee's Agreement Manager:

Michael Daniels, AICP	
Planning and Zoning Director	
321 Walnut Street	
Green Cove Springs, FL 32043	
Telephone: (904) 297-7049	
Email: mdaniels@greencovesprings.com	

#### **DEO's Agreement Manager:**

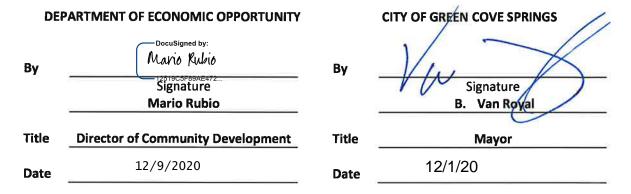
Amanda Iscrupe
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8496
Facsimile: (850) 717-8522
Email: amanda.iscrupe@deo.myflorida.com

#### **DD. NOTICES**

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.



Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

# OFFICE OF GENERAL COUNSEL DEPARTMENT OF ECONOMIC OPPORTUNITY

Ву:	John Morris		
Approv	ved Date:	12/9/2020	

# Attachment 1 SCOPE OF WORK

- GRANT AUTHORITY. This Community Planning Technical Assistance grant is provided pursuant to <u>Section (s.) 163.3168, Florida Statutes (F.S.)</u>, and Specific Appropriation 2276, Chapter 2020-111, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
- 2. PROJECT DESCRIPTION: The City of Green Cove Springs ("Grantee" or "City") shall develop a Comprehensive Online Mapping system to create an innovative planning and mapping resource that will improve citizen access to information and government services. The project will expand the Grantee's current official website by adding an interactive, user-friendly platform that will house a Geodata Hub of spatial data, including Future Land Use Map Series, Zoning Maps, Capital Improvement Plans, Utility Services Data, Transportation network and Emergency services information.

The platform will serve a variety of functions, such as:

- 1. Provide real time information to citizens and businesses during storm/emergency events regarding power outages, road closures and routing for emergency vehicles
- 2. Track and analyze police service call information
- Provide real estate developers, residents and property owners with property information, land use/zoning information, and existing and proposed infrastructure plans to assist them in decisions regarding construction projects
- 3. GRANTEE'S RESPONSIBILITIES: Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement unless extended by an amendment to this Agreement signed by both parties.
  - **A. Deliverable 1.** Procurement of GIS Design Consultant and Project Coordination Meeting for Staff; Subcontract or Notice.

#### Grantee shall:

- 1. Procure a GIS design consultant to oversee the project through the City's procurement process with approval from City Council.
- Hold a project Coordination Meeting for the Public Works, Planning and Police
  Departments Staff, to be facilitated by procured Consultant, who shall be approved
  through the City's procurement process, to compile and review the accuracy of GIS data
  regarding Existing/Future Land Use and Zoning, Environmental, Transportation, Property
  Information, Utility, Emergency Management and Capital Improvement Information.

- 3. Prepare a report of data compiled and reviewed at the Coordination Meeting and identify data gaps, if any, with recommendations for how those gaps may be filled.
- 4. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.
- **B.** Deliverable 2. Online Comprehensive Mapping System Website Development; Subcontract or Notice.

#### Grantee shall:

- 1. Develop the Online Comprehensive Mapping System Website utilizing GIS data compiled under Deliverable 1 of this Scope of Work.
- 2. Through the use of the City's website and social media accounts, the Grantee shall solicit feedback from the public regarding the mapping system. In addition, the Grantee shall send a mass email to the development community, i.e. developer's, engineers, architects and contractors to solicit feedback regarding how the system can be updated to address their needs. Feedback shall be provided by the public and the development community either at City Council meetings, contact with staff or through social media. The Grantee will also solicit feedback from other City Departments such as the Public Works and Finance Department who work closely with FEMA for emergency management relief to ensure that the system is providing real time updates of storm damage and documenting the damages from storm events. City Council shall be updated on the progress of the System and the website information during bi-weekly Council meetings throughout the implementation process. A presentation of the system shall be made to City Council upon project completion for their feedback and approval. Solicit feedback on the development of the Online Comprehensive Mapping System Website and incorporate the feedback into the Website, as necessary.
- 3. If the Grantee enters into any subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO notify DEO in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.
- C. Deliverable 3. Final Online Comprehensive Mapping System Website; Subcontract or Notice.

#### Grantee shall:

 Finalize the Online Comprehensive Mapping System Website. The Mapping system shall be an accessible link through the City's website and the system shall be presented to City Council

- upon completion. If additional changes to the system are recommended by City Council, then they will be implemented.
- 2. Promote the use of the Online Mapping System Website. The system shall be promoted through the City's website and social media pages. The City will send emails to the development community to help solicit interest in the system. Additionally, the City will contact the School Board, Clay County GIS, and the Economic Development Council to notify them of the system and consider additional ways to streamline the growth management processes.
- 3. Compile current and future intended initiatives of the Online Mapping System Website the City will compile all of the initiatives in the Development Services Department through discussions with the Public Works Department, Police Department, the City's Community Partners and feedback from the public. The intent of the initiatives is to create an innovative planning and mapping resource that will improve citizen access to information and government services.
- 4. If the Grantee enters into any subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO or notify DEO in writing by email or other document that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3.
- **4. DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
- **5. DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Procurement of GIS Design Consultant and Project Coordination Meeting for Staff; Subcontract or Notice  Grantee shall hold a project Coordination Meeting for Staff, to be facilitated by a GIS	Completion of Deliverable 1 as evidenced by submission of all of the following:  1. Copy of the GIS design consultants subcontract or amendment to the subcontract entered into by the Grantee.  2. Copy of Agenda for the Coordination Meeting	\$15,000.00	As provided in Section 12 of this Scope of Work, below.

Item #13.

Design Consultant and shall provide a copy of the subcontract, amendment to a subcontract, or notice to DEO in accordance with Section 3.A. of this Scope of Work.  Deliverable due date: December 31, 2020	3. List of City Departments participating in the Coordination Meeting  4. Copy of the data report.  Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 2. Online Comprehensive Mapping System Website Development; Subcontracts or Notice  Grantee shall develop an Online Comprehensive Mapping System Website and provide a copy of a subcontract, amendment to a subcontract, or notice in accordance with Section 3.B. of this Scope of Work.  Deliverable due date: March 31, 2021	Completion of Deliverable 2 as evidenced by submission of all of the following:  1. A link to the Online Comprehensive Mapping System Website  2. Copies of feedback received  3. Copy of a subcontract or amendment to an existing subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2.  Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	\$15,000.00	As provided in Section 12 of this Scope of Work, below.

r			
Deliverable 3. Final Online Comprehensive Mapping System Website; Subcontract or Notice	Completion of Deliverable 3 as evidenced by submission of all of the following:  1. Link to the Final Online	\$10,000.00	As provided in Section 12 of this Scope of Work, below.
Grantee shall finalize the Online Comprehensive Mapping System Website and provide a copy of a	Comprehensive Mapping System Website from the City's main website.		
subcontract an amendment to a subcontract or a notice in accordance with Section 3.C. of this Scope of Work.	Copies of materials to be used to promote the use of the Online Comprehensive Mapping System Website. (insert)		
Deliverable due date: May 31, 2021	2. A copy of the email sent to the Development Community, School Board, Clay County GIS, and Economic Development Council to notify them of the completion of the Final Online Comprehensive Mapping System and any feedback that was received shall be provided to the DEO.		
	3. List of current and future intended initiative of the Online Comprehensive Mapping System Website		
	4. Copy of a subcontract or amendment to an existing subcontract entered into by the Grantee not previously provided to DEO, if any, or an email or other document advising DEO that no such subcontract or amendment was entered into before the Deliverable Due Date for this Deliverable 3.		
	Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are		

	required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Total Amount Not to Exceed \$40,000.00			

- 6. SUBCONTRACTS. In accordance with Section Y., Assignments and Subcontracts, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any subcontract(s) shall be provided to DEO's Agreement Manager as provided in Sections 3.A. and 5. above. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
- 7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
- 8. BUSINESS DAY; COMPUTATION OF TIME. For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
- 9. COST SHIFTING. The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed ten (10) percent of each deliverable total funding amount. Changes that exceed ten (10) percent of each deliverable total funding amount will require a formal written amendment, as described in Section D., Renegotiation or Modification, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

#### 10. INVOICE SUBMITTAL AND PAYMENT.

A. DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with Section K, Invoices and Payments, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to <u>s. 215.971(1)</u>, F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

- B. Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail with the deliverable for which the invoice is submitted. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).
- **C.** Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
  - 1. Grantee's name and address:
  - 2. Grantee's federal employer identification number;
  - 3. the Agreement number;
  - 4. the Grantee's invoice number;
  - 5. an invoice date;
  - 6. the dates of service;
  - 7. the deliverable number;
  - 8. a description of the deliverable;
  - 9. a statement that the deliverable has been completed; and
  - 10. the amount being requested.
- **D.** Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- **E. Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
  - 1. For Work Performed by a Subcontractor:
    - A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
    - b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
    - c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).
  - 2. For Work Performed by Grantee's Employees:
    - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.

- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
  - The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
  - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.
- F. Payment shall be provided to Grantee in accordance with Section K., Invoices and Payments, of this Agreement.
- 11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to DEO's Agreement Manager. DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

#### 12. FINANCIAL CONSEQUENCES.

- **A.** Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
  - Grantee submits a deliverable to DEO more than ten (10) business days after the
    deliverable due date. Financial consequences begin to accrue on the eleventh business
    day following the deliverable due date and continue until the deliverable is received by
    DEO or the maximum amount of financial consequence accrues, whichever occurs first.

- Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable
  within the timeframe provided in Section 11 of this Scope of Work. Financial
  consequences begin to accrue on the business day following the deadline under Section
  11 of this Scope of Work and continue until the corrected deliverable is received by DEO
  or the maximum financial consequence accrues, whichever occurs first.
- **B.** Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.
- 13. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to DEO for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to DEO under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable for DEO review and comment is required under Section 3 or Section 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address DEO's comments.
- 14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in <u>s. 163.3184(1)(b)</u>, <u>F.S.</u>, and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in Section A., Agreement Period, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.
- 15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding Section D., Renegotiation or Modification, of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:
  - A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager

no later than one (1) business day before the deliverable due date (or the earliest of multiple due dates for which the extension is requested);

- B. A request for an extension of time received by DEO's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- C. If requested by DEO's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

- 16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding Section J., Advertising and Sponsorship Disclosure, and Section F., Records and Information Release, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.
- **18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:
  - A. Stop work under this Agreement on the date and to the extent specified in the notice;
  - B. Complete performance of such part of the work as shall not have been terminated by DEO;
  - C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and
  - **D.** Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Tallahassee, FL 32399

Item #13.

### Agreement # P0402

## Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INV	OICE
GRANTEE'S NAME: FEIN:	INVOICE NO.:
Agreement No.:	
TO:	FOR:
Florida Department of Economic Opportunity	[Grantee name]
Division of Community Development	[Grantee address]
Attn.: Amanda Iscrupe	[Grantee phone number]
107 East Madison Street	
Caldwell Building, MSC 160	

DESCRIPTION	AMOUNT
Dates of Service:	
Deliverable Completed:	
[copy description of the deliverable from Scope of Work, Section 3]	
Category expenditures:	
Contractual Services	\$
TOTAL	\$

## Attachment 1-B - Invoice: Grantee's Employee(s)

#### **INVOICE**

GRANTEE'S NAME:	INVOICE NO.:
Agreement No.:	
TO:	FOR:
Florida Department of Economic Opportunity	[Grantee name]
Division of Community Development	[Grantee address]
Attn.: Amanda Iscrupe	[Grantee phone number]
107 East Madison Street	
Caldwell Building, MSC 160	
Tallahassee, FL 32399	

DESCRIPTION	AMOUNT
Dates of Service:  Deliverable Completed: [copy description of the deliverable from Scope of Work, Section 3]	9
Category expenditures:	
Salaries	\$
Fringe Benefits	\$_
Travel	\$
Postage	\$
[other direct costs: identify them]	\$ \$ \$ \$ \$
TOTAL	\$

Tallahassee, FL 32399

#### Agreement # P0402

## Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)

#### **INVOICE**

GRANTEE'S NAME:	INVOICE NO.:
Agreement No.:	
TO:	FOR:
Florida Department of Economic Opportunity	[Grantee name]
Division of Community Development	[Grantee address]
Attn.: Amanda Iscrupe	[Grantee phone number]
107 East Madison Street	
Caldwell Building, MSC 160	

DESCRIPTION	AMOUNT
Dates of Service:  Deliverable Completed: [copy description of the deliverable from Scope of Work, Section 3]	
Category expenditures:	
Contractual Services	\$
Salaries	\$
Fringe Benefits Travel	\$
Postage	<del>S</del>
[other direct costs: identify them]	\$ \$ \$ \$ \$
TOTAL	\$

## Attachment 1-D





# Dane Eagle EXECUTIVE DIRECTOR

	GRAN	T AGREEMEN	JT FINA	L CLOSEOU'I	' FORM	
FLAIR Contract ID:						
Recipient Name:		Contract	Amount			
Vendor ID:		Deobligat	ed Funds			
Contract End Date:		Final Contr	act Amount			
Section A: Financial Reconci	liation	- 17				
1. Total Recipient Funds Reco	eived from DEO					
2. Total Recipient Expenditur	es					
3. Balance of Unexpended Pr	ogram Income (f	from Section B)				
4. If negative, this amount mu Recipient.	ist be refunded to	o the Department, If posi	tive, this amou	nt is to be remitted to th	ne	
Section B: Statement of Reci	pient Income					
		There was no recipient inco The following recipient inco				
		Description of	Recipient Inc	come		
Source		Amount		Expended	Balance	
Total Program Income		\$0.00		\$0.00	\$0.00	
Section C: Property Inventory	Certification					
	<ul> <li>All non- cost of S below is changes</li> </ul>	\$1,000 or more per unit with scomplete and correct. Notifi	nable tangible pro grant funds are li ication will be ser	operty having a useful life o isted below. I do hereby cer nt immediately to the Depar	f more than one year and acquired at a ctify that the property inventory described trment of Economic Opportunity if any is property without written permission of	
COLUMN SHAVE		Description of	Property Inve	ntory		
Description and Serial Number	Quantity	Acquisitions	(	Condition	Location	
- Trumber		Cost Da	ite			
Section D: Recipient Certifica	ation					
By signing below, I certify, true and accurate.	that the above 1	representations for Fina	ncial Reconci	iliation, Recipient Inco	ome, and Property Inventory are	
Name:			Signature:		<u>~</u>	
Title:			Date Signe	ed:		
Section E: DEO Internal Rev	iew and Approv	al				
By signing below, I certify, true and accurate.	that the above 1	representations for Fina	ncial Reconci	iliation, Recipient Inco	ome, and Property Inventory are	
Name:			Signature:			

# Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS.

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

- A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
- A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED**. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial

assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

- 2 For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

#### PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

#### N/A

#### PART IV: REPORT SUBMISSION.

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F-Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
  - a. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or Paper (hard copy):

Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (<a href="https://flauditor.gov/">https://flauditor.gov/</a>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient <u>directly</u> to:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

- 4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

- Remainder of Page Intentionally Left Blank -

#### **EXHIBIT 1 to Attachment 2**

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

N/A

#### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY - CSFA 40.024 - GROWTH MANAGEMENT IMPLEMENTATION - \$40,000** 

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

# ATTACHMENT 3 Audit Compliance Certification

	Grantee Name:			
	FEIN: Grantee's Fisca	al Year:		
	Contact Person Name and Phone Number:			
	Contact Person Email Address:			
l.	Did Grantee expend state financial assistance, during it (e.g., agreement, grant, memorandum of agreeme incentive award agreement, etc.) between Grantee andYes No	nt, memorandum of understanding, economic		
	If the above answer is yes, also answer the following be	efore proceeding to item 2:		
	Did Grantee expend \$750,000 or more of state financial state financial assistance combined) during its fiscal year			
	If yes, Grantee certifies that it will timely comply with requirements of section 215.97, Florida Statutes, a Financial Services and the Auditor General.			
2.	Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g. agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO?Yes No			
	If the above answer is yes, also answer the following before proceeding to execution of this certification			
	Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal award combined) during its fiscal year? Yes No			
	f yes, Grantee certifies that it will timely comply with all applicable single or program-specific audirequirements of 2 C.F.R. part 200, subpart F, as revised.			
	By signing below, I certify, on behalf of Grantee, that true and correct.	the above representations for items 1 and 2 are		
	Signature of Authorized Representative	Date		
	Printed Name of Authorized Representative	 Title of Authorized Representative		



## STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session MEETING DATE: 02/16/2021

**FROM:** Derek Asdot, Chief of Police

**SUBJECT:** City Council approval of Core I and III – Executive/Administrative Assistant Training in

Orlando, FL. Derek Asdot

#### **BACKGROUND**

Approval of Amanda Upton, assistant to Chief Asdot, attend Florida Police Chief's Core I and III Executive/Administrative Assistant training being held in Orlando, FL from May 3-7, 2021. This training will benefit her day to day work daily. This is to be taken out of training account # 104-2021-5005410.

#### **FISCAL IMPACT**

Core I = \$300, III = \$375, Hotel = \$545. Total \$1,220

#### RECOMMENDATION

City Council approval of Core I and III – Executive/Administrative Assistant Training in Orlando, FL.



# CITY OF GREEN COVE SPRINGS ADVANCED TRAINING/ LICENSE/CERTIFICATE REQUEST

\*Requires Department Head's, Human Resources Director's, and City Manager's approval before scheduling\*

Name: Amanda Upton Hire Date: Februa	ary 2019 Employee ID #: 1001	
Department: Police Position	on: Administrative Assistant	
Type of Training / Education:     Advanced Training □ Licenter     Li	cense	
Purpose of Training / Education:   ✓ Job Skills   ☐ Ca	reer Advancement	
Name of Provider: Florida Police Chief's Association		
Address: Embassy Suites by Hilton Orlando Lake Buena Vista; 8	100 Lake St, Orlando, FL 32836	
Course/Seminar Title: Core I and III - Executive/Administrative Assistant Training		
Start Date: May 3, 2021 End Date: May 7, 2021		
Registration Fee: \$ 675.00 (invoices attached)	FOR HR USE ONLY	
Accommodations: \$545.00 (credit card)	Copy given to employee after authorization	
Total Cost: \$ 1,220.00	Copy given to Finance	
*Traveling – Review Travel and Funds Advance Request Form		

<sup>\*</sup>Employee: Please attach copy of class description.

Please read each statement below and initial to t the rules regarding the Training & Education Po Manual, Section 10.	he left of each statem licy. For more inform	ent to verify you nation, please ref	r understan   ltem #14. er to the Personnel
AU Reimbursement for any training, license(semployee has worked for the City for one (1) continuation.			requested after the
AU Course is job-related or provides benefit to the	ne City.		
AU The cost of books for the course may be rein	abursable up to 100%,	upon approval by	the City Manager.
AU I certify that I have read and understand the knowledge this application is complete and correct grounds for suspension from the Training & Educat which could result in criminal penalties.	t. I further understand	that falsifying thi	s application can be
AU If separation of employment occurs with certifications costing more than \$250 and paid by the	the City within three ne City, I agree to reim	e (3) years for a burse the City a pr	dvanced training or rorated amount.
AU If separation of employment occurs with the City within six (6) months of receiving a certification/license costing less than \$250 such as, CDL, Water/Wastewater license, or Notary Public and paid by the City, the employee shall be responsible for 100% reimbursement.			
Employee amarda Upton	Employee Marola Uptor Date: 01/28/2021		
Sergeant/Supervisor:n/a	Date:	□ Approved	☐ Disapproved
Division Commander:n/a	Date:	□ Approved	□ Disapproved
Dept. Head: Dull Oudest	Date: $2 \cdot  \cdot  2 $	Approved	□ Disapproved
HR Director:	Date:	☐ Approved	□ Disapproved
City Manager:	Date:	□ Approved	□ Disapproved

NOTE: Once you have obtained Department Head's signature, this form must be submitted to the HR Department.

<sup>\*</sup>Employee: Please attach copy of class description.

## City of Green Cove Springs Travel and Funds Advance Request

Name of Traveler: Amanda Upton	Department: Police
Date Submitted: 01/28/2021	
Purpose of Travel: CORE I and III - Executive	e/ Administrative Assistant Training
Date & Time of Departure: 05/02/2021 @ 5	p.m. Date & Time of Return: 05/07/2021 @ 7 p.m
Destination: Embassy Suites by Hilton Orlando	Lake Buena Vista; 8100 Lake St, Orlando, FL 32836
Mode of Travel: (Circle One) City Vehic	le <u>Private Auto</u> Air Bus Train

<b>Expense Items</b>	Prepaid \$ To	Others	Advance \$ To Employee	Actual Total
TRANSPORTATION				
Public	\$	<b>(A)</b>		
Private:				
(Est. Miles <u>284</u> @ .445)			\$126.38	\$
(Act. Miles @ .445)				
Begin Mileage:				\$
Ending Mileage:				\$
LODGING:				
Days @ \$	\$ 545.00	<b>(B)</b>	\$	\$
MEALS:				
B: <u>0</u> @ \$ 6.00			\$	\$
L: <u>5</u> @ \$ 11.00			\$ 55.00	\$
D: 6 @ \$ 19.00			\$ 114.00	\$
PED DYELL				
PER DIEM:	\$	<b>(C)</b>	\$	\$
Days @ \$80		(-)	Ψ	Φ
ACTUAL COST TOTAL				
(Attach receipt for each meal.	P.			\$
Do not mix per diem &				
actual) CONFERENCE FEES:			A:	
Employee	\$ 675.00	(D)	\$	·
Employee	\$ 675.00	(D)	\$	\$
TOTALS	\$ 1220.00		\$ 295.38	\$
Less Prepaid	Ψ 1220.00		Ψ 293.30	\$
Less Advances				\$
Amount Due City				\$

4)		
I request approval of travel and hold myself account	ntable for preplic and advances. I have r	ead and agree to abide by the rules and regulations printed on the  Date: 01/28/2021
Signature.		Datt. 01/20/2021
APPROVALS: FUND 001	DEPT2021	ACCOUNT <u>5004000</u>
Department Head : Della Hold	City Manager :	Finance Director:
PREPAID INFORMATION: SEND PREPAID	CHECKS TO THE FOLLOWNG:	
(A)	•	DATE REQUIRED:
(B)		DATE REQUIRED:
(C)		DATE REQUIRED:

DATE ADVANCE REQUIRED BY EMPLOYEE: 04/28/2021

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# City of Green Cove Springs Travel and Funds Advance Request

#### RULES AND REGULATIONS CONCERNING TRAVEL AND TRAVEL ADVANCES

- All travel must be an official nature, and all seminars, courses, meetings, etc. must be directly related to the performance of the traveler's assigned duties.
- All travel must be approved in writing, using this form, prior to any travel being performed. Failure to obtain prior approval could result in the traveler not being reimbursed for travel expenses.
- All travel requests must be submitted and approved as far in advance of commencement of travel as possible to ensure that the request for prepaid expenses and advancement of funds can be processed in a timely and orderly manner.
- ❖ Final report of travel, showing actual expenses incurred and with receipts for expenditures attached, must be submitted within 10 days after the completion of travel. If funds are due to the City, a check must be attached to the final report.
- Failure to submit a final report in a timely manner could result in a deduction from the employee's pay for any advanced funds in excess of the actual expenses or up to the full amount of advanced funds.
- ❖ If prepaid expense checks are required to be mailed to a vendor, the name, address, and disbursement date of the check <u>MUST</u> be completed on the front of the form. A copy of all documents that must be sent with the check must be completed be sent with the check must be completed by the traveler and attached to this request. A copy of the announcement giving a description of the class, seminar, etc., must be attached.
- All travel must be by a usually traveled route. Reimbursement may be made by common carrier and shall be sustained by receipts therefore. The use of a privately-owned vehicle for official travel in lieu of public owned or common carrier may be authorized under certain circumstances by the City Manager, and when authorized, reimbursement will be on a mileage basis not to exceed mileage as defined by applicable State of Florida rate. Reimbursement for expenditures related to the operation, maintenance and ownership of a vehicle shall not be allowed when a privately-owned vehicle is used on public business. Mileage shall be calculated as though travel began and terminated at City Hall.
- While on official business for the City, public officers and employees may be allowed for subsistence and lodging when traveling to a convention, conference or other authorized City business which may serve a direct public purpose of the City by the person attending such meeting, eighty dollars (\$80) per diem per day to cover lodging & meals. Alternately, the employee may be reimbursed for actual expenses for meals up to the following:

Breakfast \$6.00 Lunch: \$11.00 Dinner: \$19.00

Plus actual expenses for lodging at a single occupancy rate to be substantiated by paid bills therefore. When on authorized business not requiring an overnight stay, a City officer or employee shall not be reimbursed on a per diem basis, but shall receive subsistence based upon expenses of meals not to exceed the rates listed above. Allowance shall be made for meals when on official business in the City or immediate vicinity when approved by the City Manager, and reimbursement shall be made for actual expenses as substantiated by paid bills. If the cost of a meal for a guest is included in the claim, the following information is required: name of the guest, city business discussed, why expense was beneficial to the City.

- ❖ Incidental expenses such as taxi fare, parking fees, auto storage, communication expense and convention registration fees are also reimbursable. Receipts for all incidental expenses must be furnished to the City Finance Director on all authorized travel.
- Advancements may be made for approved travel and per diem on the basis of anticipated expenses provided that proper accounting for such expenses is made following completion of approved travel.

2636 Mitcham Drive Tallahassee, Fl 32308 (850) 219-3631

2636 Mitcham Drive Tallahassee, Fl 32308

(850) 219-3631

Connect with FPCA f | Item #14.

Search Connect with FPCA









TRAINING/CONFERENCES FPCA FOUNDATION LEGISLATIVE JOBS MEMBERS ONLY

# **CORE Training**

## **CORE I Training**

The FPCA recognizes the great work that *Executive and Administrative Assistants* perform on a daily basis for our police chiefs. FPCA is thrilled to offer this training specifically for you to help become the ultimate assistant with a CORE group of skills: **C**ommunications, **O**rganization Methods, **R**oles and Responsibilities, and **E**xpectations of Executive/Administrative Assistant Professionals.

Dates: May 3 - 5, 2021

**Registration Fee:** \$300/Member, \$400/Non-Member (Based on membership of your immediate supervisor or Agency Head) – Cancellations made within 1 week of the training will be subject to a \$100 administrative fee.

Location: Embassy Suites Orlando – Lake Buena Vista, 8100 Lake Street, Orlando, FL 32836

Room Block: Embassy Suites Orlando - Lake Buena Vista, 8100 Lake Street, Orlando, FL 32836

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Pate: \$109 plus Parking and taxes - Cut off date: April 16, 2021

Overnight Self Parking - \$10.00; Day Self Parking - \$6.00

Includes: Cooked to order breakfast served daily 6:30 am – 10:30 am in the atrium and a

Register

Tentative Agenda

# **Solution** Survey CORE III Training

This final course of our three part series dives deeper into both personal and professional goal setting, communication, stress management, work-life balance, financial planning, adapting to change and much more! Reconnect with your former classmates and take advantage of one of a kind networking opportunities at this unique event, customized specifically for Executive and

Administrative Assistants to Law Enforcement Leaders.

be subject to a \$100 administrative fee.

Dates: May 6 - 7, 2021

Registration Fee: \$375/Member, \$425/Non-Member (Based on membership of your immediate supervisor or Agency Head). Cancellations made within 1 week of the training will

Location: Embassy Suites Orlando – Lake Buena Vista, 8100 Lake Street, Orlando, FL 32836

Room Block: Embassy Suites Orlando – Lake Buena Vista, 8100 Lake Street, Orlando, FL 32836

Room Rate: \$109 plus Parking and taxes - Cut off date: April 16, 2021

Overnight Self Parking – \$10.00; Day Self Parking – \$6.00 Includes: Cooked to order breakfast served daily 6:30 am – 10:30 am in the atrium and a

muine əti ni bəvrəs noitqəcər gninəvə yıstnəmilqmoc

Register

Tentative Agenda

gninisaT II 390 Ifew #14

This class will build from the first Communication, Organization, Roles/Responsibilities and Expectations training and enhance the program by introducing leadership topics. Topics will include Inter-Generational Communication, Advanced Use of Microsoft Business, Professional Business Writing, Time Management, Professional Image, Daring Greatness, Financial Planning and Ethics. Great networking opportunities and team building will also be incorporated into this program. If you have not attended CORE I, you may still attend this class and attend CORE I at a later date!

Class Date: To be announced

**Registration fee:** \$350/Member, \$400/Non- Member (Based on your immediate supervisor or Agency Head)-Cancellations made within 1 week of the training will be subject to a \$100 administrative fee.

**Class Location:** 

Room Block:

Facebool





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Item #14.





# Florida Police Chiefs Association

Serving Florida's Law Enforcement Since 1952

## CORE I – EXECUTIVE/ADMINISTRATIVE ASSISTANT TRAINING Embassy Suites Orlando - Lake Buena Vista Resort May 3 – 5, 2021

Tentative Agenda – Subject to Change		
Monday, May 3		
	COMMUNICATIONS	
11:30am	Registration – Sign In	
11:45am	Welcome – Opening Remarks	
	Amy Mercer, Executive Director	
12:00pm-5:00pm	Communications	
	Speaker: Sara Brady, Sara Brady PR	
2:10pm-5:00pm	Embracing Job Challenges	
	Speaker: Sara Brady, Sara Brady PR	
	Tuesday, May 4	
ORGAN	IZATION SKILLS/ROLE AND RESPONSIBILITIES	
7:45am-8:00am	Sign In	
8:00am-12:00pm	Organization Skills	
	Speaker: Michelle Bono, Bono Communications & Marketing LLC	
12:00pm-1:30pm	Lunch Provided	
1:30pm-5:00pm	Become the Ultimate Assistant	
Speaker: Michelle Bono, Bono Communications & Marketing LLC		
Made ades Mass F		
Wednesday, May 5		
7:45am-8:00am	EXPECTATIONS  Sign In	
7.45am-8:00am	Sign In	

	Class Photo
mq00:S1	Graduation
11:30-12:00pm	Open Forum Discussion
	Speaker: To be determined
10:30am-11:30am	Seeing Things from a Chiet's Perspective
	Speaker: Ida Walker, Tampa Police Department
ms08:01-ms08:9	Secrets to a Successful Boss/Assistant Relationship
	Speaker: Ida Walker, Tampa Police Department
ms08:9-m	Brand You: Bullet Proof Your Career
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# Florida Police Chiefs Association

Serving Florida's Law Enforcement Since 1952

## CORE III – EXECUTIVE/ADMINISTRATIVE ASSISTANT TRAINING Embassy Suites Orlando - Lake Buena Vista Resort May 6 – 7, 2021

Tentative Agenda — Subject to Change	
	Thursday, May 6
8:00am	Registration
8:30am-10:30am	The CORE-Driven Assistant, The Road Map to Mastering Your
	Skills & Managing Your Success
	Speaker: Ida Walker, Tamp Police Department
10:30am-12:30pm	Ethics
	Speaker: Chief Keith Touchberry, Fellsmere Police Department
12:30pm-1:30pm	Lunch
1:30pm-5:30pm	Topic to be announced
	Speaker: To be announced
6:00pm	Reception
	Friday, May 7
8:00am-11:00pm	Communicating Across All Generations
	Speaker: Chief Jeff Pearson, Satellite Beach Police Department
12:00pm-1:30pm	Lunch
1:30pm-3:30pm	How to Navigate Our Male Dominated Occupation AKA Venus
	Enters Mars' Atmosphere
	Speaker: Chief Bernadette DiPino, Sarasota Police Department
3:30pm	Graduation

June 21/26 County Blanding.



## The Florida Police Chiefs Association

PO Box 14038 Tallahassee, FL 32317

## Florida Police Chiefs Association

## **Invoice**

Date	Invoice #
2/11/2021	200003668

Bill To

Amanda Upton Green Cove Springs PD 1001 Idlewild Ave Green Cove Springs, FL 32043-3901 United States Ship To

Amanda Upton Green Cove Springs PD 1001 Idlewild Ave Green Cove Springs, FL 32043-3901 United States

PO Number	Terms	Due Date
	Due on receipt	2/11/2021

Qty	Description	Price	Totals
1	CORE I Training - Amanda Upton	\$300.00	\$300.00
		Sub-Total	\$300.00
		Total	\$300.00
		Balance Due	\$300.00

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# The Florida Police Chiefs Association

PO Box 14038 Tallahassee, FL 32317

## Florida Police Chiefs Association

## **Invoice**

Date	Invoice #
2/11/2021	200003669

Bill To

Amanda Upton Green Cove Springs PD 1001 Idlewild Ave Green Cove Springs, FL 32043-3901 United States Ship To

Amanda Upton Green Cove Springs PD 1001 Idlewild Ave Green Cove Springs, FL 32043-3901 United States

PO Number	Terms	Due Date	
	Due on receipt	2/11/2021	

Qty	Description	Price	Totals
1	CORE III - Amanda Upton	\$375.00	\$375.00
Sub-Total		\$375.00	
Total		\$375.00	
Balance Due		\$375.00	

## **Amanda Upton**

From:

Amanda Upton <amgbem@yahoo.com>

Sent:

Thursday, January 28, 2021 9:14 AM

To:

Amanda Upton

Subject:

Fw: Your May-02-2021 Confirmation #84493549

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.

## Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, January 28, 2021, 9:08 AM, Embassy Suites by Hilton Confirmed <noreply@h4.hilton.com> wrote:

[X]

ASSY ES

Hi, AMANDA UPTON 10,612 Points / Gold





# soon, AMANDA UPTON

vation for May-02-2021 has been confirmed.

1#84493549



# Embassy Suites by Hilton Orlando Lake Buena Vista Resort



8100 Lake Street
Orlando FL 32836 US
Maps & Directions >>



14072391144

SUN



Check Out: 12:00 PM

Check In: 4:00 PM



Add to Calendar



Due to the current travel environment, hotel amenities and services may be limited. Please check the Embassy Suites by Hilton Orlando Lake Buena Vista Resort hotel website for any updates provided by the hotel or to understand any local rules or restrictions that may be in place.

[]

# Your Room Information

Your Room Information

**Guest Name:** 

**AMANDA UPTON** 

Guests:

1 Adult

Rooms:

1

Room Plan:

**1 KING BED SUITE** 



Upgrade your room for only \$8 more a night.

UPGRADE >

Your	Rate	Information

FLORIDA POLICE CHIEF

# Rate per night

May-02-2021 - May-07-2021

109.00 USD

Total for Stay per Room Rate

545.00 USD

Taxes

68.13 USD

Total price for Stay

613.13 USD



# STAFF REPORT

# CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session MEETING DATE: February 16, 2021

**FROM:** Steve Thomas

**SUBJECT:**City Council Approval of a PO not to exceed the amount of \$133,376 to Play Power LT

Farmington, Inc. for a handicap playground. *Steve Thomas* 

#### **BACKGROUND**

City Council approved entering a matching grant contract with The Land and Water Conservation Fund (LWCF) program for the Spring Park improvements. A new handicap playground was one of the elements for the grant. Staff has looked at this closely to come up with the best option for this playground. We will have it installed by the volleyball court under the two big oak trees next to Spring St.

#### **FISCAL IMPACT**

This item is budgeted in the approved FY 2021 Parks Department CIP budget.

#### RECOMMENDATION

Approve a PO not to exceed the amount of \$133,376 to Play Power LT Farmington, Inc. for a handicap playground.



PlayPower LT Farmington, Inc. 878 E. US Hwy 60 Monett, MO 65708 1-800-325-8828

QUOTE: R0321215014

Project: R0321\_44238739923\_05

Bill To:

Steve Thomas
City of Green Cove Springs
321 Walmart St.
Green Cove Springs, FL 32043
904-297-7500 Ext. 2211 (phone)
904-284-8609 (fax)
tradesworker@greencovesprings.com

Project Name & Location: P

Attn: Green Cove Springs Spring Park 2.0 Prepared by:
Playworx Playsets, LLC

Richard Lambeth Canton, GA 30114 (404) 427-5270 (phone) rlambeth@playworx.com

Ship To Address:

Steve Thomas City of Green Cove Springs 900 Gum St. Green Cove Springs, FL 32043 904-297-7500 Ext. 2211 (phone) 904-284-8609 (fax) End User:

Steve Thomas
City of Green Cove Springs
321 Walmart St.
Green Cove Springs, FL 32043
904-297-7500 Ext. 2211 (phone)
tradesworker@greencovesprings.com

Quote Number: R0321215014 Quote Date: 2/12/2021

Valid For: 30 Days From Quote Date

# PlayArea\_1

Product line: KidBuilders

Age group: 5-12

#### Global defaults

HANDRAIL F/SPINNER BEIGE KB Accent Color BEIGE

KB Climber Clr FOREST GREEN

KB Pnl/Crwl Tunnel Clr
KB Ship Pnl /Wheel Clr
BEIGE

KB Single Fun Wheel Clr FOREST GREEN

KB Slide/Float Stone Clr

KB Vinyl color

KB/Jeep Ground Cover

BEIGE

Brown

Buried

Kid Builder Post Color FOREST GREEN

Laminated Panel BEIGE-FOREST GREEN-BEIGE

Plastic Steering Wheel FOREST GREEN

QUIET GROVE GROUND COVER Buried

QUIET GROVE POST COLOR FOREST GREEN

Rock N Ship\_Mounting Buried UP Ground Cover Buried

Components

Part Number Description Qty Weight Volume Unit Price Total

							1
100001134	KB DK/DK PLATE 203 MM/8"	1	16.00	0.22	149.00	Item #15.	0
200006956	PLATE TRANSITION KB	1	0.00	1.00	188.00	188.0	00
200006959	BRACKET DECK TO POST KB	1	18.00	2.42	215.00	215.0	00
200006997	KB SNAKE POLE 915 MM/36"	1	70.00	15.32	737.00	737.0	00
200007000	CLIMBER LOOP 915 MM/36" KB	1	112.00	41.31	882.00	882.0	00
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36	0.00	0.0	00
200013795	KB 10' GALV POST WITH CAP	19	52.00	2.60	298.00	5,662.0	00
200013798	KB 136" GALV POST WITH CAP	2	59.00	3.00	329.00	658.0	00
200013808	KB 8' GALV POST WITH CAP	9	42.00	2.10	255.00	2,295.0	00
200013810	KB 148" GALV POST WITH CAP	2	64.00	3.20	350.00	700.0	
200013924	LOOP ASSY SAFETY KB	1	43.00	7.04	469.00	469.0	00
200200162	KB 1016MM ELBOW SLIDE LEFT	1	98.00	42.00	917.00	917.0	
200200185	DECK BALCONY KB SMALL HOLE	4	104.00	25.04	1,230.00	4,920.0	
200200384	RAMP 3660 MM/12' W/GUARD RAILS KB_(SMAL	3	383.00	34.00	3,731.00	11,193.0	
200200405	STAIRS 610 MM/24" KB (2002)(SMALL HOLES	1	179.00	15.50	1,617.00	1,617.0	00
200200504	PANEL REACH MELODY MAKER F/KB	1	90.00	2.00	1,512.00	1,512.0	00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	0.00	0.00	0.0	00
200202270	KB SINGLE FUNWHEEL	1	75.00	24.00	940.00	940.0	00
200202418	KB 815MM(32") JUNGLE CLIMB	1	105.00	20.00	1,269.00	1,269.0	00
200202497	KB DECK HEX SMALL HOLE 11GA	1	321.00	25.17	2,955.00	2,955.0	00
200202502	KB DECK REST SMALL HOLE 11GA	2	179.00	15.52	1,824.00	3,648.0	00
200202503	KB DECK SQUARE SMALL HOLE 11GA	1	116.00	9.86	990.00	990.0	00
200202551	KB TRANS STAT 812 SFTY RL (SM HL)11GA	1	335.00	27.28	3,318.00	3,318.0	00
200202581	KB ROCK N SHIP	1	1,950.00	480.00	16,674.0	16,674.0	00
					0		
200203205	KB BOINGO	1	15.00	2.00	285.00	285.0	00
200203323	KB WAVE SLIDE 32" W/2014 HOOD	1	95.00	38.00	1,022.00	1,022.0	00
200203471	KB ACTIVITY PANEL FRAME PTMT	1	35.00	0.70	487.00	487.0	00
200203471	KB ACTIVITY PANEL FRAME PTMT	1	35.00	0.70	487.00	487.0	00
200203471	KB ACTIVITY PANEL FRAME PTMT	1	35.00	0.70	487.00	487.0	00
200203474	ACTIVITY PANEL HYPNOTIZE INSERT	1	13.00	1.20	793.00	793.0	00
200203477	ACTIVITY PANEL A-MAZE-ING INSERT	1	13.00	1.20	700.00	700.0	00
200203479	ACTIVITY PANEL MAGICAL MUSIC INSERT	1	30.00	1.20	1,722.00	1,722.0	00
200203481	SURFACE SPINNER	1	1,000.00	0.00	11,319.0	11,319.0	00
			,		0	,	
200203574	ASSY POST MT.PLAS.STEER.WHL.	1	3.00	1.30	228.00	228.0	00
200203609	QUIET GROVE	1	570.00	227.00	7,500.00	7,500.0	
200203629	REACH PANEL KB SCRAMBLED SCALES	1	45.00	3.50	2,247.00	2,247.0	
200203632	PANEL REACH SILLY FACE F/KB	1	50.00	5.00	978.00	978.0	
200203635	PANEL REACH SIMON SAYS F/KB	1	55.00	5.00	905.00	905.0	00

# RiskSign\_Included

Product line: Park Service

Age group:

# **Global defaults**

RISK MGNT SIGN CLR FOREST GREEN

# Components

Part Number	Description	Qty	vveignt	volume	Unit Price	ıotaı
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	10.00	0.00	0.00
A -1 -1:(:1 )	11					

## **Additional Items**

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	385.00	0.00	0.00	0.00
925603	LABEL P/C (5 TO 12 YRS) PPLT	6	1.00	0.00	5.00	30.00

925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00	0.00	Item #15. )0
926020	LITTLE TIKES CARD F/THUMB DRIVE	1	0.00	0.00	0.00	0.00
INSTALL	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00	0.00
BOOK						

#### **Parts By Other**

Part Number	Description	Qty	Weight	Volume	<b>Unit Price</b>	Total
sur100	Surfacing for PiP at \$15.00/sq ft	2178	0.00	0.00	15.00	32,670.00

#### Totals:

Equipment Weight: 11,001.00 lbs
Equipment Volume: 1,324.88 ft<sup>3</sup>
Equipment List: 91,098.00
Discount Amount: -\$33,706.26
Products Subtotal: \$57,391.74
Products by Other: \$32,670.00
Installation: \$31.884.30

Estimated Sales Tax\*: \$0.00

Freight: \$3,946.95 Code: truck

Grand Total: \$125,892.99

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc. Attention: Sales Administration 878 E US Hwy 60 Monett, Missouri, USA 65708

1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington PO Box 734155 Dallas, TX 75373-4155

#### NOTE:

\* Applicable sales taxes will be confirmed once order and any tax certificates are received † Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

#### COMMENTS:

This project is based on grant money that the City of Green Cove Springs needs to spend right away, so time is of the essence. They need this installed and invoiced by April 23 if possible. Please expedite in all ways possible, thank you.

This playground contains 13.22% recycled content This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email

outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

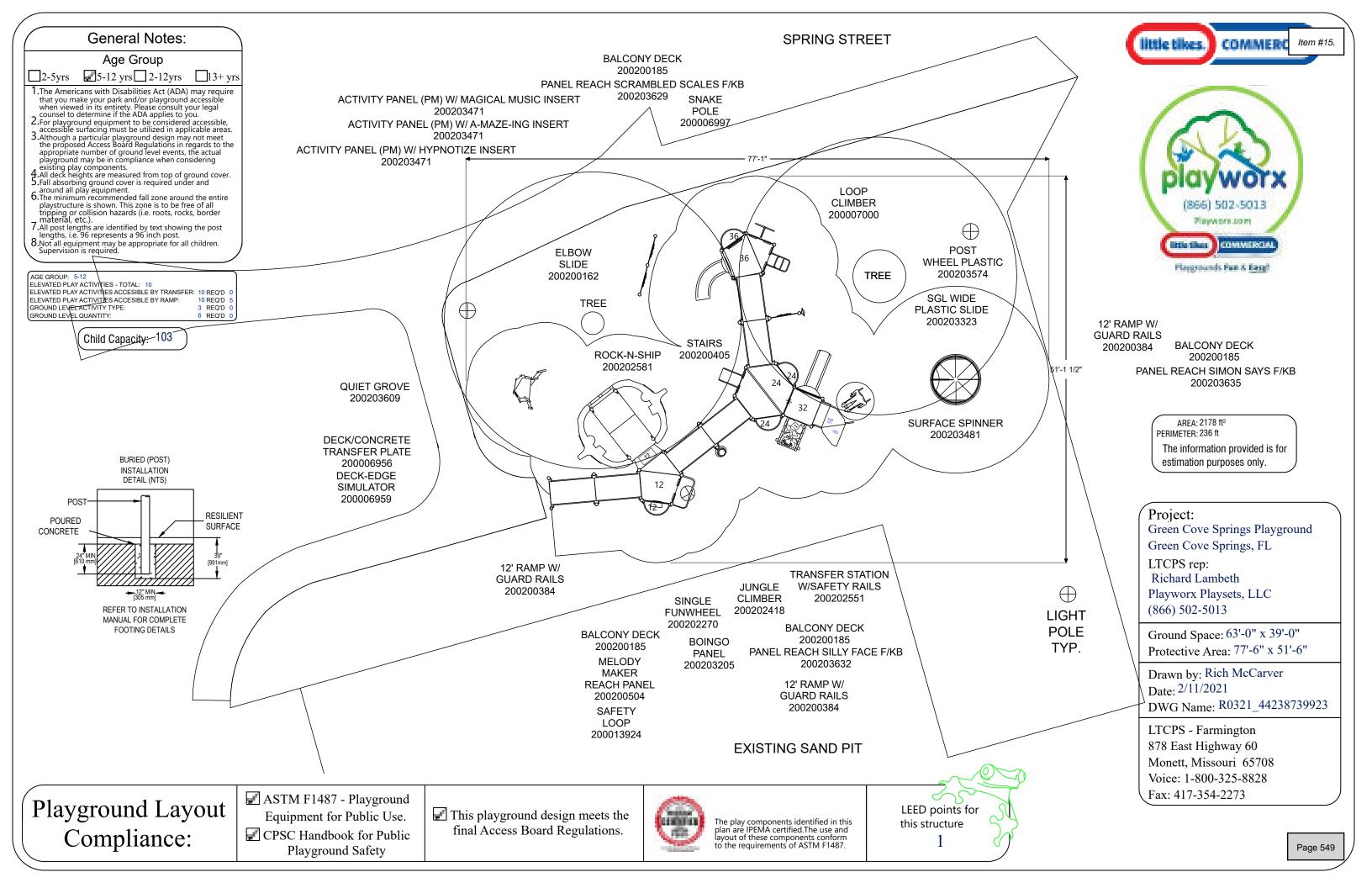
Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFE FARMINGTON INC.	R ARE HEREBY APPROVED AND ACCEPTE	ED BY PLAYPOWER LT
By:	Date:	

#### ADDITIONAL TERMS & CONDITIONS OF SALE

- 1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
- 2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.
- 3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.
- 4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.
- 5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.
- 6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions.

Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and coul Louis, Missouri.

- 7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.
- 8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.
- 9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.







# Playworx Playsets, LLC 2550 Sandy Plains Rd Suite 225 #348 Marietta, GA Richard Lambeth (904) 788-6009

rlambeth@playworx.com

Green Cove Springs Playground 2.0 Green Cove Springs, FL







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Green Cove Springs Playground 2.0 Green Cove Springs, FL





# STAFF REPORT

# CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session MEETING DATE: February 16, 2021

**FROM:** Mike Null

SUBJECT: City Council authorization to purchase a bucket truck from Altec Industries, Inc. under the

GSA bid in an amount not to exceed \$230,000.

#### **BACKGROUND**

The City electric department fleet currently includes four (4) bucket trucks and two (2) digger /derrick trucks. Truck # 431 is a 1999 bucket truck with over 114,000 miles. Since these trucks idle quite a bit when on the job site, the hours on the engine far exceed that amount.

This truck has been taken out of service for the last three months due to ongoing safety concerns. The chassis is a 1999 GMC 7500 which is no longer made and next to impossible to find parts for. It is so underpowered that the crews do not take it off pavement for fear of getting stuck. More importantly, when the crews are operating the boom in the air, it will continue to drift 12-24 inches after they try to stop it. This is extremely dangerous when working around live high-voltage power lines. In 2018, we spent \$30,000 for major repairs to the boom of the truck and the drifting issue has re-surfaced.

The plan was to ask for a replacement in the FY 22 budget cycle. However, with the workload that lies ahead for the electric department, we need all of our equipment to be in working order and to request replacement now. If this item is approved by Council, then a new truck will be available by July 2021. This item is not included in the FY 21 CIP budget and will require a budget adjustment if approved.

Attached is a quote from Altec Industries for a standard 4x4 model from the GSA bid that includes most of the needed equipment. That quote amount is \$219,005. Staff is requesting the ability to issue a PO for up to \$230,000 to include toolboxes, strobe lights, spotlights and any other items that may need to be added.

#### FISCAL IMPACT

If approved, the funds will come from the depreciation reserve, which is projected to have a balance of \$1,336,278 at the end of FY 21. Approval of this purchase will reduce that amount to \$1,106,278.

#### RECOMMENDATION

Authorize the purchase of bucket truck from Altec Industries, Inc. under the GSA bid in an amount not to exceed \$230,000; authorize the surplus and disposal in the best interest of the city truck #431; and direct staff to return with a budget adjustment to include this expense.





**Opportunity Number: Quotation Number:** GSA Contract #: GS-30F-026GA

2/10/2021 Date:

Quoted for: City of Green Cove Springs Customer Contact: Andy Yeager

Phone: 904-408-2703 Email: jyeager@greencovesprings.com

Quoted by: Chuck Martin

Phone: 407-257-7718 Email: cwmartin@altec.com

Altec Account Manager: Chuck Martin

	AA55E-M	\$178,559
	Per GSA Specifications in GSA Catalog plus Options belo	ow
A.) GSA OPTIONS C	ON CONTRACT (Unit)	0.051
1	ESR-Extended side reach	\$4,354
2	OC-Overcenter unit, AN55E-OC in lieu of AA55E	\$3,914
3		
4		
5		
•	<u> </u>	•
A1.) GSA OPTIONS O	ON CONTRACT (General)	
1	TBE-Electric trailer brake controller	\$229
2	CH-Fold over cone holder mounted on front bumper	\$233
3	AWD-MD-4x4 chassis	\$23,893
4	D1-Driver controlled locking differential	\$1,473
5		
	+	- <del>'</del>
	ITEMS	
3.) OPEN MARKET	Automatic upper boom stow latch	\$3,500
B.) OPEN MARKET		\$3,300
3.) OPEN MARKET 1 2	2021 chassis upgrade	\$2,350
1		
1 2		
1 2 3		

**GSA SURCHARGE:** \$500

TOTAL FOR UNIT/BODY/CHASSIS: \$219,005

(C.) ADDITIONAL ITEMS (items are not included in total above)					
1					
2					

#### \*\*Pricing valid for 45 days\*\* **NOTES**

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

**TO ORDER:** To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard, Freightliner M2-106 or International MV-607

**DELIVERY:** No later than **270-370** days ARO, FOB Green Cove Springs, FL

TERMS: Net 30 days

FET TAX: If chassis over 33K GVWR, a 12 % FET may be applied. JEA is FET exempt.

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated Account Manager, In-Service Training with Every Order.

TRADE-IN: Equiptment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

**BUILD LOCATION: Roanoke, VA** 



# STAFF REPORT

# CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session MEETING DATE: February 16, 2021

**FROM:** Mike Null

SUBJECT: City Council discussion and direction on the installation of security lights for electric

customers. Mike Null, Andy Yeager

#### **BACKGROUND**

For at least 20 years, the City has not been installing new security lights (night-lights) for electric customers. We receive several requests each year for the installation of these security lights. It is common for electric utilities to install security lights for their customers in exchange for a monthly fee.

The electric department staff has completed a cost analysis of re-starting the program. We would currently use an LED light that is more energy efficient and also has a 10 year warranty (and therefore a 10 year life expectancy). The electric usage portion of installing and maintaining the light is estimated at \$4.32 per month based on 12 hours per day usage. Installation with one lineman and one apprentice would take about an hour. With all of the costs included, the following fees are presented for Council discussion and direction:

- If we charged \$10 per month without any upfront fees it would take 43 months to start seeing a return on investment.
- If we charged \$15 per month without any upfront fees it would take 23 months to start seeing a return on investment.
- If we charged \$20 per month without any upfront fees it would take 14 months to start seeing a return on investment.

Following is our current section of City Code that addresses security lights:

## Sec. 90-61. - Security and night-lights.

- (a) The city shall charge such owner or tenant a fee as follows for existing security or night-lights. The city will not install such lights or repair/replace parts other than light head, photo eye or lamp.
  - (1) 175-watt mercury vapor light or 100-watt high-pressure sodium light monthly charge: \$10.25.
  - (2) 400-watt mercury vapor light or 250-watt high-pressure sodium light monthly charge: \$20.00.
  - (3) Relocate light head, photo eye or lamp fee of \$25.00 during normal business hours.
- (b) The requesting party shall agree in writing that any poles, lights, or accessories placed upon his property shall remain the sole property of the city, and the city shall have the right to remove such equipment at any time fees are delinquent.

\*\*\*\*\*\*\*

The 100 Watt HPS light that we currently charge \$10.25 for is rated at 9,400 lumens. The new LED's are rated at 8,330 lumens, however we know from experience that they are actually much brighter and the light broadcasts further. For reference, Clay Electric charges \$7.10 for a 5,000 lumen light and \$10.35 for a 17,000 lumen light.

Pending Council direction on whether or not to re-start the installation of security lights and direction on a fee structure, staff can prepare the appropriate ordinance to revise Section 90-61 of the City Code for approval in March.

## **FISCAL IMPACT**

See above discussion regarding return on investment.

## RECOMMENDATION

Subject to Council Direction.



# STAFF REPORT

# CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council MEETING DATE: February 16, 2021

**FROM:** Michael Daniels, AICP, Planning & Zoning Director

**SUBJECT:** Award of Bid LC 2020-20 for an Urban Planning or Interdisciplinary Firm to complete the

2045 Comprehensive Plan Update. *Michael Daniels* 

#### **BACKGROUND**

Bid LC 2021-01 was opened on December 17, 2020, and there were five qualified bidders who responded to this project. A selection committee was organized to review each proposal. The Selection Committee included City Council Member Ed Gaw, Planning and Zoning Member Brian Cook, City Manager Steve Kennedy, Assistant City Manager Mike Null and Planning and Zoning Director Michael Daniels.

Bidders included: Calvin, Giordano & Associates (CGA), Causseaux, Hewett, Walpole (CHW), Fleet and Associates (FA), Kimley Horn and Associates (KHA) and S&ME. The Selection Committee initially met on January 13<sup>th</sup> to discuss the bids. At that time all five committee members ranked CHW, S&ME and KHA as the top three bids with CGA and FA ranked 4<sup>th</sup> and 5<sup>th</sup> respectively. The Selection Committee agreed to have the top three bidders provide in-person presentations before making a final decision. On February 2<sup>nd</sup>, all three firms provided in-person presentations. Following the presentations, the Selection Committee members reviewed the proposals and ranked the firms as noted in Table 1.

**Table 1. Ranking of Bidders** 

	Mike Daniels	Mike Null	Steve Kennedy	Ed Gaw	Brian Cook
1	S&ME	S&ME	S&ME	S&ME	S&ME
2	KHA	KHA	KHA	KHA	KHA
3	CHW	CHW	CHW	CHW	CHW
4	CGA	CGA	CGA	CGA	CGA
5	FA	FA	FA	FA	FA

## FISCAL IMPACT

The funds for this project (\$75,000) have been budgeted by the City in the General Fund for FY 20/21.

#### RECOMMENDATION

Staff recommends the award of Bid LC 2020-20 to S&ME.

# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF GREEN COVE SPRINGS AND

**THIS AGREEMENT** is awarded and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, **2021** between the CITY of Green Cove Springs, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "CITY" and S&ME Inc. 1615 Edgewater Drive, Suite 200, Orlando, FL 32804, a Florida Corporation, hereinafter referred to as the "CONTRACTOR".

#### **WITNESSETH**

**WHEREAS**, the CITY desires to obtain the professional services of said CONTRACTOR to provide and perform services as further described hereinafter as Comprehensive Planning Preparation Services and

WHEREAS, the CONTRACTOR hereby certifies that they have been granted and possesses all necessary, valid, current licenses/certifications to do business in the State of Florida and in the CITY of Green Cove Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement; and

**WHEREAS**, the CONTRACTOR has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, all parties hereto agree with all terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a Contract shall exist between both parties consisting of:

#### **ARTICLE 1.00 - DEFINITIONS**

The following are definitions for the terms associated with this Agreement and are provided to establish a common understanding, between the parties, regarding the intended usage, application, and interpretation of same.

- **1.01 AGREEMENT** As it relates to the requirement of the work contemplated herein, this Agreement shall include **Exhibit A** and any documentation by reference, and shall constitute the entire agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto, for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this agreement.
- **1.02 AMENDMENTS** Any additions, modifications or alterations made to this agreement. All amendments shall be made in accordance with Article 23.00.
- <u>"CONTRACTOR"</u> the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services as required under the covenants, terms and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONTRACTOR shall also include any employees of the CONTRACTOR, and any SUB-CONTRACTORs or employees thereof, who are engaged by the CONTRACTOR for the purpose of performing professional services pursuant to this Agreement.
- **1.04 "CITY"** a political subdivision of the State of Florida, and any official and/or employees thereof, who shall be duly authorized to act on the CITY'S behalf, relative to this Agreement.

Page 1 of 12

- **1.05** "PARTIES" CITY and the CONTRACTOR as defined hereinabove.
- <u>"PROFESSIONAL SERVICES"</u> all services, work, materials and other professional, technical and administrative activities as set forth in <u>Exhibit A</u>, which are necessary to be provided and performed by the CONTRACTOR and its employees, and any and all sub-consultants and sub-CONTRACTORs the CONTRACTOR may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions contained herein.
- <u>"PROJECT MANAGER"</u> the CITY's Planning and Zoning Director or his designee. The PROJECT MANAGER shall be responsible for acting on behalf of the CITY to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements as set forth in this Agreement, or any AMENDMENT(S) hereto. The PROJECT MANAGER shall also serve and act on behalf of the CITY, to provide direct contact and communication between the CITY and the CONTRACTOR, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONTRACTOR, pursuant to this agreement, and any Amendment(s) hereto. The PROJECT MANAGER shall also review and approve any and all requests, submitted by the CONTRACTOR, for payment of services performed, pursuant to this Agreement.
- <u>"SUB-CONTRACTOR"</u> any individual or firm who offers professional services to the CONTRACTOR, to assist providing and performing the professional services, work and materials for which the CONTRACTOR is contractually obligated, responsible and liable to provide and perform under this Agreement. The CITY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any Agreement entered by the CONTRACTOR and any and all SUB-CONTRACTORS.

#### 1.09 ADDITIONAL DEFINITIONS - RESERVED

#### **ARTICLE 2.00 - SCOPE OF PROFESSIONAL SERVICES**

The CONTRACTOR agrees to provide to the CITY the services identified in **Exhibit A** under the price schedule contained therein and under the established timeline below:

Task			
	<b>Estimated Timeline</b>		
Citizen Engagement and data collection	February – April 2021		
Draft Comprehensive Plan	February – July 2021		
Amendments			
Advisory Group Meetings	March July 2021		
Public Meetings*	March – July 2021		
LPA Commission Transmittal Hearing	August 2021		
City Council Transmittal Hearing	September 2021		
State (DEO) Review	October-December 2021		
LPA Commission Adoption	January 2022		
City Council Workshop	February 2022		
City Council Adoption	February 2022		

#### **ARTICLE 3.00 - TERM**

The Agreement Term shall commence upon execution of this agreement and shall end on December 31, 2022.

#### **ARTICLE 4.00 FUNDING**

This Agreement or any amendments hereto shall be subject to annual funding availability within the City's budget.

#### **ARTICLE 5.00 - OBLIGATIONS OF THE Contractor**

The obligations of the CONTRACTOR, with respect to the services provided herein, shall include, but not be limited to, the following:

#### 5.01 LICENSES

The CONTRACTOR agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses/certifications as required to do business in the State of Florida and the CITY of Green Cove Springs, including, but not limited to, licenses required by any State Boards, or other governmental agencies, responsible for regulating and licensing the professional services provided and performed by the CONTRACTOR pursuant to this Agreement.

#### 5.02 PERSONNEL

- (I) Qualified Personnel The CONTRACTOR agrees to employ and/or retain only qualified personnel where, under Florida law, requires a license, certificate of authorization, or other form of legal entitlement, to practice such services.
- (2) CONTRACTOR's Project Manager The CONTRACTOR agrees to employ and designate, a qualified professional to serve as its Project Manager. The CONTRACTOR's Project Manager shall be authorized to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed, pursuant to this Agreement, and/or any Amendment(s) hereto. The CONTRACTOR'S Project Manager shall have full authority to bind and obligate the CONTRACTOR on any matter arising under this Agreement or any Amendment(s) hereto, except upon express written agreement of the CITY. The CONTRACTOR agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services performed by the CONTRACTOR, throughout the entire term of this Agreement and any extension hereof. The person or individual selected, by the CONTRACTOR, to serve as its Project Manager is subject to prior approval and acceptance of the CITY.
- (3) Sub-CONTRACTORs If the CONTRACTOR utilizes SUBCONTRACTORs to assist in providing and performing the professional services, CONTRACTOR will solicit and consider Minority-Owned Businesses.

#### 5.03 STANDARDS OF PROFESSIONAL SERVICE

The CONTRACTOR agrees to provide and perform the professional services set forth in this Agreement, or any Amendments hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies, of any governmental agencies which may regulate, or have jurisdiction over the professional services to be provided and/or performed by the CONTRACTOR, pursuant to this Agreement.

#### 5.04 INDEMNIFICATION

- (I) The CONTRACTOR shall be, liable for any and all damages, losses, and expenses incurred by the CITY caused by the errors, omissions, negligence, or delay(s) of the CONTRACTOR or by any sub-consultant(s) and/or SUBCONTRACTOR(s) engaged by the CONTRACTOR in providing, performing and furnishing services, work and materials pursuant to this Agreement.
- (2) The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify, defend

and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the CONTRACTOR'S errors, omissions, negligence, or delay(s), or those of any and all sub-consultants and/or SUBCONTRACTORs engaged by the CONTRACTOR during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Amendments thereto.

#### 5.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter and except for the provisions of paragraphs 17 and 18 below, the CONTRACTOR agrees not to divulge, furnish or make available, to any third party, without the express written permission of the CITY, any non-public information, where such information has not been properly subpoenaed, concerning the services rendered by the CONTRACTOR.

#### ARTICLE 6.00 - OBLIGATIONS OF THE CITY

#### 6.01 AVAILABILITY OF CITY INFORMATION

At the CONTRACTOR'S request to the PROJECT MANAGER, the CITY agrees to make available all pertinent information, known by the CITY to be available, to assist the CONTRACTOR in providing and performing the professional services required herein. Such information may include, but not be limited to, customer billing information, consumption records, other related data. The CONTRACTOR shall be entitled to reasonably rely on the accuracy and completeness of such information.

#### 6.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The CITY agrees that the PROJECT MANAGER shall be available within a reasonable period, with reasonable prior notice, given by the CONTRACTOR, to meet and/or consult with the CONTRACTOR on matters pertaining to the professional services to be provided hereunder. The CITY further agrees that the PROJECT MANAGER shall respond, within a reasonable period, to written requests submitted by the CONTRACTOR.

#### ARTICLE 7.00 - COMPENSATION AND METHOD OF PAYMENT

#### 7.01 COMPENSATION AND METHOD OF PAYMENT

For the professional services performed by the CONTRACTOR, pursuant to this agreement, the CITY hereby agrees to pay the CONTRACTOR per the pricing schedule shown in **Exhibit A.** The Contractor shall be allowed one approved draw per month during the term of the contract. Payments are net 30 per State quick pay rules.

#### 7.02 PAYMENT WHEN SERVICES ARE TERMINATED

- (I) In the event of termination of this Agreement by the CITY and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (I) all services performed prior to the effective date of termination; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement.
- (2) In the event of termination of this Agreement, due to the fault of the CONTRACTOR or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (I) all services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement. Any such payments shall be subject to a set-off, for any damages incurred by the CITY, resulting from delays occasioned by the termination.

#### 7.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the CITY suspends the professional services required to be performed, by the CONTRACTOR, pursuant to this Agreement, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of suspension and shall pay the costs thereto as set forth in Section 7.01 of this agreement.

#### ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

#### 8.01 TIMELY ACCOMPLISHMENT OF SERVICES

The timely and expeditious completion, by the CONTRACTOR, of all professional services provided under this Agreement, or any Amendments hereto is expected. The CONTRACTOR agrees to employ an adequate number of personnel throughout the period of this Agreement, and any extension hereof, so that all professional services to be provided, pursuant to this Agreement, or any Amendments hereto will be provided, performed and completed in a timely and expeditious manner. Time of completion agreed to for this project is February 28, 2022.

Should the CONTRACTOR not be able to complete the services for a project in accordance with the Scope of Services and Schedule agreed to in **Exhibit A**, the CONTRACTOR shall provide the PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the PROJECT MANAGER, it shall then become the schedule for the project. Requests for changes to **Exhibit A** that are denied by the PROJECT MANAGER shall be further reviewed as proposed contract Amendments pursuant to Article 23.00.

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#### 8.02 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONTRACTOR fail to commence, provide, and/or perform any of the professional services required, pursuant to this Agreement, in a timely, continuous, diligent, professional and expeditious manner, the CITY may consider such failure as justifiable cause to terminate this Agreement.

## ARTICLE 9.00 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further agrees that no person having any such conflict of interest shall be employed or engaged by the CONTRACTOR for performance hereunder.

If the CONTRACTOR, for itself and on behalf of its SUBCONTRACTORs, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONTRACTOR shall promptly bring such potential conflict of interest to the CITY'S attention in writing. The CITY will decide in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONTRACTOR and the CONTRACTOR shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONTRACTOR accepts such a representation without obtaining the CITY'S prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONTRACTOR agrees to promptly terminate such new representation. CONTRACTOR shall require each sub-CONTRACTOR to comply with the provisions of this Section. Should the CONTRACTOR fail to advise or notify the CITY, as provided herein above, of representation, which may, or does, result in a conflict of interest, or should the CONTRACTOR fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

#### ARTICLE 10.00 - ASSIGNMENT/TRANSFER

Any assignments or transfer of rights, benefits or obligations hereunder shall only be allowed if approved as an amendment pursuant to Article 23.00.

#### **ARTICLE 11.00 - APPLICABLE LAW/VENUE**

This Agreement shall be governed by the ordinances of the CITY of Green Cove Springs, the laws, rules, and regulations of the State of Florida, procedural and substantive, and applicable federal statutes, rules and regulations. The venue for any and all litigation, arising under this Agreement, shall lie in Clay County, Florida.

#### **ARTICLE 12.00 - WAIVER OF BREACH**

Waiver by the CITY, of a breach of any provision of this Agreement, by the CONTRACTOR, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

### **12.01 JURY TRAIL WAIVER**

Each Party waives the right to trail by jury on any issues or suits arising hereunder.

#### **ARTICLE 13.00 - INSURANCE COVERAGES**

#### 13.01 GENERAL REQUIREMENTS

The CONTRACTOR shall purchase and maintain such insurance meeting the requirements of the CITY of Green Cove Springs and as will protect it from claims set forth below which may arise out

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of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts.

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR or (2) by any other person; and

Claims for damages because of injury to or destruction to tangible property, including loss of use resulting there from.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Upon award, the bidder shall provide a certificate of insurance providing at least thirty (30) calendar days guaranteed written notice of cancellation and the CITY listed as an additionally insured with the following minimums:

Workmen's Comprehensive: meeting State Statutes

Product Liability: \$ 100,000 single/\$ 500,000 aggregate
General Liability: \$ 100,000 single/\$ 500,000 aggregate
Commercial General Liability: \$ 1,000,000 combined single limit

Automobile Liability: \$500,000 combined single limit

Owned Hired Non-owned

Current Form/Comprehensive Form

**Premises Operations** 

**Explosion and Collapse Hazard** 

**Underground Hazard** 

Products/Completed Operations Hazard

Contractual Insurance

Broad Form Property Damage Independent CONTRACTORs

The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the CITY, the CONTRACTOR, and SUBCONTRACTORS as their may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENT to fully complete the PROJECT.

The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provision, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarity to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

Insurance for WORK to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious, mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the CITY. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the CITY.

The CITY shall be specifically included as an additional insured. This does not pertain to workers compensation.

All certificates of insurance must be on file with, and approved by, the CITY before the commencement of any work activities.

#### ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONTRACTOR

The duties and obligations imposed on the CONTRACTOR, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

#### ARTICLE 15.00 - REPRESENTATION OF THE CITY

The CONTRACTOR, in performing the professional services required pursuant to this Agreement, or any Amendments hereto, shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement or any Amendments hereto.

The CITY will neither assume nor accept any obligation, commitment, responsibility or liability, which may result from a representation by the CONTRACTOR, which is not specifically provided for and or authorized by this agreement or any Amendments hereto.

#### **ARTICLE 16.00 - MAINTENANCE OF RECORDS**

The CONTRACTOR shall maintain adequate records and supporting documentation, applicable to all services, work, information, expenses, costs, invoices and materials, provided and performed, pursuant to the requirements of this Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of natural expiration or termination of this Agreement.

The CITY and its authorized agents shall, after providing reasonable notice, have the right to audit, inspect and copy all such records and documentation, as often as the CITY deems necessary during the term of this Agreement, and during the five (5), year period thereafter, as required above, provided that

Page 8 of 12

such activity is conducted during normal business hours and at the expense of the CITY.

#### **ARTICLE 18.00 - PUBLIC RECORDS REQUIREMENTS**

Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

The CONTRACTOR, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject othe provisions of Chapter 119, Florida Statutes, made or received by the CONTRACTOR in conjunction with this Contract. Specifically, the CONTRACTOR 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 by the CONTRACTOR.
- (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 City's point of contact for all Public Records requests is Erin West, City Clerk, ewest@greencovesprings.com.

The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY a copy of the CONTRACTOR's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the CITY.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONTRACTOR CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

#### **ARTICLE 19.00 - HEADINGS**

The HEADINGS of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit or change any of the provisions contained herein.

#### **ARTICLE 20.00 - RESERVED**

#### **ARTICLE 21.00 - NOTICE AND ADDRESS OF RECORD**

#### 21.01 NOTICE BY CONTRACTOR TO CITY

All notice to the CITY, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CITY, address of record:

The City of Green Cove Springs

City Hall - Finance Department – Attn: Laurie Griffin
321 Walnut Street

Green Cove Springs, Florida 32043

#### 21.02 NOTICES BY CITY TO CONTRACTOR

All notices to be given to the CONTRACTOR, pursuant to this agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CONTRACTOR'S address of record:1615 Edgewater Drive, Suite 200, Orlando, FL 32804, Attn: Patricia Tyjeski

#### 21.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Article 20.01, above.

#### **ARTICLE 22.00 - TERMINATION**

#### 22.01 GENERAL PROVISIONS

This Agreement may be terminated by the CITY or the CONTRACTOR, with or without cause by giving thirty (30) days written notice to the other party as required in Article 20.00 above.

#### 22.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property or if it files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or other similar laws the CITY may, without prejudice to any other right or remedy, and after giving the CONTRACTOR written notice, terminate this Agreement.

#### 22.03 CONTRACTOR TO DELIVER MATERIAL

Upon termination for any reason, the CONTRACTOR shall promptly deliver to the CITY all documents or papers, which the CITY has exclusive rights, by virtue of this Agreement or any other services performed by the CONTRACTOR on behalf of the CITY.

#### **ARTICLE 23.00 - AMENDMENTS**

The covenants, terms, and provisions contained herein may be amended, altered and/or modified upon express written consent of the parties hereto. In the event of conflicts between the covenants, terms, and/or provisions hereof, and any amendment(s) hereto, the latest executed Amendment(s) shall take precedent.

## ARTICLE 24.00 ADMINISTRATIVE PROVISIONS

In the event the CITY issues a purchase order, memorandum, letter, or other instruments addressing the professional services, to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the CITY'S internal control purposes only, and any and all terms, provisions, and conditions contained therein, shall in no way modify the covenants, terms and provisions of this Agreement, or any amendments hereto, and shall have no force or effect hereon.

#### **ARTICLE 25.00 - ACCEPTANCE**

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

IN WITNESS WHEREOF,	the parties hereto,	by their duly authorized representatives,	have executed this
Agreement effective this _	day of	, <b>2021</b> .	

Item #18.

## CITY OF GREEN COVE SPRINGS, FLORIDA

# CITY OF GREEN COVE SPRINGS, FLORIDA

B. Van Royal, Mayor	By:Steve Kennedy, City Manager
ATTEST:Erin West, CITY CLERK	_ Approved as to form only:
	L.J. Arnold III, CITY ATTORNEY
CONTRACTOR -	
	ning and Design
	ning and Design



RFP: LC 2020-20

Item #18.

December 22, 2020



# City of Green Cove Springs FLORIDA

# **2045 COMPREHENSIVE PLAN UPDATE**



GREEN C OVE SPRINGS.

1885









December 22, 2020

City of Green Cove Springs City Hall 321 Walnut Street Green Cove Springs, Florida 32043

Reference: RFP No.: LC 2020-02 – 2045 Comprehensive Plan Update

Dear Members of the Selection Committee:

Over the past 30 years, Clay County has grown at a rapid pace, more than doubling in population to a current total of almost 220,000 residents. This growth has taken the form of low density/intensity suburban development, creating a "bedroom community" in which many Clay County residents commute to Duval County for work. During this same period the County seat of Clay, Green Cove Springs, saw a more modest population increase and has been able to maintain the rich historic character of this waterfront city. The First Coast Expressway, connecting I-95 and I-10 to the south and west of Green Cove Springs, provides both economic opportunity as well as a potential threat to the City's authenticity. A thoughtful and thorough Comprehensive Plan is required to achieve the delicate balance of fostering economic development and preserving community character.

S&ME understands the unique needs of historic cities facing growth pressures and possesses extensive experience in Comprehensive Planning. Our Project Manager, Pat Tyjeski, has provided a full range of planning consulting services for multiple jurisdictions during her career. Furthermore, she has considerable experience with the *EAR process and has prepared, amended, rewritten and/or assessed comprehensive plans for more than 30 local governments*. Collectively, our seven (7) in-house planners offer more than 100 years of professional planning experience.

S&ME was incorporated in North Carolina in 1973 and now has offices in 14 states, including Florida. Our Planning Team, based in Florida, comes from the legacy firm of Littlejohn, acquired by S&ME, Inc. in 2015 and offers deep experience in comprehensive planning, drafting development and design standards (traditional and form-based), historic preservation, community redevelopment, urban design, trail master planning, gateway signage and wayfinding, transportation planning and engineering (including complete streets and context sensitive design), economic impact assessments, public engagement, market analyses, GIS, neighborhood plans, 3-D Visualization and related planning activities.

We have built our Planning practice by working with historic and character-rich cities, like Green Cove Springs, throughout Florida. We are excited about the opportunity to share our team's unique combination of deep experience and cutting-edge design and visualization capabilities with your community through this Comprehensive Planning effort. Thank you in advance for your consideration; we hope to have the opportunity to expand our thoughts and ideas in person through the interview process.

Sincerely,

S&ME, Inc.

George M. Kramer, AICP, LEED AP Area Manager-Planning and Design Patricia Tyjeski, AICP Project Manager







# 1. COMPANY INFORMATION

## FIRM PROFILE



#### **Primary Contact:**

Patricia Tyjeski, AICP Project Manager 1615 Edgewater Drive #200 Orlando, FL 32804 407.975.1273 ptyjeski@smeinc.com

#### **S&ME Services:**

- Planning
- Economic Development and Redevelopment
- Civil Engineering
- Landscape Architecture
- Transportation
- Land Surveying & Mapping
- Geotechnical Services
- Environmental Services
- Construction Materials
   Engineering and Testing

Total Employees: 1,100

# Operates 34 offices in the following states:

- Florida
- Alabama
- Georgia
- Indiana
- Kentucky
- Lousiana
- North Carolina
- Ohio
- South Carolina
- Tennessee
- West Virginia

**S&ME, Inc. (S&ME)** delivers planning, engineering, design, environmental and construction services for the built environment. We offer a comprehensive suite of land development consulting services. Founded in 1973, we have grown to a 1,100-person corporation operating from 34 offices in the Southeast and Midwest. Our Planning Team, based in Florida, comes from the legacy firm of Littlejohn, acquired by S&ME, Inc. in 2015.

S&ME is owned by our employees who remain faithful to our core values of safety, quality and client service. Our goal is to provide practical solutions to our clients' infrastructure, development and environmental challenges. We care about our clients and devote our abundant resources and technical expertise to helping them successfully achieve their objectives. The firm has enjoyed great success, receiving peer recognition and numerous professional awards for our projects.

Through a balanced interdisciplinary approach, S&ME delivers results by providing innovative and sustainable solutions. As strategic development advisors, S&ME offers a wide array of expertise through a collaborative approach to projects that is focused on implementation from the outset. Our planners, designers and engineers work together to develop creative designs and pioneering ideas; which are then rigorously tested for workability. We define success through quality built projects.

The S&ME planning team includes 8 planners (5 certified), supported by more than 60 professionals from a variety of disciplines in our Orlando and Tampa offices. Between our two Florida offices, we can assist the County with all the services listed in the RFP without the need for sub-consultants. Our Project Managers are available by phone 24/7. Our business cards and email signature lines include our mobile numbers and will take calls from our clients. Requests for in-person meetings can typically be fulfilled within a few hours. Even though we are located in Orlando, we have demonstrated responsiveness to clients at similar (or longer) distances in the past, as has been the case with Panama City, Pinellas Park, St. Augustine, Fort Pierce, and more.

Our planning team has developed a specific practice area focused on traditional planning, including Comprehensive Planning, Land Development Code updates, Redevelopment, Economic Development, Historic Preservation, Complete Streets/Context Sensitive Design and Small Area Studies. S&ME has worked on numerous comprehensive planning projects including new plans, assessments of existing plans, amendments, and plan updates that address legislative changes or changes in population growth or development trends. S&ME has also assisted numerous cities and counties with the preparation of streamlined, user-friendly land development regulations, form-based codes, design standards and technical manuals. Our current and previous clients range from rural counties to fast growing urban communities.

The S&ME approach to planning is based on intense public participation and visioning coupled with analysis of the latest economic and demographic data. Our plans and codes are user-friendly, with concise writing and clear graphics illustrating concepts that provide predictability for the local government, the development community and the general public.

# 1. COMPANY INFORMATION

#### **CAPABILITIES**

#### **Comprehensive Planning:**

The S&ME Team has prepared, amended, rewritten and/or assessed comprehensive plans for more than 30 jurisdictions in Florida. The following examples show the types of assistance we have provided:

- <u>Evaluations and Appraisal Reports (EAR)</u>: Cities of Apopka, Cocoa, Casselberry, Clermont, Daytona Beach (subs to another firm), Eustis and Melbourne. Facilitated public workshops and scoping meetings for all of them.
- <u>EAR-Based Plan Amendments</u>: Cities of Apopka, Clermont, Cocoa, Edgewater, Fort Pierce, Leesburg, Mascotte, Melbourne, Quincy, St. Cloud, and Winter Springs; and DeSoto and Osceola counties.
- Comprehensive Plan Amendments: Apopka (to implement recommendations of small area studies and establish mixed use future land use categories); Hawthorne (to address the addition of 1,200 acres to the City); Sebastian (update of 5 elements); Winter Springs (future land use amendment for 50 acre parcel within a DRI); Manatee County (to incentivize development in the urban core); Putnam County (3 elements); Seminole County (study recommending the streamlining of the County's future land use categories); Volusia County (recommendations related to development intensity standards; LIU land use category definition and goals, objectives and policies; water and sewer connection policies; commercial allocation ratios; and workforce housing policies).
- Peer Review: City of Miami Gardens (FPZA award winner).
- <u>Population Projections</u>: Most rewrites performed included the preparation of population projections using State-accepted statistical methods.
- <u>Agency Review</u>: Volusia Growth Management Commission and the St. Johns River Water Management District.

#### Other Services:

- Land Use Planning, Site Planning and Site Design: Our S&ME team has extensive experience in land use planning in Florida. Some of our most notable recent examples include the land use plans we prepared for the City of Apopka: the Ocoee-Apopka Road Land Use Plan (prepared in anticipation of the relocation Florida Hospital to this area) and the Wekiva Parkway Land Use Study (prepared in anticipation of a new highway interchange opening in that area which is mostly undeveloped). We also assisted the City of Palm Coast by completing a land use plan for approximately 14,000 acres including the Flagler County Airport and surrounding land areas to further the economic and development growth of the airport, and more recently the City of Orlando with the Curry Ford Road Vision Plan. We assisted the City of Sanford with Comprehensive Plan and Land Development Code amendments necessary to facilitate a multi-use development in downtown (Sanford Waterfront Redevelopment Plan). We designed the master plan for the site and subsequently solicited and vetted potential development partners and teams to implement the phased development program outlined within the Conceptual Master Plan.
- Land Development Code and Ordinance Preparation: The S&ME Team has assisted numerous jurisdictions with the rewrite or amendments to their land development regulations. We prepared the City of Palm Coast's first land development code, rewrote the City of Melbourne's Zoning Code, and provided peer review for the rewrite of the City of West Melbourne's Land Development Regulations. We have assisted the cities of Apopka, Gulf Breeze, Lady Lake, Lakeland, Melbourne, Orlando, Ormond Beach, Winter Springs, and the counties of Manatee and Volusia with amendments to their land development codes to incorporate new regulations. Amendments included rewriting ordinances in the following areas: Signs, landscaping, accessory structures, lighting, noise, home occupations, parking, height, short-term rentals, mobile homes, portable storage units, and non-conforming uses; and establishing new sections related to mixed-use zoning and design standards. S&ME planners have also prepared form-based regulations for Kissimmee, Gainesville, Orlando (Downtown South), Lady Lake, Volusia County (major thoroughfares), Immokalee in Collier County, Lakeland, Gulf Breeze, Port St. Joe, Maitland and Manatee County. We have also prepared design standards for historic districts (Sanford, Punta Gorda, Melbourne, and Lakeland).

# 1. COMPANY INFORMATION

## **CAPABILITIES**

- <u>Transportation Planning and Impact Analysis</u>: Our multi-disciplinary team has worked on a variety of transportation planning projects, ranging from parking studies in Tampa, Kissimmee and Jacksonville, among others, to Complete Streets projects for the cities of Orlando and St. Augustine and Manatee County. For the City of St. Augustine, we have been working on a citywide mobility plan that will include five sections addressing Street Network, Land Use/Urban Design, Parking, Transportation Demand Management and a Capital Improvements Program. The S&ME team has also reviewed and prepared transportation impact analyses (TIAs). Under continuing services agreements with the City of Daytona Beach and the Town of Oakland, we have been providing reviews of traffic impact analyses submitted in conjunction with applications for development approval. S&ME currently serves as lead consultant for the Florida Department of Transportation (FDOT) Districtwide Complete Streets contract (District 1).
- <u>Urban Design and Landscape Architecture</u>: For over 20 years, S&ME staff has provided urban design and landscape architecture services for numerous communities across Florida including the cities of Orlando, Clermont, Orange County, Lakeland, Haines City and many more. We have completed numerous award-winning public realm projects such as: The West Orange Trail, Leu Gardens, Lake Eva Park, Lake Mirror Park, Hollis Garden, Lake Myrtle Park and Common Ground Park. Our team has a reputation of creating unique, successful, context sensitive designs which add lasting value to communities' parks, trails and open space systems. Our expertise includes trail and park system master planning and design, active and passive recreational facilities, streetscapes, urban design and both greenfield and brownfield development. We are also preliqualified by FDOT in Group 15 Landscape Architecture, to prepare landscape plans for the state highway system.
- <u>Development Application Review</u>: Our planners, landscape architects and engineers (civil and transportation) have been helping various municipalities with development review. We are currently assisting the City of Gulf Breeze with reviews for compliance with architectural standards; the City of Melbourne with the review of Certificates of Appropriateness; the cities of Kissimmee and West Melbourne with reviews of subdivision and commercial site plans for compliance with the city's development regulations; and the City of Daytona Beach with reviews of traffic impact analyses. We have also assisted the City of Oviedo with reviews of subdivision and commercial site plans for compliance with the city's development regulations; the City of Sebastian with six residential and non-residential developments; and the Town of Lady Lake for compliance with architecture and landscaping regulations.











## **PROJECT SUMMARY 1**

#### **CLIENT**

City of Lake Wales, FL Autumn Cochella Development Services Manager 201 West Central Avenue Lake Wales, FL 33853 T: 863.678.4182 Ext. 229 E: acochella@lakewalesfl. gov

LENGTH OF CONTRACT January-December 2020

FEE \$90,194

## PROJECT STAFF

- Patricia Tyjeski, AICP
- Chris Dougherty, AICP
- Nick Hill
- Katie Martin
- Em Schaefer

# Lake Wales Comprehensive Plan Lake Wales, Florida





S&ME was selected by Lake Wales to update their comprehensive plan at the end of 2019. The City's plan had not been substantially updated since 2000, and at the time that S&ME was engaged, the horizon year of the plan had lapsed by five years. Updating the plan was imperative due to the significant growth (both expansion of city boundaries and population) the City had experienced in the early to late 2000s. Incorporated in 1917, the City of Lake Wales has a long history, over 100 years, of planning by some of the most renowned landscape architects, planners and urban designers of their time. In the 1920s and 30s, as the Olmsted Brothers (sons of Frederick Law Olmsted) were designing the Bok Tower gardens and Mountain Lake community, the City engaged the brothers and William Lyman Phillips to create a plan for the City which was a reflection of the City Beautiful movement.

Through the evaluation and appraisal review process, S&ME updated the City of Lake Wales's entire Comprehensive Plan. The project first included the preparation of a new data and analysis volume for all eleven elements that make up the City's plan. S&ME facilitated a steering committee made up of local business leaders, social activists, developers and architects.

The public involvement process incorporated Zoom virtual workshops and meetings to engage the community. Following the well-attended virtual workshop and active steering committee, the Goals, Objectives and Policies were updated to address antiquated references and requirements, incorporate previous planning studies, address changes in state statutes and incorporate public input. The plan has been transmitted to state agencies for review and is anticipated to be adopted in January 2021.

LINK:

Password: bYLucV8k

https://smeinc.egnyte.com/fl/BMrJPxzi3r

## **PROJECT SUMMARY 2**

#### **CLIENT**

City of Hawthorne, FL Ms. Ellen Vause City Manager 6700 SE 221st Street Hawthorne, FL 32640 T: 352.481.2432 E: evause@cityofhawthorne.

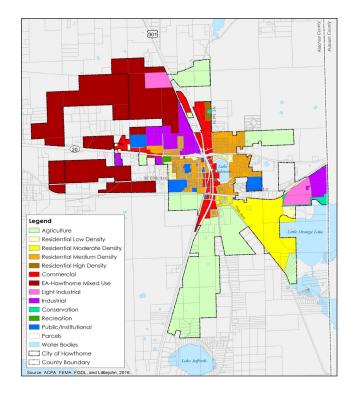
LENGTH OF CONTRACT August 2016-July 2017

FEE \$40.000

#### PROJECT STAFF

- George Kramer, AICP
- Chris Dougherty, AICP
- Patricia Tyjeski, AICP

# Hawthorne Comprehensive Plan Update Hawthorne, Florida



In 2011, Georgia Pacific shutdown their Hawthorne operation (two miles east of the city limits), which left 400 employees, most of whom reside in Hawthorne, without work or future prospects with the company. In 2015, the City annexed approximately 1,200 acres proposed for the development of a community-altering economic development project. With those two major events, the City saw the need to update its Comprehensive Plan. In 2016, S&ME assisted the City, a Rural Economic Development Initiative designated community, in obtaining a Technical Assistance Grant from the Department of Economic Opportunity to update the Plan and prepare the update.

Prior to drafting the plan, a workshop was conducted with the public to identify changes in local conditions. The team updated data and analysis as well as goals, objectives and policies, for all elements, including Future Land Use, Transportation, Housing, Public Facilities, Conservation, Recreation and Open Space, Capital Improvements, Public School Facilities and Intergovernmental Coordination. Population projections were prepared, which provided a projected growth rate based on historic trends with anticipated economic development projects that will drive the City's future growth. GIS mapping and analyses were also conducted.

LINK:

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https://smeinc.egnyte.com/fl/XYBXfqsHLI

## **PROJECT SUMMARY 3**

#### **CLIENT**

City of Fort Pierce, FL Ms. Jennifer Hofmeister Planning Director 100 North U.S. 1 Fort Pierce, FL 34950 T: 772.467.3739 E: jhofmeister@cityoffort pierce.com

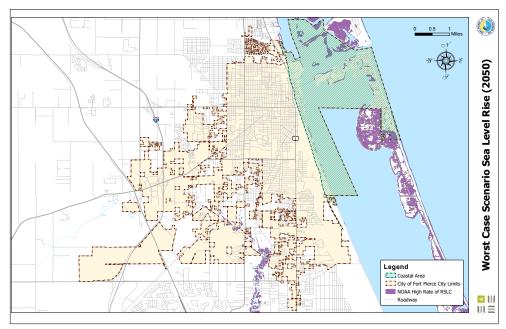
LENGTH OF CONTRACT February 2019-March 2020

FEE \$33.550

#### PROJECT STAFF

- George Kramer, AICP
- Patricia Tyjeski, AICP
- Chris Dougherty, AICP
- Terry McKloski, AICP
- Nick Hill

# Fort Pierce Comprehensive Plan EAR-Based Amendments Fort Pierce, Florida









In 2019, S&ME updated of the City's Comprehensive Plan based on a previously submitted Evaluation and Appraisal Notification Letter. The City's plan had not been substantially updated since their last EAR. The first task included the preparation of a recommendations matrix that listed statute changes since the last EAR update and noted which portions of the City's plan needed to be amended. Upon approval by city staff, the matrix served as a guide for the plan update. S&ME updated the future land use map to be consistent with past amendments and sea level rise. As part of the peril of flood additions to the plan, coastal mapping was incorporated along with other necessary changes. S&ME amended the goals, objectives and policies of the Coastal Management Element to reduce flood risks in coastal areas, and to encourage the use of strategies that will result in the removal of coastal property from FEMA flood zone designations. S&ME guided the project through the approval process, which included coordinating with DEO, presenting the amendments at all required public hearings and drafting the ordinance.

LINK:

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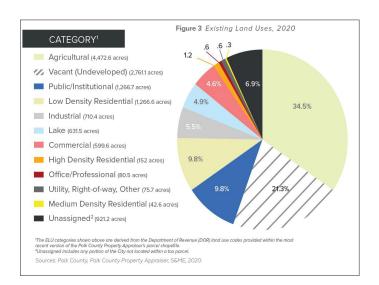
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## LIST OF COMPREHENSIVE PLAN EXPERIENCE

The S&ME team has extensive experience with comprehensive plans from comprehensive plan rewrites, updates, Evaluation and Appraisal Reports (EARs) to EAR-based plan amendments. S&ME has assisted numerous jurisdictions with their comprehensive plans to fit their needs and preferences. The following is a list of the jurisdictions we have completed projects for in the past (\*denotes award-winning projects):

- City of Apopka
- City of Casselberry
- City of Clermont
- City of Cocoa
- City of Daytona Beach
- DeSoto County
- City of Edgewater
- City of Eustis
- City of Fort Pierce
- City of Hawthorne
- City of Hialeah
- City of Howey-in-the-Hills
- Town of Lady Lake
- City of Lake Wales
- City of Leesburg
- City of Maitland
- Manatee County\*
- City of Mascotte

- City of Melbourne
- Miami Gardens\*
- Osceola County
- City of Oviedo
- Polk County
- Putnam County
- City of Quincy
- Robertson County, TN
- City of Sanford
- City of Sebastian
- Seminole County
- St. Johns River Water Management District (SJRWMD)
- Sumter County
- Ciy of St. Cloud
- Volusia Growth Management Commission (VGMC)
- Volusia County
- City of Winter Springs
- City of Wildwood

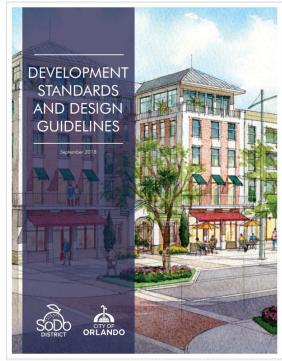


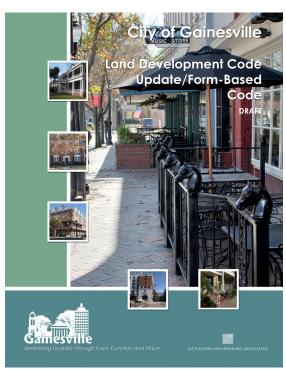


## LIST OF LAND DEVELOPMENT CODE EXPERIENCE

The S&ME team has extensive experience with land development codes. The following is a list of the jurisdictions we have completed projects for in the past:

- City of Apopka, Design Guidelines
- City of Apopka, Lake Apopka Loop Trail Design Guidelines
- City of Apopka, Land Development Code
- City of Apopka, Wekiva Parkway/Kelly Park Interchange Form-Based Code
- Collier County, Bayshore Gateway Triangle CRA Redevelopment Plan
- Collier County, Immokalee CRA Form-Based Code
- City of Gainesville, Land Development Code Update and Form-Based Code
- City of Gulf Breeze, CRA Design Standards
- City of Gulf Breeze, Development Review
- Town of Howey-in-the-Hills, Continuing Services
- City of Kissimmee, Land Development Code Update and Form-Based Code
- Town of Lady Lake Sign Code
- Town of Lady Lake, Commercial Corridor Design Standards
- Town of Lady Lake, Development Review
- City of Lakeland, Dixieland CRA Design Guidelines
- City of Lakeland, Zoning Code Amendments & Parking Study
- City of Maitland, Downtown Maitland Development Standards and Manual
- Manatee County Complete Streets/Public Works Manual
- Manatee County, Land Development Code Reorganization
- Manatee County, Urban Corridors
- Manatee County, Process Improvements
- Manatee County, Sign Code Update
- Manatee County, Uses
- City of Melbourne, Height Regulations
- City of Melbourne, Zoning Code
- City of New Smyrna Beach, Form-Based Code
- City of Orlando, Downtown South Development Standards
- City of Orlando, Land Development Code
- City of Ormond Beach, Land Development Code
- City of Oviedo, Development Review
- City of Oviedo, SWOT Workshop
- City of Palm Coast, Land Development Code
- City of Palm Coast, Technical Manual
- City of Port St. Joe, Design Guidelines
- City of Sebastian, Development Review
- City of St. Augustine, Entry Corridor Design Standards
- Volusia County, Non-Residential Development Design Standards
- Volusia County, Zoning Code
- City of West Melbourne, CRA Land Development Regulations
- City of West Melbourne, Land Development Regulations (peer review)
- City of Winter Springs, Land Development Code





## LIST OF CRA AND ECONOMIC DEVELOPMENT EXPERIENCE

The S&ME team has extensive experience with Community Redevelopment Agencies, the processes associated with their establishment, operations, extensions and the creation and update of implementable Community Redevelopment Plans. Our experience includes preparing Finding of Necessity Studies, CRA establishment in Charter and Non-Charter Counties, detailed Tax Increment Fund projections, CRA operational term extensions, Community Redevelopment Plans/Updates and administration of the day-to-day operations of CRA's and project specific Implementation of CRA special projects and programs.



S&ME's diverse team of professionals exhibit an unwavering commitment to an interdisciplinary approach and have earned the reputation as one of Florida's preeminent Community Redevelopment consulting firms. S&ME's staff has worked for *fifty-three (53) CRAs, in twenty-four (24) counties across Florida*; our firm understands the wants and needs of Community Redevelopment Agencies. We understand the purpose of CRA's, how to establish them, the value of sound community redevelopment planning and place-based redevelopment strategies within CRA Plans, the administration of CRA's and the implementation of community-driven CRA Plans.

- Apopka CRA
- Babcock Street CRA (Melbourne)
- Bartow CRA
- Boca Raton CRA
- Bunnell CRA
- Collier County CRA
- Dade City CRA
- Daytona Beach CRA
- DeLand Downtown CRA
- Delray Beach CRA
- Downtown Clermont CRA
- Downtown & East Town CRA (Lake County)
- Downtown North CRA (Panama City)
- Eloise CRA (Polk County)
- Fort Lauderdale CRA
- Fort Pierce CRA
- Gainesville CRA
- Groveland CRA
- Gulf Breeze CRA
- Gulfport Waterfront CRA
- Haines City CRA
- Hawthorne CRA
- Jacksonville Beach CRA
- Joint West Melbourne Brevard Co. CRA
- Lake Wales CRA
- Lakeland CRA
- Maitland Downtown CRA

- Mascotte CRA
- Melbourne CRA
- Millville CRA (Panama City)
- Mount Dora CRA
- New Smyrna Beach CRA
- North Miami Beach CRA
- North Ridge CRA (Polk County)
- Ocoee CRA
- Orlando CRA
- Oviedo CRA
- Panama City CRA
- Palatka CRA
- Pinellas Park CRA
- Pompano Beach CRA
- Port St. Joe CRA
- Quincy CRA
- Sanford CRA
- Spring Hill CRA (Volusia County)
- St. Andrews CRA (Panama City)
- St. Cloud CRA
- U.S. Highway 17-92 CRA (Seminole County)
- Wauchula CRA
- West 192 Development Authority (Osceola County)
- West Palm Beach CRA
- Winter Garden CRA
- Winter Haven CRA

# COMPLETE STREETS/CONTEXT SENSITIVE DESIGN





# ST. AUGUSTINE CITYWIDE MOBILITY PLANNING

COMPLETE KING STREET MASTER PLAN



MANATEE COUNTY URBAN CORRIDORS



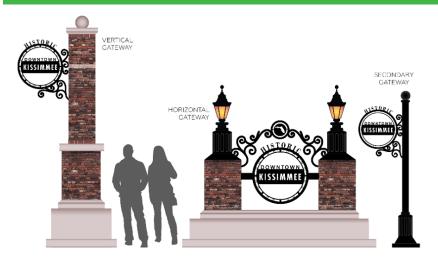
FDOT D1
DISTRICTWIDE COMPLETE
STREETS PLANNING



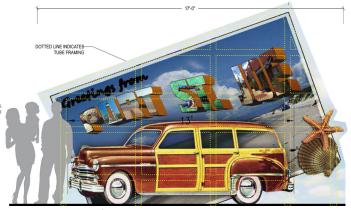
LAKE WALES STREETSCAPES, 1<sup>ST</sup> STREET & PARK AVENUE

# GATEWAY SIGNAGE/WAYFINDING





DOWNTOWN KISSIMMEE CRA



PORT ST. JOE CRA



OSCEOLA COUNTY GATEWAY SIGNAGE





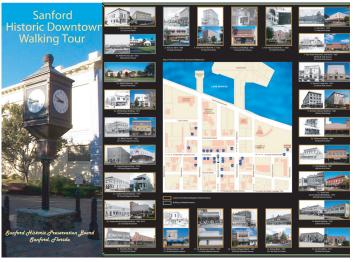
PORT CANAVERAL WAYFINDING

# HISTORIC PRESERVATION





# TITUSVILLE HISTORIC PRESERVATION SERVICES



SANFORD WALKING TOUR



MELBOURNE HISTORIC PRESERVATION SERVICES

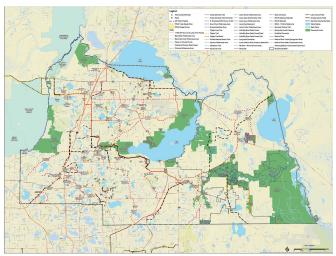




LAKELAND HISTORIC DISTRICT DESIGN GUIDELINES

# BIKE/TRAIL





# SEMINOLE COUNTY TRAILS MASTER PLAN



LAKE WALES- CRYSTAL LAKE CONNECTOR TRAIL



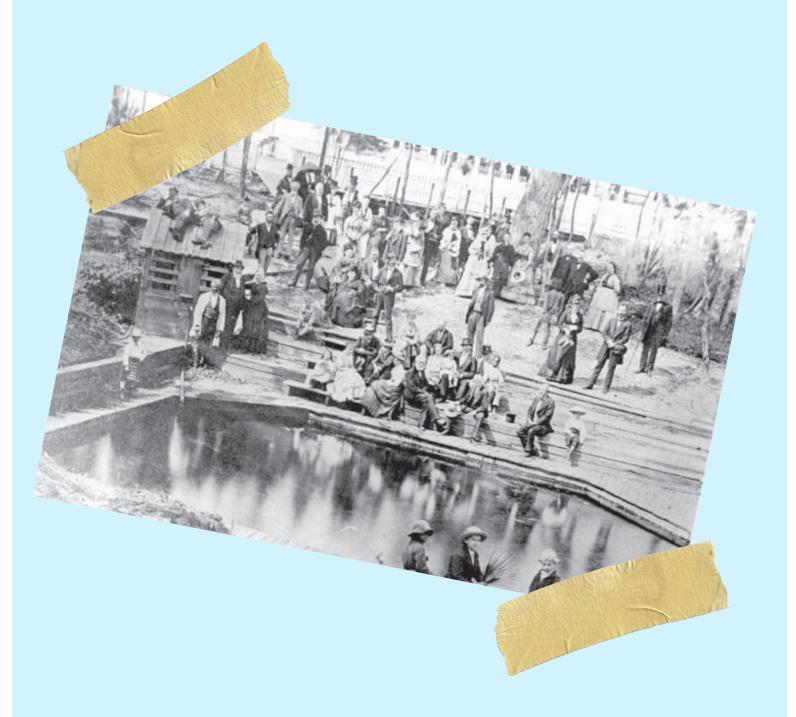
LAKELAND- TENOROC TRAIL MASTER PLAN



WINTER HAVEN-MAGNOLIA TRAIL







## APPROACH & METHODOLOGY

We understand that the City completed the Evaluation and Appraisal process in 2018 and in their notification letter, dated September 26, 2018, the City identified that no amendments were necessary based on statute changes. Having completed this step, the City is now able to take a more concerted and proactive approach to amending its plan without the pressure of statutory timeframes.

The City of Green Cove Springs is unique, which is why we have tailored our approach to accommodate the City's budgets, deadlines and desired outcomes. We understand that the City wishes to develop portions of the Comprehensive Plan at the same time S&ME will be developing the Future Land Use and Transportation Elements. Having previously collaborated with other municipalities in a similar fashion on similar comprehensive planning projects, we are confident in our ability to facilitate an efficient process that yields internal consistency and an impactful plan.

Specific tasks for this effort will include the following:

(In light of COVID-19, and at the discretion of City staff, any or all of the public meetings detailed below may be conducted virtually through a variety of online platforms.)

## Task 1.1. Kick-off Meeting and Initial Data Collection

The S&ME team will meet with City staff to:

- Introduce team members of both the consultant and City and identify the roles that they will play in the process.
- Discuss the City's specific desired objectives and outcome.
- Establish the project schedule and milestones.
- Develop a list of key stakeholders' names and obtain contact information.
- Discuss options for a Advisory Group or other means of public participation methods.
- Discuss workshop details, scheduling and format.

At the kick-off meeting, S&ME will begin the process of critical mapping and data collection in coordination with City staff. Prior to the kick-off meeting, S&ME will submit a Data Collection Memorandum to City Staff to identify necessary data and information and possible sources of that information. S&ME will coordinate with City staff and local and regional agencies to obtain the most current and accurate data available. We understand that the City may not have all the data readily available and the S&ME team may need to contact other agencies to obtain such data.

## Task 1.2. Review of Data

The S&ME team will review collected data and documents, including, but not limited to:

- **1.2.1. Planning Documents:** S&ME will review the City's 2025 Comprehensive Plan, Land Development Codes, 2018 Community Vision Report and other current plans as listed in the RFP to understand what has changed over the years and determine the effectiveness of the current documents. S&ME will work closely with staff to determine the most relevant sources of City related planning documents.
- **1.2.2. Public Facilities:** S&ME will also review public facilities and community assets (transportation, utilities, public parks and open space) to understand their current state and any potential deficiencies. This analysis will also determine who the providers are and their future plans for improvements. This analysis will lead to an understanding of the design and function of the City's transportation network, the effects of population fluctuation throughout the year on traffic patterns, the adequacy of various transportation modes (complete streets, pedestrian, bicycle, and public transportation), and the effect of traffic on neighborhoods and points of interest.
- **1.2.3. Regional Documents:** S&ME will conduct a review of documents prepared by regional agencies that may impact the City (e.g. North Florida TPO Transportation Improvement Plan 2020-21 to 2024-25 and Northeast Florida Economic Resilience Taskforce efforts).

## APPROACH & METHODOLOGY

- **1.2.4. Economics and Demographics:** S&ME will review economic and population statistics and identify the drivers that will likely affect future growth in the City. Typical sources used include the Census Bureau, ESRI Business Analyst Online, American Community Survey, and the Bureau of Economics and Business Research.
- 1.2.5. GIS Mapping and Data: S&ME utilizes a robust suite of ArcGIS, mapping and spatial analytical tools to support our comprehensive planning activities and our research and deep-dive analysis activities. S&ME team members utilize GIS tools and extensions in their daily work products, which has equipped our professionals with a strong GIS knowledge base. S&ME's GIS desktop suites integrate web-based solutions and web services to enhance capabilities of our GIS users. S&ME also maintains a significant repository of GIS datasets collected from reputable local, regional, state and national sources. S&ME will coordinate with City staff to identify the necessary GIS data needed for the plan update.
- **1.2.6.** Other Topics: Other topics to be reviewed include land use, current development characteristics and trends; housing supply, ownership and affordability; employment statistics and characteristics; transportation; utilities; community facilities and services (schools, parks, emergency services); environmental resources; and cultural resources.

## Task 1.3. Project Website

S&ME will utilize Social Pinpoint®, an on-line community engagement platform to provide a project website that will engage the community and stakeholders during the development of the Comprehensive Plan. This website will provide two-way communication; with the ability to download information and documents as well as solicit and retain public input virtually through state-of-the art interactive maps and exhibits. This website will be critical in the public engagement process. With the group activities being limited due to the COVID-19 pandemic, we strongly encourage our clients to utilize Social Pinpoint® to be the primary public input gathering mechanism. The site is completely customizable to the City's needs and will be updated throughout the process to ensure the public is informed and has the opportunity to review and comment on concepts being discussed during the update process. Please find below two links to active projects.

## **Seminole County Trails Master Plan Update:**

https://smeinc.mysocialpinpoint.com/seminole-county-trails

**Sumter County Comprehensive Plan Update:** 

https://smeinc.mysocialpinpoint.com/sumter-county-comprehensive-plan

## Task 1.4. Advisory Group Workshop 1

S&ME will facilitate a workshop with the Advisory Group, intended to establish the goals and objectives for the process of updating the comprehensive plan and to obtain early input on issues facing the community. The Advisory Group should comprise stakeholders that understand the needs of the community and the impacts of growth and development on the community.

## Task 1.5. Public Workshop

S&ME will hold a public visioning workshop. At this workshop, S&ME will present an overview of the project scope and an overview of the data collected, followed by a forum that allows for input from attendees. At the workshop, S&ME will address issues such as the purpose and intent of the Comprehensive Plan, areas within the document that have worked and those that are not working anymore (outdated), the issues the community is now facing (redevelopment, connectivity, housing affordability, industrial development, development pressures and other issues that will be uncovered during the data collection phase) and potential solutions. The meeting will include a primer on the Social Pinpoint®, which will be conducted in lieu of any hands-on activities. The information and knowledge collected at this meeting will inform preparation of the comprehensive plan and provide the S&ME Team with knowledge of community priorities and issues.

## Task 1.6. Existing Conditions - Update Data and Analysis

Starting with the community profile and character, which will provide a brief historic overview of the City, the data and analysis document will be updated with the latest data and technical analysis pertinent to each element. Demographic and socioeconomic data including population projections will be revisited to determine the appropriate growth scenario (likely based on Bureau

## APPROACH & METHODOLOGY

of Economic and Business Research (BEBR) medium projections) for the City based on recent trends. This information will become the basis of the revisions in the goals, objectives and policies document. Future and existing deficits will be identified in the transportation, utilities and infrastructure systems. The Green Cove Springs housing market will be analyzed to understand the current conditions and will be incorporated into the Future Land Use Element. The planning horizon will be extended to 2045. The Future Land Use Map series will be updated to reflect the current City boundary and any other changes since the last comprehensive plan update. Additionally, S&ME will analyze the joint planning area for its potential impact on growth in the City and the 1998 Clay County Utility Authority and the City of Green Cove Springs Interlocal Water and Wastewater Territorial Agreement will be evaluated and incorporated as applicable.

## Task 2.1. Update Goals, Objectives and Policies (GOPs)

Following the completion of the data and analysis, the goals, objectives and policies of the following elements will be amended to incorporate the City's vision, address deficiencies, and establish a framework for the future of Green Cove Springs in 2045. Per the direction included in the RFP, S&ME will draft the updates for the Future Land Use and Transportation Elements. City staff will take the lead in drafting the remaining Elements and S&ME will work to ensure that these efforts are conducted in concert and yield the requisite quality and internal consistency.

- Future Land Use
- Transportation\*

\*The S&ME Team has prepared numerous transportation plans and plan updates to address growth management needs in communities across the country. S&ME has also prepared mobility plans, traffic impact and concurrency analyses, congestion management, roadway design and access management plans that focus on improving capacity provisions and increasing multimodal options.

We take great pride in designing "livable" transportation solutions that truly consider all modes of travel and applying complete street methods to tackle transportation problems affecting a community. Our firm is prequalified by the Florida Department of Transportation in Work Groups 2, 9, 10, 13 and 15. S&ME has experienced many years of success in integrating our planning, engineering and landscape architecture services to produce inviting roadways for pedestrians, cyclists, businesses and automobiles alike.

The plan update will maintain the original text and numbering format with strikethrough and underlining of the revised language. As it is completed, S&ME will submit a draft of the Goals, Objectives and Policies to City staff for review and written comments. The draft plan will address state requirements in accordance with Section 163.3177, Florida Statutes

## Task 3.1. Draft Presentation/Review

Following the complete of the draft of the 2045 Comprehensive Plan, the plan will be made available online for public review and provide input. Additionally, S&ME will attend and present the draft Plan at the following meetings:

- 3.1.1. Steering Committee: S&ME will present the draft comprehensive plan to the Advisory Group for comment.
- **3.1.2.** *Public Workshop/Open House:* S&ME will present the draft comprehensive plan to the public at a workshop for community input.
- **3.1.3. Planning & Zoning Board (PZB):** S&ME will present the draft comprehensive plan to the PZB for comment and feedback.
- 3.1.4. City Council: S&ME will present the draft comprehensive plan to the City Council for comment and feedback.

#### Task 4.1. Revision to Draft Plan

Based on the input received during the four (4) meetings outlined above, the draft plan will be revised and updated.

Item #18.

## APPROACH & METHODOLOGY

#### Task 5.1. Final Plan

After the plan has been reviewed by City staff and is acceptable to advance to the adoption phase, S&ME will attend and present the new 2045 Comprehensive Plan at the following meetings:

- **5.1.1. Planning & Zoning Board:** S&ME will present the draft Comprehensive Plan to the PZB at an advertised public hearing. Any input received will be added to the memorandum, to be presented to the City Council.
- **5.1.2.** *City Council Transmittal:* S&ME will present the draft Comprehensive Plan to the City Council at the transmittal hearing.

Due to the plan being amended outside the evaluation and appraisal process, the plan will be reviewed by state agencies through the expedited review process, which provides for a 30-day review period. Following the review period, agencies will provide comments to the City directly.

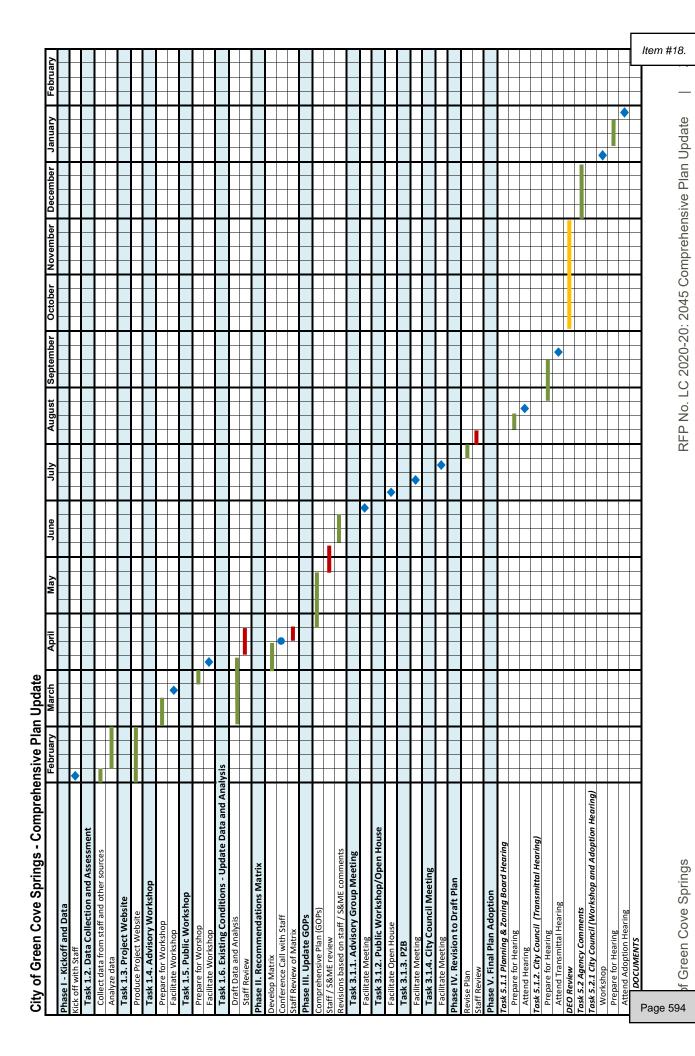
## Task 5.2. Agency Comments

S&ME will update the draft to incorporate comments received from state agencies at the City's discretion.

**5.2.1. City Council Adoption:** S&ME will first present the Comprehensive Plan amendments to the City Council at a Workshop and then a second time at the formal adoption hearing.

#### Task 5.3 Final Deliverable

S&ME will provide City staff one (1) printed color copy and one (1) digital copy with print-ready graphics in pdf format. The digital copy shall not be protected or prevent future editing. All GIS maps and data (shapefiles) will be provided to the City.



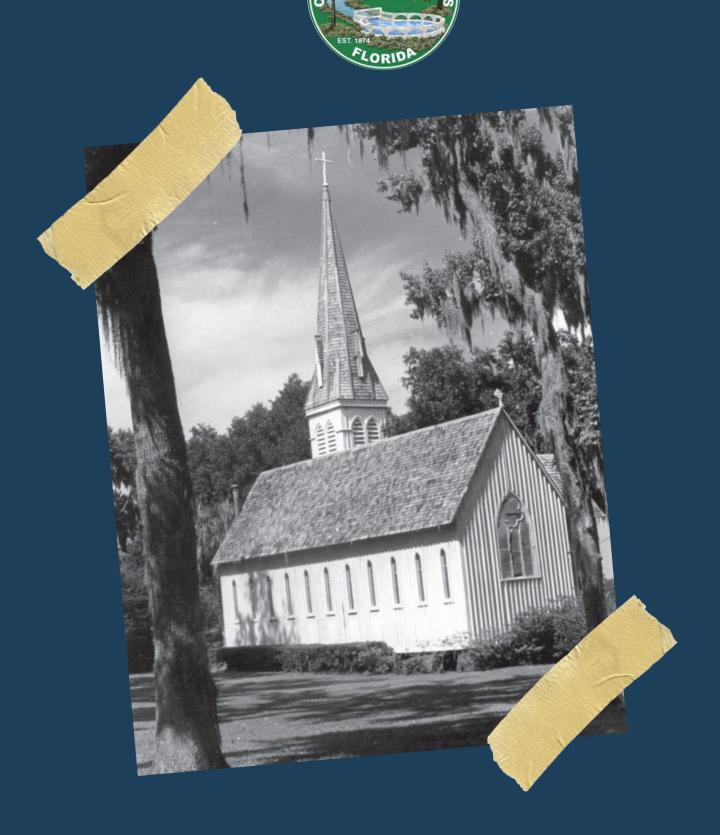
# **COST ESTIMATE & HOURLY RATES**

Total Fee Estimate: \$75,000

Hourly Rates for our key personnel identified in this RFP.

S&ME Staff	Role/Title	Rate
George Kramer, AICP, LEED AP	Resource Allocation/Strategic Advisor	\$225
Patricia Tyjeski, AICP	Project Manager	\$200
Chris Dougherty, AICP	Senior Planner/GIS Specialist	\$155
John Jones, AICP, FRA-RP	Senior Redevelopment Planner	\$155
Terry McKloski, AICP	Senior Transportation Planner	\$180
Nick Hill	Planner	\$105
Katie Martin	Planner	\$105
Jalisa Harris	Planner	\$105
Jay Hood, PLA, ASLA	Design Principal	\$225
Bruce Hall, PLA, ASLA	Principal Landscape Architect	\$190
Edward Browder, PLA, ASLA	Senior Landscape Architect	\$160
Boris Wong, PLA, SITES AP	Landscape Architect	\$125
Wenjun "Lulu" Lu	Landscape Designer	\$95
Em Schaefer	Senior Graphic Designer	\$115





## ABILITY TO MEET SCHEDULE & BUDGET REQUIREMENTS

S&ME's internalized scheduling and planning mechanisms, weekly project team meetings and rigorous quality control and review processes will ensure that the City's 2045 Comprehensive Plan Update will be completed on time and within budget.

Great customer service is the lifeblood of our organization. Patricia Tyjeski, Project Manager, will serve as our primary point of contact for the project. Pat has over 30 years of experience managing long range comprehensive planning, land development regulations, zoning and site plan review projects. She is an accomplished planner and project manager who has a proven track record of quality service to his municipal clients, consistently providing projects' deliverables on time and within budget.

Our Project Managers are available by phone 24/7. We answer all client calls (and emails) the same day they are received. Requests for in-person meetings can typically be fulfilled within a few hours.

S&ME believes that for every project to be successful, it must start with a very detailed scope of work and schedule. These two items, coupled with ongoing communication between S&ME and the City project manager, are key to ensuring we will meet the needs of our clients.

A thorough scope of work is a critical factor in the ability to meet a schedule and ensure cost control. Project teams, schedules and budgets will be established and managed by Ms. Tyjeski who will be responsible for ensuring that all team members are performing their tasks on time and within budget. S&ME places a high priority on incorporating realistic timeframes into the schedule, especially when working with regional and state agencies on whose timely responses the project may depend or when soliciting stakeholder or community feedback.

The project schedule will determine the time it will take S&ME to prepare and deliver products, the time that staff will require to review work products, meeting dates, and deadlines for deliverables. S&ME places a high priority on incorporating realistic timeframes into the schedule, especially when working with regional and state agencies on whose timely responses the project may depend or when soliciting stakeholder or community feedback. We like to discuss upfront any potential delays or roadblocks that may be encountered during the completion of the project so we can have a plan for those situations.

We hold internal team meetings on a weekly basis to ensure the project is running smoothly, S&ME staff resources are adequate, upcoming meetings are identified, and project charges are within the approved budget for each task. We will also hold recurring meetings with the City's project manager to address any questions or concerns the City or S&ME staff may have.

The best example of client satisfaction is having repeat clients. We are very proud of our long-term relationships with our clients. The S&ME Team has been providing continuing services to the City of Oviedo since 2001 (redevelopment and economic development services, development reviews, and serving as adjunct staff) and Melbourne since 2004 (comp plan updates, zoning code updates, mobility plan, redevelopment plans, and have served as the City's Historic Preservation Officer (HPO) since 2008). Other long-term continuous relationships include: Manatee County since 2011, Titusville since 2012, Sanford since 2012, Volusia County Growth Management Commission since 2013, Groveland since 2013. These clients keep coming back to us because the quality work and client service they receive from our firm.

# What our clients say about us:

accommodating and flexible with regard to the City's budgetary constraints, and has always worked with the staff to find a solution that would address the assignment needs and not spend resources unnecessarily."

Doug Dombroski, Economic Development Manager, City of Melbourne

... has exhibited a high degree of competence in performing assigned project related tasks. They have consistently delivered the required services in a timely manner and within budget."

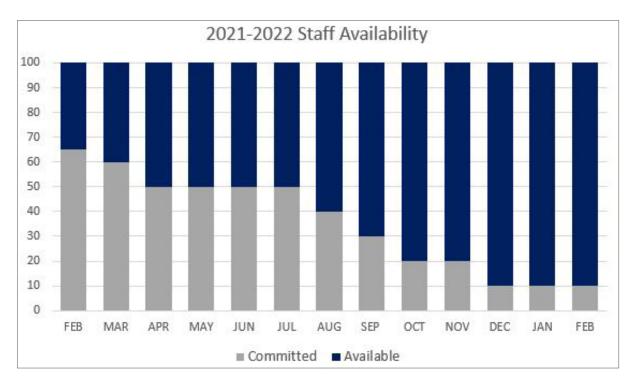
Donald Leland Craig, AICP.
Director of Community
Development Services, City of
Key West

. . . adds value to their services by introducing new ideas, innovative solutions and cost-effective options to the recommendations provided by their studies."

Merle Bishop, FAICP, former Growth Management Director, City of Winter Haven

## **WORKLOAD CHART**

S&ME's proposed team for the City of Green Cove Springs have the available capacity within its current personnel and workload to complete the scope of work as described in the RFP. We do not have any conflicts of interest with other clients or projects currently underway. The following graph represents the percent of our available and committed time at present and our estimate from February 2021-February 2022. We have provided our organizational chart followed by key personnel roles and individual resumes following this page.





## ORGANIZATIONAL CHART

The following organizational chart shows the team we have put together to assist the City of Green Cove Springs with their 2045 Comprehensive Plan Update. The following pages detail the specific applicable expertise and role for each team member and their







## **Planning**



Chris Dougherty, AICP

Sr. Planner/GIS Specialist



Terry Mckloski, AICP

Sr. Planner



Nick Hill

**Planner** 



Katie Martin

**Planner** 



Jalisa Harris

**Planner** 

## **Urban Design**



Jay Hood, PLA, ASLA

**Design Principal** 



Bruce Hall, PLA, ASLA

**Principal Landscape Architect** 



Em Shaefer

Sr. Graphic Designer



Boris Wong, PLA

Landscape Architect



Wenjun "Lulu" Lu

Landscape Designer

# Historic Preservation



Edward Browder, PLA, ASLA

Sr. Landscape Architect

## Redevelopment/ Economic Development



John Jones, AICP, FRA-RP

Sr. Redevelopment Planner

## **KEY PERSONNEL RESUMES**



PROJECT ROLE Project Manager

OFFICE LOCATION Orlando, Florida

## **EDUCATION**

- Master of Regional Planning, Cornell University, Ithaca, New York, 1988
- Bachelor of Architecture, Universidad Javeriana, Bogotá, Colombia, 1985

YEARS OF EXPERIENCE Joined S&ME in 2000 with 11 years of experience

## REGISTRATIONS

■ AICP Certification No. 069120, 1992

# PROFESSIONAL MEMBERSHIPS

- American Planning Association (APA)
- American Institute of Certified Planners (AICP)
- Florida Planning and Zoning Association (FPZA)

# Patricia A. Tyjeski, AICP

## **Planning Group Leader**

Pat has over 30 years of experience with long range comprehensive planning, land development regulations, and site plan review. She possesses training in design and specializes in areas of urban design and historic preservation. Over the course of her career, Pat has worked with over 30 jurisdictions and agencies on numerous comprehensive planning projects. She continues to incorporate new and innovative ideas into her practice and keeps updated with the latest changes to growth management legislation.

## **Key Project Experience**

**Comprehensive Plans** – Managed comprehensive plan rewrites, updates, Evaluation and Appraisal Reports (EARs), and EAR-based plan amendments for the following jurisdictions (\*denotes award-winning projects):

- Apopka
- Casselberry
- Clermont
- Cocoa
- Daytona Beach
- DeSoto County
- Edgewater
- Eustis
- Fort Pierce
- Hawthorne

- Hialeah
- Howey-in-the-Hills
- Lake Wales
- Leesburg
- Manatee County\*
- Mascotte
- Melbourne
- Miami Gardens\*
- Ormond Beach
- Osceola County

- Putnam County
- Quincy
- Sanford
- Sebastian
- Seminole County
- SJRWMD
- St. Cloud
- VGMC
- Volusia County
- Winter Springs

**Land Development Regulations** – Project Manager for the preparation of land development codes, form-based codes or standards for historic districts for the following jurisdictions (\*denotes award-winning projects):

- Apopka citywide design standards\*
- Apopka/Wekiva form-based regulations
- DeSoto County LDC rewrite
- Dixieland form-based regulations\*
- Eau Gallie Historic District Standards
- Gainesville form-based code (FBC)
- Gulf Breeze form-based regulations
- Immokalee form-based regulations
- Kissimmee LDC rewrite and FBC
- Lady Lake form-based regulations
- Lady Lake Signs and landscape codes
- Lakeland historic district regulations
- Maitland form-based regulations
- Manatee County LDC amendments to facilitate infill and redevelopment\*
- Manatee County LDC reorganization

- Melbourne Zoning Code rewrite
- Orlando SODO form-based regulations
- Ormond Beach LDC rewrite
- Palm Coast's 1st LDC code
- Port St. Joe form-based regulations
- Punta Gorda historic district regulations
- Sanford historic district regulations
- Sumter County LDC Update
- Volusia County historic district regulations
- Volusia County misc. amendments
- West Melbourne form-based regulations
- Winter Springs LDC amendments

## **KEY PERSONNEL RESUMES**

## Patricia A. Tyjeski Page 2

#### **AWARDS**

- FPZA Award for Outstanding Long-Range Plan for the Manatee County Urban Corridors, 2017
- FPZA and FAPA Awards for the City of Miami Gardens Future Land Use Plan, 2007
- FAPA Heart of Florida Section Award for the City of Lakeland's Dixieland CRA Design Guidelines, 2004
- FPZA State Award,
  Outstanding Public Report
  Category for the City of
  Apopka's Development
  Design Guidelines Report,
  2002
- FPZA "Outstanding Private Report Award" and the Healthy Community Initiative of Orlando and MSCW "Champions of Sustainability Award" for the Lake Apopka Master Plan, 2002
- FPZA "Outstanding Innovation Award" for the City of Ormond Beach's Comprehensive Impact Fee Report, 1991

## **Comprehensive Plan Rewrite**

Mascotte, Florida

Project Manager for the rewrite of the City's Comprehensive Plan to reflect current development trends and desires, and to position Mascotte for more predictable development within the City core. Also responsible for updating the goals, objectives and policies for all elements. Managed the preparation of maps, facilitated a public workshop; presented the proposed plan at the required public hearings; and assisted with transmittal to the State.

## Land Development Code Update/Urban Corridors

Manatee County, Florida

Project Manager for the update of the County's Land Development Code (LDC). The first phase consisted of reorganizing the code to ensure ease of use, eliminating repetitive language, eliminating internal inconsistencies and incorporating regulations related to practices that have been in place but never codified. The exercise uncovered numerous issues with the LDC that will require future amendments to both the comprehensive plan and the LDC. Subsequently hired to identify policy and regulation changes necessary to facilitate infill and redevelopment along the major transportation corridors in the urban area.

## **Entry Corridor Design Standards**

St. Augustine, Florida

Teamed up with a local landscape architecture firm to prepare development standards for the main entry corridors to the City: Anastasia Boulevard, San Marco Avenue and King Street. Responsible for developing standards and graphics for site design, building form, architecture, landscaping, signs and development review.

# Land Development Code Update and Form-Based Code

Gainesville, Florida

Project Manager for the update of the City's Land Development Code (LDC). This update incorporated form-based code regulations for the downtown and surrounding areas. The creation of the form-based code was completed with strict adherence to the community vision centered on the Comprehensive Plan update, community-driven priorities and existing neighborhood characteristics. The form-based code and other LDC revisions established a framework for the City to enable better development patterns; improve the quality of the built environment; foster pedestrian-friendly development and redevelopment; and give citizens, developers, builders and property owners predictable standards by which to design and build.

## **Zoning Code**

Melbourne, Florida

Project Planner for the rewrite of the City's Zoning Code. The work involved "un-pyramiding" the disparate zoning districts; moving some of the existing conditional uses into a category of "uses with conditions;" taking regulations out of the definitions section; and creating matrices for uses and dimensional standards. Rewrote the Planned Unit Development (PUD) section of the Code and organized the Boards and zoning application procedures to make these sections easier to understand and enforce. Presented the revisions to the public at a public workshop and to the Planning and Zoning Board and City Council at public hearings.

## **KEY PERSONNEL RESUMES**



PROJECT ROLE
Principal-in-Charge

OFFICE LOCATION Orlando, Florida

#### **EDUCATION**

- Master of Arts in Urban and Regional Planning, University of Florida, 2007
- Bachelor of Arts in Political Science, University of Florida, 1999

YEARS OF EXPERIENCE Joined S&ME in 2014 with 14 years of experience

## REGISTRATIONS

AICP Certification No. 020533, 2006

#### **CERTIFICATIONS**

■ LEED Accredited Professional

# PROFESSIONAL MEMBERSHIPS

- National Complete Streets Coalition (NCSC), Steering Committee, 2019
- American Planning Association (APA)
- Urban Land Institute (ULI)

# George M. Kramer, AICP, LEED AP

## Area Manager - Planning & Design

George has over 19 years of experience specializing in strategic planning and entitlement efforts for private and public sector clients. He provides a keen understanding of the full range of issues: technical, administrative and political inherent in all complex projects. His experience includes Strategic Master Planning, Comprehensive Planning, Public Involvement and Facilitation, Land Use Entitlements, Redevelopment Planning and Complete Streets/Multimodal Transportation. Implementation is at the forefront of George's approach to planning. He has helped affect positive change by leading successful entitlement efforts for large-scale master planned communities as well as representing local governments through the negotiation of urban-infill development agreements.

## **Key Projects and Assignments**

## St. Augustine Citywide Mobility Plan

St. Augustine, Florida

Principal Project Lead for a comprehensive city-wide mobility planning effort for the oldest City in the United States, a destination for more than five million visitors annually.

**Phase I Framework Plan:** Established the qualitative framework for the effort and the need for a coordinated system of transportation options. Included extensive community engagement and facilitation of a fifteen-member Mobility Advisory Task Force. The final framework plan included five sections addressing Street Network, Land Use/Urban Design, Parking, Transportation Demand Management and a Capital Improvements Program and was unanimously supported by the City Commission.

**Phase II Quantitative Analyses:** Included a Parking Study, Citywide Safety Review (Bicycle and Pedestrian) and a Transportation Network Analysis, which utilized Bluetooth data as part of an Origin-Destination Study.

**Phase III Complete King Street Master Plan:** Managing an integrated transportation and land use planning effort for the King Street Corridor. Much of the street is owned by FDOT (Business US-1) and efforts have included extensive coordination with District 2. An integrated in-person and online public engagement program was created through collaboration with CoUrbanize; it includes five public workshops complemented by a stand-alone interactive website that allows for both web and text-based input.

# Lake Wales Community Redevelopment Agency Plan Update Lake Wales, Florida

Principal-in-Charge for the update of the Lake Wales Community Redevelopment Plan. George identified key redevelopment strategies and programming for the Plan update. S&ME assisted the City of Lake Wales to update its Community Redevelopment Plan. S&ME's update of the Lake Wales CRA Plan included business support programming and programs to encourage residential redevelopment. The CRA Plan update also addressed the activation of places and spaces in the downtown through targeted capital investment and the marketing of the redevelopment opportunities within the CRA.

# Pinellas Park Community Redevelopment Plan

Pinellas Park, Florida

Served as Principal-in-Charge for the update to the City of Pinellas Park's Community Redevelopment Plan and effort to extend the CRA's operational timeframe. The foundational elements of the Community Redevelopment Plan include the designation of a new 55-acre city

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## **KEY PERSONNEL RESUMES**

George M. Kramer Page 2

# PUBLICATIONS, TECHNICAL PAPERS & PRESENTATIONS

- White Paper Author, "Planning for Proliferation of Autonomous Vehicles and Its Impact on the Future of Urban Mobility," September 21, 2017
- S&ME Technical Conference Speaker, "Redevelopment 101," January 27, 2017
- American Planning Association – Florida Conference Speaker, "Cold Case: The Florida Planning Files," September 7, 2017
- Florida Redevelopment Association Conference Speaker, "Redevelopment Tales from the Trenches," October 19, 2016

center, renovation of its 29-acre community park and a complete street design for 78th Avenue that connects the two activity nodes. The master planning effort was designed to incentivize private sector investment around the area, consolidate facilities, create a walkable community and enhance the community's amenities to its residents. The Plan includes a detailed implementation strategy that addresses the redevelopment of opportunity sites and installation of capital improvements. The Plan update was adopted by the City in November 2019.

## Sanford Waterfront Redevelopment & Riverfront Master Plan Seminole County, Florida

Principal Planner for the Sanford Waterfront Redevelopment and Riverfront Master Plan. Managed break-out groups at a community design workshop to develop a Conceptual Master Plan for 5+ acres of City-owned property in the heart of the Down town Sanford Riverfront CRA. Initiated discussions with workshop participants to determine preferred development patterns and compatible potential uses within the redevelopment area. Coordinated design-team efforts to produce contextually sensitive preferred development scenarios, including a Conceptual Master Plan and Alternate Conceptual Master Plan development scenario for the City-owned parcels in the Downtown Riverfront redevelopment area. Provided familiarization tours, interviewed and vetted potential development partners and teams to implement the phased development program outlined within the Conceptual Master Plan.

# Dade City Community Redevelopment Agency Plan Update Dade City, Florida

Principal-in-Charge for the update of the Dade City Community Redevelopment Plan. George identified key redevelopment strategies and programming for the Plan update. S&ME worked with Dade City to update its Community Redevelopment Plan to embrace the City's emerging cultural, natural resource and historic tourism development achievements as the City transitions from its agri-business heritage. S&ME's update of Dade City's CRA Plan included place-based economic development strategies to build upon the City's destination themed tourism marketing while encouraging re sidential redevelopment, identification of redevelopment opportunity sites and small business support programs.

## **DSNID Complete Streets Master Plan**

## Orlando, Florida

Principal Planner for the development of a complete streets master plan for the Downtown South Neighborhood Improvement District (DSNID). Worked as part of a diverse consulting team to develop conceptual plans for all of the key streets within the District to govern future street sections, streetscape materials standards, multi-modal mobility needs, technological enhancements and the relative position of buildings adjacent to the street. The work included research of comparable complete street corridors locally and across the nation to bring those lessons to the District.

## Lakeland Downtown CRA Vision Plan

## Lakeland, Florida

The City of Lakeland underwent an update of their Community Redevelopment Agency's (CRA) Downtown Vision Plan in 2009. As Project Planner, conducted community stakeholder interviews and helped facilitate a community workshop. The information gathered during these sessions along with staff coordination and site evaluations provided the basis for the recommendations report he produced for the effort that was used to updated the City's official CRA Downtown Plan.

## **KEY PERSONNEL RESUMES**



PROJECT ROLE
Senior Planner/GIS Specialist

OFFICE LOCATION Orlando, Florida

#### **EDUCATION**

- Master of Arts in Urban and Regional Planning, University of Florida, 2006
- Bachelor of Arts in Criminology, University of Florida, 2001

YEARS OF EXPERIENCE Joined S&ME in 2007 with 2 years of experience

## REGISTRATIONS

AICP Certification No. 026356, 2013

## **CERTIFICATIONS**

- Trimble GPS
- NASSCO's Pipeline Assessment Certification Program (PACP)

# PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Planners (AICP)
- American Institute of Certified Planners (AICP)
- Florida Planning & Zoning Association (FPZA)

# Christopher R. Dougherty, AICP

# Senior Planner/GIS Specialist

Chris has over 14 years of experience providing public and private sector planning services. Areas of expertise include transportation, planning, land development codes, form-based codes, mobility planning, sector planning, community visioning, meeting facilitation, growth management and development review. He manages the GIS operations in the Orlando office.

## **Key Projects and Assignments**

## Lake Wales Comprehensive Plan Update

Lake Wales, Florida

Project Manager for the City's plan update, which had not been substantially updated since 2000. At the time that S&ME was engaged, the horizon year of the plan had lapsed by five years. Updating the plan was imperative due to the significant growth (both expansion of city boundaries and population) the City had experienced in the early to late 2000s. Responsibilities included project management, assisting with GIS mapping and analysis, conducting steering committee meetings to understand the issues facing the community, preparing portions of the recommendations matrix, facilitating a visioning public workshop, updating portions of the data and analysis to relevant and current standards, updating portions of the goals, objectives, and policies of the plan to reflect the community's desires, and presenting the plan to the City's local planning agency and City Commission at the required hearings. Adoption is anticipated in January 2021.

# Fort Pierce Comprehensive Plan EAR-Based Amendments Fort Pierce, Florida

Project Manager for the Comprehensive Plan amendments based on the Comprehensive Plan Evaluation and Appraisal Letter and as outlined in Section 163.3191, F.S. The scope included the preparation of a matrix listing State Statute changes since the last EAR update and noting which portions of the City's plan needed to be amended. The matrix then served as a guide for plan changes. Mapped the potential flood areas and incorporated development and redevelopment strategies into the Coastal Management Element to reduce flood risks in coastal areas, and to encourage the use of strategies that will result in the removal of coastal property from FEMA flood zone designations. Presented the amendments at required public hearings.

## **Comprehensive Plan Update**

Hawthorne, Florida

Project Manager for the update of the Hawthorne Comprehensive Plan. Georgia Pacific shutdown their Hawthorne operation (two miles east of the city limits), which left 400 employees, most of whom reside in Hawthorne, without work and no prospects with the company. In 2015, the need arose to update the City's plan following the annexation of approximately 1,300 acres and the proposal of a community-altering economic development project.

## **Land Development Code Update**

Sumter County, Florida

Project Planner for the update of Sumter County's Land Development Code. After decades of incremental modifications, the Code needed reorganization and updating to current standards and practices. The project included a comprehensive evaluation and assessment of the adopted Code. Following the evaluation, the Code was amended according to a matrix

## **KEY PERSONNEL RESUMES**

Christopher R. Dougherty Page 2

## **AWARDS**

- FPZA Award for Outstanding Long-Range Plan for the Manatee County Urban Corridors, 2017
- Roy F. Kenzie Award, City of Oviedo Redevelopment & Economic Development Brochure, Florida Redevelopment Association, 2010
- Outstanding Master Plan, Palm Coast/Flagler County Airport Area Master Plan & Zoning Overlays, Florida Planning & Zoning Association Surfcoast Chapter, 2009
- Master Plan Award of Excellence, Palm Coast/ Flagler County Airport Area Master Plan & Zoning Overlays, Florida Planning & Zoning Association, 2009
- Outstanding Public Urban Plan, Babcock Street Redevelopment Plan, Florida Planning & Zoning Association, 2008

of findings. Specific responsibilities included evaluating the adopted Code, developing the assessment matrix and drafting the Code amendments according to the matrix.

## **Comprehensive Plan Update**

Mascotte, Florida

Responsible for coordinating the preparation of the updating of all elements of the comprehensive plan to reflect a realistic growth trend. Additional responsibilities included preparing the public facilities, conservation, capital improvements and intergovernmental coordination elements.

# **Evaluation and Appraisal Report (EAR) and EAR-Based Amendments** Cocoa, Florida

Participated in the preparation of the EAR for the City's Comprehensive Plan. Specifically, responsible for coordinating the public workshop and scoping meeting as well as the assessment of the Coastal Management Element and the effectiveness of the Coastal High Hazard Area as it relates to redevelopment and property rights. Subsequently, prepared the 2010 EAR-based amendments. Responsibilities included drafting the Transportation and Coastal Management Elements. Also produced GIS maps for all the elements. Currently preparing another round of EAR-Based Amendments.

## **Comprehensive Plan Update**

Melbourne, Florida

Participated in two rounds of EAR-Based amendments to the City's Comprehensive Plan. The first round (2010) included the update of the population projections and Future Land Use, Housing, Transportation, Coastal Management and Capital Improvements elements. Managed the update of all maps in GIS. Specific responsibilities during the second round of EAR-based amendments (2017) included preparing the necessary maps for the City to address the peril of flood requirements and assessing the mobility districts' effectiveness and need for expansion.

## **Comprehensive Plan Update**

Sebastian, Florida

Project Manager for the update of five Comprehensive Plan elements for the City of Sebastian, including Capital Improvements, Housing, Future Land Use, Public Schools Facilities and Transportation. Also prepared the City's Future Land Use Map, which included a new residential land use category.

# Volusia Growth Management Commission (VGMC) Planner Volusia County, Florida

Project Manager responsible for conducting comprehensive plan amendment reviews on a continuing basis for all jurisdictions within Volusia County to ensure consistency with the Commission's established criteria. The VGMC is a unique intergovernmental coordination clearinghouse for all comprehensive plan amendments within Volusia County. Specific responsibilities include reviewing amendments for consistency with six criteria, coordinating with each jurisdictions' planners, drafting consistency certifications and achieving consensus among adjacent jurisdictions.

# Land Development Code Update and Form-Based Code Gainesville, Florida

Project Planner responsible for the development of the transportation and subdivision sections of the City's Land Development Code (LDC) update. As part of the update, assisted with incorporating form-based code elements into the Code, including appropriate parking standards, transportation facilities dimensions, regulating plan development, preparation of workshop materials and preparation of an existing conditions report.

## **KEY PERSONNEL RESUMES**



PROJECT ROLE
Senior Redevelopment
Planner

OFFICE LOCATION Orlando, Florida

#### **EDUCATION**

- Master of Public Administration, University of Central Florida, 1991
- Bachelor of Science in Economics, University of Central Florida, 1989

YEARS OF EXPERIENCE Joined S&ME in 2004 with 13 years of experience

## REGISTRATIONS

- AICP Certification No. 023074, 2008
- FRA Certified Redevelopment Professional, 2011

# PROFESSIONAL MEMBERSHIPS

- Florida Redevelopment Association (FRA), Board Member, 2018-2023
- American Planning Association (APA)
- Florida Planning & Zoning Association (FPZA)

# John M. Jones, AICP, FRA-RP

# **Senior Redevelopment Planner**

John has over 28 years of experience in economic development, community redevelopment, land planning, impact fees and community visioning. He has authored numerous community redevelopment plans and economic development master plans.

## **Key Projects and Assignments**

## **Pinellas Park Community Redevelopment Plan**

Pinellas Park, Florida

Serves as Project Manager for the update to the City of Pinellas Park's Community Redevelopment Plan and effort to extend the CRA's operational timeframe. The foundational elements of the Community Redevelopment Plan include the designation of a new 55-acre city center, renovation of its 29-acre community park and a complete street design for 78th Avenue that connects the two activity nodes. The master planning effort was designed to incentivize private sector investment around the area, consolidate facilities, create a walkable community and enhance the community's amenities to its residents. The Plan includes a detailed implementation strategy that addresses the redevelopment of opportunity sites and installation of capital improvements. The Plan update was adopted by the City in November 2019.

## Lake Wales Community Redevelopment Plan Update

Lake Wales, Florida

Served as Project Manager for the update of the Lake Wales Community Redevelopment Plan. The CRA Plan update included extensive community input, on-line surveys and one-on-one interviews with business owners, stakeholders and residents. Key redevelopment strategies included re-energizing the historic downtown, developing quality affordable housing and public infrastructure improvements to connect activity, employment and residential areas.

## **Comprehensive Planning**

Sumter County, Florida

Prepared annual large-scale amendment packages, responses to ORC reports, and other reports as required to facilitate annual text and map amendments to the County's Comprehensive Plan.

## **Economic Development Services**

Sumter County, Florida

Prepared and administered State and Federal grants. Prepared departmental budgets. Generated Lake Panasoffkee/Shady Brook Greenway Management Plan. Administered implementation of Sumter County Public Library System. Presented reports and recommendations to County officials and others as required.

## **Dade City CRA Plan Update**

Dade City, Florida

Project Manager for the update of the CRA Plan. Identified key redevelopment strategies and programming to embrace the City's emerging cultural, natural resource and historic tourism achievements.

## Sanford Waterfront CRA-Developer Solicitations

Sanford, Florida

As Project Manager, identified and evaluated potential developer teams for the redevelopment of several City-owned parcels. Developed a conceptual plan that emphasizes the City's

## **KEY PERSONNEL RESUMES**

John M. Jones Page 2

#### **AWARDS**

- Roy F. Kenzie Award, City of Oviedo Redevelopment & Economic Development Brochure, Florida Redevelopment Association, 2010
- Outstanding Master Plan, Palm Coast/Flagler County Airport Area Master Plan & Zoning Overlays, Florida Planning & Zoning Association Surfcoast Chapter, 2009
- Master Plan Award of Excellence, Palm Coast/ Flagler County Airport Area Master Plan & Zoning Overlays, Florida Planning & Zoning Association, 2009
- Outstanding Public Urban Plan, Babcock Street Redevelopment Plan, Florida Planning & Zoning Association, 2008

historic themes and architectural styles. Created development opportunity packages and identified compatible architectural, design and development groups as potential development partners for the City.

## **Economic Development Services**

Oviedo, Florida

Project Manager for the provision of economic development services to the City of Oviedo with a primary focus on improving the City's economy by attracting new businesses to the area. Tasks completed include development of a business recruitment brochure; establishment of a business retention/recruitment program; creation of a development opportunity sites database; design of an economic development website; and development of a primary business recruitment incentive program.

## **Community Visioning**

Groveland, Florida

Project Manager for the preparation of a vision plan, which identified opportunities for the City to leverage the SR 50 realignment. Identified specific opportunity sites and implementation measures in an effort to encourage economic development in the City in the next five to ten years.

## **Business Assistance Plan**

Apopka, Florida

Project Manager for the Business Assistance Plan that identified challenges and opportunities facing the existing downtown businesses, employers and business community; developed programs and mechanisms to enable the City to assist existing businesses and to recruit new targeted businesses to the downtown area. This project entailed an extensive survey, interview and coordination process with local area merchants and the Chamber of Commerce.

## **Concurrency Assessment of SR 524 Corridor**

Cocoa, Florida

Project Manager for this assessment and prepared an analysis of the Transportation Concurrency Impacts from development on SR 524 and surrounding roadways. The analysis included an evaluation of the impact on traffic levels of service from existing development and the anticipated impact from future development. Analysis identified intersections and segments of SR 524 that had significant level of service issues and proposed long-term transportation concurrency management remedies, roadway improvements and strategies to address anticipated and future development impacts as well as Comprehensive Plan amendments.

## Innovation Way Land Use Absorption Projections

Orange County, Florida

This project was completed to further Orange County's initiatives to diversify the economy of the County in the Innovation Way corridor. An evaluation was required of the current entitlements (supply) approved within the study area to the projected demand for growth by the year 2030 to determine if a reallocation of land use resources may be necessary. The current entitlements were also compared to the Compact Village pattern for land use growth that the County desired for the area to determine its appropriateness.

## **KEY PERSONNEL RESUMES**



PROJECT ROLE Senior Planner

OFFICE LOCATION Tampa, Florida

#### **EDUCATION**

- Master of Urban and Regional Planning, Florida State University, 2006
- Bachelor of Urban and Regional Planning, Florida Atlantic University, 2002

YEARS OF EXPERIENCE Joined S&ME in 2019 with 20 years of experience

## REGISTRATIONS

AICP Certification No. 022275

# PROFESSIONAL MEMBERSHIPS

- American Planning Association (APA)
- Florida Planning and Zoning Association (FPZA)
- Urban Land Institute (ULI)

# Terry A. McKloski, AICP

## **Senior Planner**

Terry has over 20 years of professional experience in transportation planning and urban design and extensive knowledge of several travel demand modeling software platforms and traffic simulation packages. His project experience includes complete streets, corridor planning, large scale land use scenario planning, traffic impact analyses, corridor and interchange improvement studies, traffic forecasting, travel demand modeling, freight movement, and roadway network simulation. Terry's unique combination of planning knowledge and technical proficiencies make him an effective advocate for positive change through livable transportation systems.

## **Key Projects and Assignments**

## **Growth Management General Planning Contracts**

Florida Department of Transportation – District 2

Project Manager for growth management contracts from 2006-2013. Tasks under these contracts included representing FDOT in negotiations with Development of Regional Impacts (DRIs) and Sector Plans, working with local governments to evaluate land use proposals, and assisting rural communities with planning expertise. Tasks included analysis and modeling of numerous DRIs, traffic impact assessment, traffic forecasting, and land use utilization analysis. Also including analysis of transportation improvements needed to support future land use proposals and final proportionate share calculations. Under these contracts Mr. McKloski's team also performed other duties and planning studies which included corridor studies, comprehensive plan review, EAR reviews, Capital Improvement Plans assistance and review, FDOT District work program assistance, inter-governmental coordination, and providing District wide education courses in areas like trip generation, HCS, traffic impact analysis assessment, and general growth management.

# **US 41 Traffic Analysis, Florida Department of Transportation – District 1** Naples, Florida

Under the Complete Streets Continuing Services Contract with FDOT D1, the S&ME Team was tasked to identify and analyze potential traffic diversion resulting from roadway modifications to the US-41 / SR 45 corridor in Downtown Naples. Part of the task was to identify and evaluate possible impacts to the surrounding roadway network due to reducing and/or widening lanes in the corridor. Specifically responsible for modeling the regional impacts using travel demand modeling, and analyzing and formulating mitigation plans for impacted links and intersections using traffic operations modeling software Synchro and Vissim.

# **Bicycle and Pedestrian Facilities Gap Study**

Florida Department of Transportation – District 2

Project Manager for study to inventory and locate gaps in the bicycle and pedestrian facilities over an 18-county area in Northeast Florida. Counties are made up of rural areas and urban areas including Jacksonville, Gainesville, Lake City, and St. Augustine. Graphical Information Systems (GIS) and accompanying databases were used to evaluate the gaps in the bicycle and pedestrian networks. The study utilized Bicycle and Pedestrian Quality Level of Service (LOS) standards to develop algorithms to determine the LOS. The study also evaluated several types of bicycle and pedestrian facilities and several design solutions were considered for facilities lacking facilities.

## **KEY PERSONNEL RESUMES**

Terry A. McKloski Page 2

## 6th Avenue Pedestrian Enhancements

Capital Regional Transportation Planning Area, Tallahassee, Florida

Based on implementing the Complete Streets philosophies, this project proposed reconstruction scenarios for making the 6th Avenue corridor more pedestrian friendly; with enhancements such as wider sidewalks, lane reduction, turning radius reduction, raised intersections, and branding for the Midtown area. The 6th Avenue corridor runs through a commercial area with several restaurants and bars, retail and large residential components. The study involved right-of-way survey and investigation, data collection, public involvement and concept design plans. The project was designed to increase non-motorized transportation in the corridor and a sense of place that attracts people to enjoy the corridor via walking.

## **Large Scale Development Impact Modeling**

Florida Department of Transportation – District 2

Project Manager for growth management contract involving modeling of numerous DRIs (Developments of Regional Impacts) and impact assessment by forecasting land use utilization, traffic, and state- or developer-planned improvements. Assessments determined improvements needed to support future land uses proposed and final proportionate share calculations.

## **Curry Ford Neighborhood Vision Plan**

Orlando, Florida

Lead for transportation planning of a vision plan for the Curry Ford Road corridor and surrounding neighborhoods. The Curry Ford Road area has become a popular destination for new small businesses, who have collectively worked together to become a designated Market Street. In addition to this commercial growth and redevelopment, the area is attracting more residential development as more people want to live in this neighborhood with its proximity to unique retail options and downtown Orlando. The Vision Plan will ensure the foundation of this healthy, vibrant area remains a strong neighborhood and great place to live, and provides for long-term stability for residents, visitors, and businesses. The S&ME Team evaluated the growth potential and probability by land use type expected to strongly impact the Curry Ford existing transportation facilities. The resulting plan will include recommended changes to the transportation network; cross section design for all the major roads in the study area; and recommendations for policy and code changes to direct future redevelopment in the area.

# 2014 Update to Capital Regional Transportation Planning Area Congestion Management Plan (CMP) and Policy

Capital Regional Transportation Planning Area, Tallahassee, Florida

The CMP, as defined in federal regulation, serves as a systematic process that provides for safe and effective integrated management and operation of the multimodal transportation system. The plan identified congested roadway segments, detailed performance measurements, provided implementation strategies to manage congestion, and supplied measures for determining the effectiveness of the strategies.

## Roundabouts Evaluation, Roosevelt Boulevard and McDuff

Florida Department of Transportation – District 2

Project Manager for study to evaluate several roundabout alternatives. Confluence of three streets and a railroad crossing required some unusual configurations to be tested: two roundabouts, one oblong roundabout, a dog-bone type dual roundabout and a large multileg roundabout. Project required data collection, traffic forecasting, traffic simulation and stakeholder involvement. Roundabout alternatives were simulated in VISSIM, and 3D output was used for visualization.

## **KEY PERSONNEL RESUMES**



PROJECT ROLE
Planner
OFFICE LOCATION

Orlando, Florida

## **EDUCATION**

- Master's in Urban Regional Planning, University of Florida, 2019
- Bachelor's in Public Administration and Minors in Urban and Regional Planning and Nonprofit Management, University of Central Florida, 2015

YEARS OF EXPERIENCE Joined S&ME in 2019 with 2 years of experience

#### **PUBLICATIONS**

 "Comprehensive Planning for Autonomous Vehicles in the American South," 2019

# Nickolas Hill

## **Planner**

Nick has over two years of professional experience, He is well-versed in the field of contemporary urban and regional planning. His professional experience has included conducting entitlement research, land use and rezoning amendments, special use permits and variance requests, community workshops, plan reviews, and conceptual planning tasks. Nickolas is also a skilled Geographic Information System (GIS) technician—completing a multitude of GIS-related projects including creating, interpreting, and projecting shapefiles, authoring metadata, producing hundreds of planning, environmental, and stormwater-related maps, georeferencing historical aerials, conducting area calculations, and acting as a liaison between GIS and AutoCAD specialists.

## **Key Projects and Assignments**

## City of Green Cove Springs Stormwater Mitigation Program

Green Cove Springs, Florida

Aided the local government in creating a citywide stormwater mitigation program by efficiently and accurately hand-measuring impervious surface areas throughout the City using a combination of GIS programs, georeferenced historical aerials, technical drawings, various software packages, and available county data sets.

## Lake Wales Comprehensive Plan Update

Lake Wales, Florida

Project Planner for the City's Comprehensive Plan update to reflect the significant growth the City experienced in the early to late 2000s. Responsibilities included the development of various elements, assisting with GIS mapping and analysis, assisting with steering committee meetings to understand the issues facing the community and a visioning public workshop.

## **EAR-Based Amendments**

Cocoa, Florida

Participated in the update the City's Comprehensive Plan as part of the evaluation and appraisal process as outlined in Section 163.3191, F.S. Prepared a matrix listing the Florida Statute changes that required a change in the Plan, submitted to staff for review and comment and then made the changes to the individual elements. Prepared maps in GIS to meet the requirements of Senate Bill 1094, "Peril of Flood."

#### **EAR-Based Amendments**

Fort Pierce, Florida

Participated in the update the City's Comprehensive Plan as part of the evaluation and appraisal process as outlined in Section 163.3191, F.S. Prepared maps in GIS to meet the requirements of Senate Bill 1094, "Peril of Flood."

# **Volusia County Growth Management Commission Planner**

Volusia County, Florida

Participated in conducting comprehensive plan amendment reviews on a continuing basis for all jurisdictions within Volusia County to ensure consistency with the Commission's established criteria. Specific responsibilities include reviewing amendments (large and small) for consistency with six criteria, conducting research on various regulatory documents, and confirming parcel data using GIS software.

## **KEY PERSONNEL RESUMES**

Nickolas Hill Page 2

## **Downtown North CRA Redevelopment Plan Update**

Panama City, Florida

Participated in the update of the City's Downtown North CRA Redevelopment Plan to reflect the recent expansion of the boundary. Drafted sections related to population and demographics, land use, historic buildings, and signage. Prepared a three-point action plan and goals, objectives and policies. Helped facilitate public workshops.

## **Complete King Street Master Plan**

St. Augustine, Florida

Participated in the Master Planning process for a major corridor within the City of St. Augustine. Assisted in facilitating and preparing community workshop. Managed the project's website by frequently responding to public comments and posting regular updates regarding the project's progress.

## **CRA HD King Site - Review of Development Proposals**

Fort Pierce, Florida

Participated in the review of proposals submitted by two development companies for the development of the City-owned HD King Plant site in downtown Fort Pierce. The purpose of the review was to determine compliance with the City's CRA plan and comprehensive plan. Prepared a matrix rating the proposals against each relevant policy in the plans, and attended individual briefings with the CRA Board members.

## West Tuscaloosa Community Inventory and Blight Study

Tuscaloosa, Alabama

Assisted City Staff in conducting a community inventory of the West Tuscaloosa neighborhood through a community engagement and visioning process, GIS analyses, aerial observations, site visits, compiling data sets, and synthesizing historical research and anecdotes. This task also required conceptualizing, creating, and implementing a neighborhood blight study using a combination of community statistics, site photos, and various GIS operations.

## **Highest and Best Use Analyses**

North Central Florida

Determined the highest and best use for various properties throughout the region based upon their existing development entitlements. This necessitated reviewing local development standards, meeting with City/County Staff, consulting with civil engineers as needed, and writing comprehensive reports for a diverse range of clientele.

## FEMA Letter of Map Revisions (LOMRs)

North Central Florida

Aided civil engineers in successfully revising active FEMA Flood Insurance Rate Maps by completing numerous Letter of Map Revisions. This involved incorporating floodplain data from various public and private databases to recreate and revise existing Flood Maps utilizing a wealth of cutting-edge software.

## Various Future Land Use (FLU) and Rezoning Requests

North Central Florida

Drafted and compiled application materials for various FLU and Rezoning requests across the North Central Florida region. This involved drafting justification reports, researching critical land development code and comprehensive planning language, developing clear and concise GIS map sets, and creating Zoning Master Plans as needed for sites designated as Planned Unit Developments.

## **KEY PERSONNEL RESUMES**



PROJECT ROLE
Planner
OFFICE LOCATION

Orlando, Florida

## **EDUCATION**

- Master of City and Regional Planning and Master of Science in Public Policy, Georgia Institute of Technology, 2020
- Bachelor of Science, Earth and Environmental Science, Mercer University, 2012

YEARS OF EXPERIENCE Joined S&ME in 2020 with 1 years of experience

# PROFESSIONAL MEMBERSHIPS

- American Planning Association
- Association of Pedestrian & Bicycle Professionals

# Katie A. Martin

## **Planner**

Katie's areas of expertise include sustainable community development, affordable housing, community engagement, and public policy. She has experience in qualitative and quantitative research, geospatial analysis, statistical analysis, climate adaptation planning, comparative policy analysis, urban design, and planning for social equity. Katie also has experience in survey creation for community engagement, site plan review, and grant writing.

## **Relevant Project Experience**

## **Casselberry Property Maintenance Ordinance**

City of Casselberry, Florida

Assisted the City of Casselberry in reviewing their Code of Ordinances and Land Development Code to establish more exact ordinances regarding property maintenance within the City. This project included the review of comparable municipalities to inform the changes made to Casselberry's Code.

## **Sumter County Comprehensive Plan**

Sumter County, Florida

Assisted Sumter County in updating their Comprehensive Plan, including reviewing and analyzing data on housing conditions, affordability, and access for residents and potential new residents within the County. The project also includes analyzing access to open space within the County.

## **DeBary Land Development Code Update**

City of DeBary, Florida

Assisted the City of DeBary in reorganizing and updating their Land Development Code, and establishing a Form-Based Code for certain areas of the City.

## **Lindbergh Neighborhood Redevelopment**

City of Atlanta, Georgia

Worked with City of Atlanta, Georgia Department of Transportation, the BeltLine, MARTA, and other local stakeholders to propose a redevelopment of the Lindbergh neighborhood in Atlanta. The project focused on green space and blue way access, zoning and land use changes, public transit additions, and affordable housing creation.

# Neighborhood Planning Unit Comprehensive Review, Public Design Workshop City of Atlanta, Georgia

Worked with the Center for Civic Innovation and researchers at Georgia Tech to develop the qualitative and quantitative research methods for the first comprehensive review of the NPU System in Atlanta. This project involved the development of surveys for public engagement, the creation of tools for qualitative research, and geospatial analysis to observe socioeconomic trends in Atlanta neighborhoods.

### **KEY PERSONNEL RESUMES**



PROJECT ROLE Planner

OFFICE LOCATION Orlando, Florida

### **EDUCATION**

- Master of Urban and Regional Planning, University of Central Florida (anticipated May 2021)
- Master of Public Administration, University of Central Florida, 2019

YEARS OF EXPERIENCE Joined S&ME in 2020 with 3 years of experience

# PROFESSIONAL MEMBERSHIPS

- American Planning Association
- University of Central Florida
   Urban Knights Planning
   Association
- National Black MBA Association
- National Forum for Black Public Administrators
- International City Manager Association
- The Association of Junior Leagues International

# Jalisa Q. Harris

### **Planner**

Jalisa's experience includes data analysis, legislative analysis, research, regulatory compliance, technical writing, public speaking, stakeholder engagement and interagency coordination.

### **Relevant Project Experience**

### City of Groveland CRA Redevelopment Plan Update

Groveland, Florida

Assisted the City of Groveland in spearheading citizen engagement efforts as a means of collecting substantive input to update the community redevelopment plan. Efforts included virtual and COVID19-compliant in-person engagement opportunities that not only collect suggestions, but also provide citizens an opportunity to lead design alternatives.

### **Community Impact Projects Director**

Indian River County, Florida

Leveraged organizational resources to encourage the formation of new community partnerships, raise project funding, rebrand community impact project missions and organizational brand. This project included using data collected from past projects and public engagement tactics to drive project restructuring as well as identification of target population needs. Project implementation was supplemented with self-created training regarding inclusionary practices for non-profit organizations.

### **Capital Improvement Plan Updates**

Various counties within Central Florida

Evaluated/Analyzed best practices in transportation capital improvement planning and budgeting, revenue structures, and grant application. These projects included review of comparable municipalities within Florida to inform the recommendations made for Capital Improvement Plan updates.

### **ADA Transition Plans**

Various counties within Central Florida

Synthesized best practices in public capital infrastructure planning, self-assessment, funding, and implementation regarding the Americans with Disabilities Act (ADA) transition plans for municipal transportation planning. This project included extensive public engagement planning and implementation as well as coordination with municipal-governed institutions.

### **Cocoa Police Department Strategic Plan**

City of Cocoa, Florida

Coordinated with the City of Cocoa government and City of Cocoa Police Department in developing a strategic plan to enhance departmental operations and community relations based on analysis of the Organization and the City. This project included a review of comparable law enforcement agencies to inform the internally and externally facing approaches the department should take.

### **KEY PERSONNEL RESUMES**



PROJECT ROLE
Design Principal

OFFICE LOCATION Orlando, Florida

### **EDUCATION**

■ BS Landscape Architecture, Purdue University, 1987

YEARS OF EXPERIENCE Joined S&ME in 2012 with 25 years of experience

### REGISTRATIONS

- PLA, FL No. LA0001277, 1988
- PLA, CO No. 841, 2009
- CLARB No. 53564, 2018

# PROFESSIONAL MEMBERSHIPS

- Purdue Landscape
   Architecture Professional
   Advisory Council, Board
   Member
- American Society of Landscape Architects (ASLA)
- Florida Recreation and Park Association (FRPA)
- Harry P. Leu Gardens, Board of Trustees, 2012-2016

### Bruce C. Hall PLA, ASLA

### **Technical Principal - Landscape Architect**

Jay has over 32 years of experience with site design and landscape architecture for streetscapes and public spaces. His design influence is featured in the public realm design of places such as Lakeland's Hollis Garden, Orlando's Harry P. Leu Botanical Gardens, Winter Park's Park Avenue and the NoMa District in Washington, DC. His philosophy of design focuses on functional and timeless design, grounded in context and equity of users.

# Key Projects and Assignments William Bartram Scenic Byway

St. Johns County, Florida

Served as Principal-in-Charge and Principal Designer for the Master Plan, which included schematic plans for park and amenity improvements along the byway. The William Bartram Scenic and Historic Highway is a 17-mile Florida Scenic Highway known for its historic tree canopy, access to the St. Johns River (a National Heritage River) and its namesake who traveled and lived in this region of Florida. These enhancements provide better facilities for the byway visitor and residents and unify the public space along the byway by creating an architecture and landscape that reinforces the corridor's story. The effort included a corridor logo, signage plan, gateway features and interpretive and directional signs.

### St. Augustine Citywide Mobility Plan

St. Augustine, Florida

Principal Landscape Architect for a multiyear assignment to develop an integrated mobility plan for the City. The Plan will introduce 21st century best practices to help solve the mobility issues of the City's residents, visitors and business community. Through a data-driven and inclusive process, the consultant team is taking a holistic view at the transportation and land use relationships of America's oldest city. The interdisciplinary study includes urban design, multimodal transportation planning, complete streets design, land use planning, historic preservation and economic development.

### King Street Complete Street Master Plan

St. Augustine, Florida

Principal Landscape Architect for an integrated transportation and land use planning effort for the King Street Corridor. Much of the street is owned by FDOT (Business US-1) and efforts have included extensive coordination with District 2. An integrated in-person and online public engagement program was created through collaboration with CoUrbanize; it includes five public workshops complemented by a stand-alone interactive website that allows for both web and text-based input.

### **US 41 Corridor Vision Plan**

Charlotte County, Florida

Principal Landscape Architect for a Corridor Vision plan for 30 miles of US 41 through Charlotte County. The plan looked at safety, mobility, context classification and the interface between the existing and proposed land uses and the design of the corridor. This work was done under S&ME's FDOT D1 Complete Street Continuing contract. The effort proactively engaged the citizens and stakeholders along the corridor to identify issues and opportunities along the roadway which will then inform future work program prioritization and funding.

### **KEY PERSONNEL RESUMES**

Jay R. Hood Page 2

### **AWARDS**

- Outstanding Development Award, Lakefront Park Phase 1, Florida Planning & Zoning Association, 2020
- Project of the Year Award, South Central Park, Florida Engineering Society, Ridge Chapter, 2019
- Grand Award, PK Avenue, American Council of Engineering Companies of Florida, 2019
- Award of Merit, PK
   Avenue, American Socity
   of Landscape Architects,
   Florida Chapter, 2019
- Project of the Year Award, Cade Museum, ENR Southeast, 2018
- Planning Project Award of Merit, Paw Park Village, APA-FL 2018
- Lake Nona Urban Forest
   Plan, Florida Urban Forestry
   Council, 2009
- Environmental and Sustainability Honor, UCF Health Sciences Campus, ASLA Florida Chapter, 2008
- Master Planning Award, Scenic and Historic A1A Master Plan, Florida Planning & Zoning Association, 2006
- Award of Excellence, Park Avenue Winter Park, ASLA Florida Chapter, 2002

### **US 41 Corridor Vision Plan**

Charlotte County, Florida

Principal Landscape Architect for a Corridor Vision plan for 30 miles of US 41 through Charlotte County. The plan looked at safety, mobility, context classification and the interface between the existing and proposed land uses and the design of the corridor. This work was done under S&ME's FDOT D1 Complete Street Continuing contract. The effort proactively engaged the citizens and stakeholders along the corridor to identify issues and opportunities along the roadway which will then inform future work program prioritization and funding.

### South Central Park and Magnolia Trail

Winter Haven, Florida

Principal Designer for a multi-purpose civic park and surrounding streetscapes and trails in downtown Winter Haven. The project is comprised of a full city block and includes two flexible plaza areas that could alternately serve as parking during the day and a place for concerts and events during the evening and weekend hours. The project also incorporates a bikeway into the streetscape environment with an associated vertical gateway element to indicate arrival into downtown from the south. *Project received the Project of the Year Award from Florida Engineering Society (FES), Ridge Chapter, 2019.* 

### **South Pomegranate Avenue Improvements (FDOT D5)**

Sanford, Florida

Principal Landscape Architect responsible for this FDOT, D5 project to improve circulation along South Pomegranate Avenue and improve connections to the historic Goldsboro community. The multi-faceted project includes a pedestrian/vehicular bridge overactive railroad tracks which blocks access into Goldsboro multiple times per day. Landscape improvements suitable to the residential character of the area will be included for the new roadway/bridge and the stormwater pond. Responsibilities include coordination with the client, the design team, FDOT and the City of Sanford.

### Park Avenue Streetscape

Lake Wales, Florida

Principal-in-Charge for the design and public involvement of the City of Lake Wales's Park Avenue Streetscape which functions as the heart of the downtown shopping district. The streetscape is a building face to building face project which balances the auto-dominated street by converting the oversized one-way street with angled parking into a 2-way street with parallel parking. Broad sidewalks and planters to accommodate street trees and colorful plantings advance the Olmsted Brothers' vision of a "City within a Garden". The designed street is curbless and allows for barrier free pedestrian access and flexibility for outdoor dining and events. Green infrastructure components of the design include the use of rain gardens and permeable pavers to aid in capturing stormwater and nutrients.

### Pilaklakaha (PK) Avenue Streetscape

Auburndale, Florida

Principal Designer for a five-block section of Pilaklakaha Avenue in Auburndale, Florida. The streetscape project included a reduction of travel lanes from four lanes to two lanes, which enabled the addition of a linear bioswale/rain garden along the length of the project as well as a multipurpose trail and on-street parking in the commercial area near the City's historic downtown area. This project received a Grand Award from the American Council of Engineering Companies of FL, 2019 and an Award of Merit from the American Society of Landscape Architects, 2019.

### **KEY PERSONNEL RESUMES**



PROJECT ROLE
Principal Landscape Architect

OFFICE LOCATION Orlando, Florida

### **EDUCATION**

- Golf Course and Golf Clubhouse Design, Harvard Graduate School of Design, 1991
- Bachelor of Landscape Architecture, University of Florida, 1988

YEARS OF EXPERIENCE Joined S&ME in 2012 with 24 years of experience

### REGISTRATIONS

PLA, FL No. LA0001367, 1990

# PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects (ASLA)
- Florida Recreation and Park Association (FRPA)

### Bruce C. Hall PLA, ASLA

### **Principal Landscape Architect**

Jay has over 32 years of experience with site design and landscape architecture for streetscapes and public spaces. His design influence is featured in the public realm design of places such as Lakeland's Hollis Garden, Orlando's Harry P. Leu Botanical Gardens, Winter Park's Park Avenue and the NoMa District in Washington, DC. His philosophy of design focuses on functional and timeless design, grounded in context and equity of users.

### **Key Projects and Assignments**

### **Seminole County Trail System Master Plan**

Seminole County, Florida

Principal Landscape Architect for the update to the Seminole County's Trail System Master Plan. Bruce performed desktop and field reviews to validate the previously proposed trails for the County and identifies new routes to improve connections to cities and communities with no trail access. Through the creation of a hierarchy and updated nomenclature 35 individual trail and connector segments were reduced to 15 Pathways which link the County's primary showcase trails. Following key stakeholder and public presentations, the completed master plan includes an update to the County's GIS system reflecting the existing and proposed trails and pathways, Cost estimates and a report document. The standalone exhibits within the report enable County staff to extract each proposed trail as needed for their use in receiving grant funding, updating County Commissioners and informing the public.

### **Outdoor Interpretive & Wayfinding Venue**

Port St. Joe, Florida

Senior Designer and Project Manager for the City of Port St Joe CRA's outdoor interpretive and wayfinding venue. The venue is constructed atop a wood deck above an existing stormwater pond and is designed to gain the attention of travelers along US 98; encourage them to stop; inform them of the retail and dinning opportunities present in the City's historic retail village; and provide information about the community's history. The facility features a tower and trellis structure with scallop-themed bench swings, an interactive kiosk, a periscope linked to community webcams and a postcard photo-op.

### **Tenoroc Trail Master Plan**

Lakeland, Florida

Project Manager and Senior Designer for the master planning of the City of Lakeland Community Development Department's 10-mile Tenoroc Trail. The trail connects the General Van Fleet/TECO-Auburndale Trail to Lakeland's planned trail system through the 8,000-acre FWC Tenoroc Fish Management Area. The trail provides connections to the management area's hiking trail network, surrounding neighborhoods, three regional and community sports complexes, a future elementary school site and Florida Polytechnic campus.

### Crystal Lake Trail

Lake Wales, Florida

Principal Landscape Architect for the master planning and phase 1 construction documents for the Lake Wales Crystal Trail. The one mile master planned trail links the new S&ME and Chastain Skillman designed Park Avenue complete street streetscape to Lake Wailes and the existing Lake Wales Trailway. The first phase of the trail provides a direct trail route.

### **KEY PERSONNEL RESUMES**

Bruce C. Hall Page 2

### **AWARDS**

- Outstanding Development Award, Lakefront Park Phase 1, Florida Planning & Zoning Association, 2020
- Grand Award, PK Avenue, American Council of Engineering Companies of Florida, 2019
- Award of Merit, PK
   Avenue, American Socity
   of Landscape Architects,
   Florida Chapter, 2019
- Project of the Year Award, Cade Museum, ENR Southeast, 2018
- Award of Merit, Winter Garden Plant Street Streetscape, American Society of Landscape Architects, 2003
- Award of Excellence, West Orange Trail, American Society of Landscape Architects, 1998

between the streetscape and the Lake Wailes shoreline via a road diet on Park Avenue and another route runs through Crystal Lake Park and around the lake to create a loop system.

### **NW Neighborhood Pedestrian Implementation Plan**

Lake Wales, Florida

Principal Landscape Architect for the creation of a master plan and design standards document addressing sidewalk and street tree enhancement of the City's Northwest Neighborhood. Based upon the Dover Kohl, Lake Wales Connected plan for the NW Neighborhood, the master plan completes gaps in the existing sidewalks network, suggest where sidewalks should be added to existing streets and addresses the planting of canopy and understory trees to improve pedestrian comfort and the character of the street. The completed master plan and design standards provides the City with a master plan, typical street sections, a palette of trees, implementation priorities, phasing and an estimate of probable construction costs.

### Park Avenue Streetscape

Lake Wales, Florida

Principal Landscape Architect for the design and public involvement of the City of Lake Wales's Park Avenue Streetscape which functions as the heart of the downtown shopping district. The streetscape is a building face to building face project which balances the auto-dominated street by converting the oversized one-way street with angled parking into a 2-way street with parallel parking. Broad sidewalks and planters to accommodate street trees and colorful plantings advance the Olmsted Brothers' vision of a "City within a Garden". The designed street is curbless and allows for barrier free pedestrian access and flexibility for outdoor dining and events. Green infrastructure components of the design include the use of rain gardens and permeable pavers to aid in capturing stormwater and nutrients.

### St. Augustine Citywide Mobility Plan

St. Augustine, Florida

Principal Landscape Architect for a multiyear assignment to develop an integrated mobility plan for the City. The Plan will introduce 21st century best practices to help solve the mobility issues of the City's residents, visitors and business community. Through a data-driven and inclusive process, the consultant team is taking a holistic view at the transportation and land use relationships of America's oldest city. The interdisciplinary study includes urban design, multimodal transportation planning, complete streets design, land use planning, historic preservation and economic development.

### **Pinellas Park City Center**

Pinellas Park, Florida

Principal Designer for the City of Pinellas Park CRA's master planning of a new 55-acre city center, renovation of its 29-acre community park and a complete street design for 78th Avenue which links the two projects. The master planning effort is intended to incentivize private sector investment around the area, consolidate facilities, create a walkable community and enhance the community's amenities to its residents. The city center is designed to provide a dense integration of government uses which include a new city hall and fire/police operations center; and residential, retail/restaurant and recreational facilities for the community. The community park also features private sector investment along with a mix of active and passive recreational uses with an expansion of the City's performing arts center.

### **KEY PERSONNEL RESUMES**



PROJECT ROLE
Senior Landscape Architect

OFFICE LOCATION Orlando, Florida

### **EDUCATION**

- Bachelor of Architecture in Landscape Architecture, University of Georgia, 1990
- Bachelor of Science in Ornamental Horticulture, Clemson University, 1986

YEARS OF EXPERIENCE Joined S&ME in 2004 with 14 years of experience

### REGISTRATIONS

■ FL #LA6666790, 2005

# PROFESSIONAL MEMBERSHIPS

- American Society of Landscape Architects (ASLA)
- Florida Recreation and Park Association (FRPA)
- Committee on Sustainable Environments (CoSE)
- Sanford Historical Society, Treasurer

### Edward A. Browder, PLA, ASLA

### **Senior Landscape Architect**

Eddie has over 29 years of experience of innovative design and project management, utilizing a full range of professional skills in numerous areas of landscape architecture and historic preservation. His experience includes campus landscape plans, schools, parks and trails, public plazas and municipal buildings as well as high profile commercial, mixed-use and resort projects. His historic preservation experience includes historic surveys, districts, design guidelines, local historic designations and certificates of appropriateness.

### **Key Projects and Assignments**

# Magnolia Square Redevelopment Conceptual Design Services Sanford, Florida

Project Manager for two conceptual designs to redevelop the historic icon of Sanford. In designing the public plaza, input was gathered from the community, the Mayor, City staff and the CRA Board. The well-thought-out plan was approved with no revisions required. Color renderings and cost estimates were also prepared to accompany the conceptual designs. Now that the design has been implemented, Magnolia Square features much needed shade, visual interest and ample seating for special events, all in keeping with the historic character of the area.

### Lady Lake Commercial Corridor Design Standards

Lady Lake, Florida

Assisted with the preparation of commercial development design standards intended to maintain and enhance the positive characteristics of the existing Town and the Villages and to prevent further impacts of development that are not reflective of the traditional town development patterns and desired appearance. Provided the guidelines booklet and hand-drawn graphics, which demonstrate the characteristics of rural and urban road sections. These standards were later codified into the Town's Land Development Regulations.

### Lady Lake Development Review

Lady Lake, Florida

Assisted with conducting development review services of site plans, planned unit developments and subdivisions of more than 30 projects under a continuing services contract with the Town of Lady Lake. Also assisted the Town with enforcement of the Landscape and Tree Protection chapter, which was also authored by S&ME.

### **Melbourne Historic Preservation Officer**

Melbourne, Florida

S&ME serves as the Historic Preservation Officer for the City. Assisted with multiple preservation projects, including research and presentations on historic structures and local history; report and presentation preparation for Local Historic Designations; grant applications; and reviewing/processing Certificates of Appropriateness.

# **Eau Gallie Historic District and Architectural Design Guidelines**Melbourne. Florida

Assisted the City with the creation of the City's first historic district, the Eau Gallie Historic District. This district is significant for its collection of early 20th century architecture, including one structure listed in the National Register of Historic Places and for its role in the City's development history. Conducted site visits at numerous historic properties and

### **KEY PERSONNEL RESUMES**

# Edward A. Browder Page 2

### **AWARDS**

- American Planning Association, Florida Chapter, Award for Paw Park, 2018
- Florida Planning & Zoning Association Outstanding Redevelopment Award for the Immokalee CRA Update
- Florida Redevelopment Association Roy F. Kenzie Award for the Spring Hill/ Volusia County Community Redevelopment Plan

### **PRESENTATIONS**

- "Local Designations -Success Stories in Brevard County, Florida", Florida Historical Society, 2015
- "Green Gables A Preliminary Local Historic Designation", South Brevard Historical Society, 2014
- "Melbourne's Lost Treasures - Celebrating the Past to Inform the Future", Melbourne Historic Preservation Board, 2013
- "Sears Modern Homes in Historic Melbourne", Melbourne Historic Preservation Board, 2012
- "SITES An Overview on the Sustainable SITES Initiative", American Planning Association Florida Chapter Conference 2012, Florida Planning & Zoning Association Conference 2011 and Florida Urban Forestry Council Conference 2010

prepared the historic surveys/Florida Master Site File. Also prepared design guidelines for rehabilitation/expansion of existing historic structures as well as new construction. Prepared a list of period-appropriate plants based on the popularity of ornamental plants during specific eras.

### **Titusville Historic Preservation Officer**

Titusville, Florida

S&ME serves as the Historic Preservation Officer for the City. Recent projects include the preparation of several local landmark designation reports and presentations and the preparation and facilitation of public workshops to obtain citizen input on priorities for historic preservation projects. Also provides peer review of staff's work on educational brochures regarding the benefits/misconceptions of historic preservation and the steps required for local historic landmark designations.

### Paw Park Village

Sanford, Florida

Project Manager for the planning and design of the redevelopment of Historic Paw Park Village. When Paw Park opened in 2000, it was the first off-leash dog park in Central Florida. After fifteen years of heavy use, the park was in need of repair and renovation. Organized and facilitated a public workshop to determine the amenities and development program preferred by the users and key stakeholders. The project includes a master plan for the area of Paw Park Village and construction documents for the first phase of the Paw Park renovations, which consists of amenities, new fencing, parking, a segment of multiuse trail and new pet-friendly surfacing. The design work was funded through a Florida Department of Economic Opportunity (DEO) grant that had strict guidelines and deadlines for deliverables. All of the deliverables were submitted on time and exceeded DEO quidelines.

### Immokalee Public Realm Plan

Collier County, Florida

Project Manager for two public plaza designs, a streetscape design, downtown park concepts and cost estimates for the RWA team as part of the preparation of the Immokalee Public Realm Plan. Also responsible for gateway and wayfinding signage designs at both vehicular and pedestrian scales. Assisted with the development of a companion form-based land development code to ensure that future development of downtown Immokalee is consistent and complementary to the public plaza designs, streetscape design and downtown park concepts and also conveys the unified community theme and style.

# Land Development Code, Landscaping and Tree Protection Chapter Lady Lake, Florida

Prepared guidelines for landscape requirements, tree preservation and tree mitigation for the Town's Land Development Code. These regulations enforced the Town's emphasis on protecting its resources and sustainability. After adopting the Landscaping and Tree Protection Chapter, the Town was awarded the distinctive recognition of 'Tree City USA.'

### **KEY PERSONNEL RESUMES**



### **Em Schaefer**

### **Senior Graphic Designer**

Em has eight years of experience providing creative solutions through print and digital graphic design, illustration, brand development, packaging and production design, environmental graphics, photography, and creative content development. She is proficient with the Adobe Creative Suite and has experience with video editing and motion graphics.

Project Role: Branding/Presentations/Graphics

**Education:** MS in Digital Marketing, University College Dublin Michael Smurfit Business School, 2019, Dublin Ireland; BFA Visual Communications, Ball State University, 2007

Years of Experience: Joined S&ME in 2020 with 8 years of experience

**Relevant Project Experience** 







## Fort Pierce Community Redevelopment Plan Update

Fort Pierce, Florida

Graphic Designer involved in the drafting of design strategies to manage and encourage growth in the historically African American town. Created diagrams and report graphics to help convey design initiatives to a large audience, both city officials and city residents.

# **Downtown Kissimmee CRA Report and Gateway Concepts**

Kissimmee, Florida

Senior Graphic Designer in charge of creating a unique branding direction for the city of Kissimmee CRA. Taking inspiration from the city's new logo and the historic branding of Downtown, this theme blends the two and brands the Downtown CRA project with a modern and vibrant style that visually articulates the history and proposed redevelopment through infographics, robust maps and graphs.

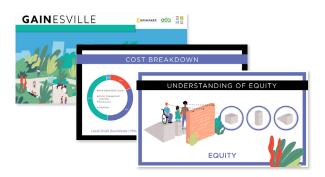
### **Groveland CRA Website**

Groveland, Florida

Senior Graphic Designer assisted the city of Groveland in creating a website to communicate the CRA efforts and encourage public engagment through promotion of openhouses and online surveys.

### **KEY PERSONNEL RESUMES**









### Cocoa Parks and Recreation Master Plan

Cocoa, Florida

Senior Graphic Designer composed a unique and cohesively-branded report to document the current park and recreation details of the city and proposed development ideas.

# Gainesville Comprehensive Plan Shortlist Interview

Gainesville, Florida

Senior Graphic Designer in charge of branding presentation for shortlist interview. Collaborated with Planning to design a visually compelling PowerPoint presentation and intro video that articulated the core details of the Comprehensive Plan.

### Osceola Gateway

Osceola County, Florida

Graphic Designer for the design of an iconic gateway element for Osceola County. Working with the County's budget of approximately \$750k, S&ME was tasked with providing design and engineering services for the placement of a large gateway sign to occur at the intersection of the Florida Turnpike ramp/Shady Lane and US-192. Part of the task was to incorporate forms and materials that the County is utilizing for current developments, such as Neo-City, to develop a gateway signage element that is modern, contemporary and provides an aesthetic symbol for the County.

### **Melbourne Historic Preservation Story Map**

Melbourne. Florida

Senior Graphic Designer collaborated with Planning to design an interactive narrative of the history of the city and historic structures present today.

### **SODO Stormwater Brochure**

Orlando, Florida

Senior Graphic design developed a print and digital brochure to visually communicate a guide to green development practices. This collateral aided the South Downtown Orlando Area in promoting sustainable efforts to potential developers with the goal of improving the quality for residents and businesses in the area.

### **KEY PERSONNEL RESUMES**



# Boris Wong, PLA, ASLA, SITES AP

### **Landscape Architect**

Boris has over seven years of international and local experience in site design and landscape architecture for a wide variety of project types, including transportation, urban design, hospitality, healthcare, parks, and streetscapes. Areas of expertise and interest include green infrastructure, visualizations, and urban open space.

Project Role: Landscape Architect | Location: Orlando, Florida

**Education:** Master of Landscape Architecture, University of Florida, 2011 BS Community and Regional Planning, Economics, Iowa State University, 2007

Years of Experience: Joined S&ME in 2016 with 4 years of experience

Registrations: Florida RLA #LA6667315, 2017 | SITES AP ID #00001569-SITES

### Relevant Project Experience







### **Brittany Bay Park**

Miami Beach, Florida

Landscape Architect for the master plan and landscape architectural construction documents for this waterfront park. S&ME created a "living shoreline" environment between the existing seawall and the new seawall, which is four feet higher in elevation and serves as a seat wall where users can take in views to the waterway and venture onto an overlook which spans the created environment. Produced high-quality 3D rendering perspectives utilizing Lumion and SketchUp.

### **Division Avenue Complete Street Master Plan**

Orlando, Florida

Landscape Architect for this 1.3-mile segment of Division Avenue within the City of Orlando's Downtown South Neighborhood Improvement District (DSNID). The purpose of the plan is to help catalyze a transition of many of the industrial and suburban retail properties within the district to urban mixed-use projects. Produced high-quality 3D rendering perspectives and animation utilizing Lumion and SketchUp.

### **DSNID Complete Streets Master Plan**

Orlando, Florida

Landscape Landscape Architect for the development of a complete streets master plan for the Downtown South Neighborhood Improvement District (DSNID). Worked as part of a diverse consulting team to develop conceptual plans for all the key streets within the District to govern future street sections, streetscape materials standards, multi-modal mobility needs, technological enhancements and illustrate potential densities and intensities of future development within the District. Produced high-quality 3D rendering perspectives utilizing SketchUp.

### **KEY PERSONNEL RESUMES**











### **Eola Park Centre**

Orlando, Florida

Landscape Designer for a commercial project that included the design of hardscape and landscape around the building perimeter to enhance outdoor activity space and overall image of the building. Produced high-quality 3D rendering perspectives utilizing Lumion and SketchUp.

### **UCF Lake Nona Medical Center**

Orlando, Florida

Landscape Architect for the new \$90M, joint venture teaching hospital with the UCF College of Medicine and HCA. The first phase of development includes an 80-bed hospital core, a 60,000- sf medical office building, a helipad and associated site developments. Produced high-quality 3D rendering perspectives and animations utilizing Lumion and SketchUp.

### Orlando Health Team Member Courtyard

Orlando, Florida

Landscape Architect for a courtyard concept and construction documentation of Orlando Health Dr. Philips Hospital Team Member Center. The project included canopy concept development and landscape improvement that help create a sense of welcoming to new members of the organization. Produced high-quality 3D rendering perspectives and animations utilizing Lumion and SketchUp.

### **US 41 Concept Plans**

Naples, Florida

Landscape Architect for developing concept plans along a 1-mile segment of SR-45/US-41 between Goodlette Frank Road and 5th Avenue North and advance multimodal strategies that are supportive of the existing and future land use context. Produced high-quality 3D rendering perspectives utilizing SketchUp.

### Valencia College Osceola Campus Master Plan

Kissimmee. Florida

Landscape Architect for the landscape master plan for the Valencia College Osceola Campus. The purpose of the landscape master plan for the 80-acre campus is to provide guidance and principles to those who are responsible for the design, maintenance and future development of the campus. Produced high-quality 3D rendering perspectives utilizing Lumion and SketchUp.

### **KEY PERSONNEL RESUMES**



# Wenjun "Lulu" Lu Landscape Designer

Lulu has experience in urban design, landscape design, green infrastructure, branding, and wayfinding. She is proficient with design programs including Photoshop, InDesign, Illustrator, After Effects, SketchUp, AutoCAD, Lumion, ArcGIS pro, CityEngine, and Rhino.

Project Role: Landscape Designer/Graphics

Education: Master of Landscape Architecture, University of Florida, 2018;

Bachelor of Science in Landscape Architecture, Nanjing Forestry University, Nanjing, China,

2016

Years of Experience: Joined S&ME in 2018 with 1 year of experience

**Relevant Project Experience** 





### **Beaumont Redevelopment Master Plan**

Kissimmee, Florida

Landscape Designer for the visioning and master planning of this 19.88-acre site. The central organizing element is a large park that serves as an activity hub as well as stormwater for the neighborhood. Mobility is accommodated on the property through the inclusion of generous tree lined sidewalks, a separated bicycle facility along MLK boulevard and a circulator stop that links the development to the downtown Sunrail Station. Produced high-quality 3D rendering perspectives utilizing Lumion and SketchUp.

### Pinellas Park CRA

Pinellas Park, Florida

Landscape Designer for updating the Pinellas Park Community Redevelopment Plan. The Plan seeks to re-establish a central destination or "Place" in Pinellas Park near the City's historic center while safely connecting City assets and activity areas through complete-streets improvements and streetscaping improvements. The Conceptual Master Plan identifies five (5) strategic capital investment areas: the City Center District; the Performing Arts District; 78th Avenue Complete Street; 70th Avenue Complete Street, and the 49th Street Streetscape. Produced high-quality 3D rendering perspectives utilizing Lumion and SketchUp.

### King Street Complete Street Master Plan

St. Augustine, Florida

Landscape Designer for complete street design of King Street in St. Augustine. S&ME has been hired by the City to analysis the existing conditions and develop concepts to build a better east-west connection through King Street to downtown area. During meetings with the city and the workshops, S&ME used 3D model fly-through to show the street conditions and 3D section graphics to show the proposed concepts.

### **KEY PERSONNEL RESUMES**











### **Lincoln Yard Park**

Gainesville. Florida

Landscape Designer for a neighborhood park project in East Gainesville. Park improvements include pond reconfiguration, a walking path loop, picnic shelters, a playground area, a gateway element, site furnishings and other amenities. S&ME is also facilitating the public participation in the project by leading stakeholder meetings, a public workshop and a final public meeting to present the conceptual Master Plan. Produced high-quality 3D rendering perspectives and animation utilizing Lumion and SketchUp.

### **US 41 Concept Plans**

Naples, Florida

Landscape Designer for the concept plans along a 1-mile segment of SR-45/US-41 between Goodlette Frank Road and 5th Avenue North and advance multimodal strategies that are supportive of the existing and future land use context. Produced high-quality 3D rendering perspectives utilizing SketchUp.

### **Eola Park Centre**

Orlando, Florida

Landscape Designer for the renovation of the 14-story Highwoods Properties' Eola Park Centre in downtown Orlando. The project features an outdoor tenant garden and event space, redesign of the parking lot and circulation, signage, building facade and area accent lighting, site furnishings and landscaping. Produced high-quality 3D rendering perspectives utilizing Lumion and SketchUp.

### **Montecillo Community Center**

El Paso, Texas

Landscape Designer providing site planning and landscape architectural services for this Community Center that includes an event center, a freestanding Clubhouse and a Social Center. Produced high-quality 3D rendering perspectives and animations utilizing Lumion and SketchUp.

### Valencia College Osceola Campus Master Plan

Kissimmee, Florida

Landscape Designer for the landscape master plan for the Valencia College Osceola Campus. The purpose of the landscape master plan for the 80-acre campus is to provide guidance and principles to those who are responsible for the design, maintenance and future development of the campus. Produced high-quality 3D rendering perspectives utilizing Lumion and SketchUp.





# SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

This sworn statement is submitted to _	City of Green Cove Springs
	(print name of the public entity)
by George M. Kramer, Area Manag	er-Planning and Design
(print individual's	name and title)
forS&ME, Inc.	
(print name of ent	ity submitting sworn statement)
whose business address is	
1615 Edgewater Drive, Suite 20	0
Orlando, Florida 32804	
signing this sworn statement:	ty crime" as defined in Paragraph 287.133(1)(g),
Florida Statutes, means a verspect to and directly related to an agency or political subdivision	violation of any state or federal law by a person with to the transaction of business with any public entity or with
or an agency or political subdiv	act for goods or services to be provided to any public entity rision or any other state or of the United States and involving ery, collusion, racketeering, conspiracy, or material

- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control 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. 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 affiliate. considered he an months shall 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 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, are active in management of members, and agents who 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.)
- X 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 the 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 HIS 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 an subscribed before me this 17th c	day of, 2020
Personally knownX	Elizabeth a. Nof
OR produced identification	Notary Public - State of Florida
	My commission expires
(Type of identification)	
	Notary Public State of Florida
	Elizabeth A Nax My Commission HH 001519 Expires 05/19/2024

(Printed typed or stamped commissioned name of notary public)

# DRUG-FREE WORKPLACE COMPLIANCE FORM

n 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	ŝ
hat (name of business) does:	
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. Inform employees about the dangers of drug abuse in the workplace, the company's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employees issistance 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	,
ander proposal a copy of the statement specified in item 1, above.  In the statement specified in item 1, notify the employees that as a condition of working or 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 note 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) day after such conviction.  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 where convicted.	or /S
6. Make a good faith effort to continue to maintain a drug-free workplace through	
mplementation of this section.	
As the person authorized to sign the statement, I certify that, S&ME, Inc.	
(name of business), fully complies/does not comply with the	
above requirements.	
December 17, 2	
Vendor/Contractor Signature  REP No 2020-20	ate

### 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

RFP No 2020-20

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 <u>not</u> 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.
- 12. The Contractor shall comply with applicable provisions of Section 119.0701, Florida Statutes and any contract between the parties shall fully comply with such section.

### CONTRACTOR/FIRM/INDIVIDUAL

George M. Kramer, Area Manager-Planning and Design (Printed Name and Title)

### ACKNOWLEDGEMENT OF ADDENDUM

I acknowledge the receipt of \_\_\_\_3 \_\_\_ Addendums to the original RFP.

December 17, 2020

Company Representative Signature

# Ranking Sheet Bid LC 2020-20

anking	Ed Gaw	Brian Cook	Steve Kennedy	Mike Mull	Michael Daniele
1	CHW	CHW	CHM	Kimlev-Horne	CHW
2	S&ME	S&ME	Kimley-Horne	CHW	S&ME
3	Kimley-Horne	Kimley-Home	S&ME	S&ME	Kimlev-Home
4	CG & A, Inc	CG& A Inc	CG&A Inc.	CG&A Inc.	CG&A Inc
5	Fleet & Assoc.	Fleet & Assoc.	Fleet & Assoc.	Fleet & Assoc.	Fleet & Assoc

Ranking is as follows: Four first place votes for CHW, and one second place vote.

Three second place votes for S&ME, and two third place votes.

Three third place votes for Kimley-Horn, one first place and one second place vote

Five fourth place votes for CG& A, Inc.

Five fifth place votes for Fleet & Associates.

presentation opportunities to per the committee's original agreement to see the top three candidates. After in person presentations the Based on the rankings the top three firms are CHW, S&ME and Kimley-Horn. These will be the firm you will offer in person committee will send it top ranking firm's recommendation for award to the Council.

### Bid LC 2020-20

### Comprehensive Plan Scoring Sheet

Name	of Evaluator: Michael Daniels Date: 2/3/21
Name	of Firm: <u>S&amp;ME</u>
	· · · · · · · · · · · · · · · · · · ·
1.	Consultant qualifications (30):  General – 0 - 20 points  Firm's experience and past performance and quality on similar projects, including qualifications and experience of the key project staff members.
	Public Participation Experience – 0 - 10 points/
2.	Proposed Approach (40):
	Consistent with City Values & Goals – 0 - 20 points  Quality of Firm's proposed approach and it's effectiveness in meeting the City's goals while maintaining consistency with the City's traditional values.
	Knowledge of GCS – 0 - 10 points  Firm is familiar with the City and its unique challenges and opportunities.
	Overall Budget Proposal/Allocation of Funds – 0 - 10 points S  Evaluate the project costs and the hourly rates and hours allocated for the key personnel
3.	Available Capacity (30):
	Ability to Complete Project – 0 - 10 points  Demonstrated ability to complete projects within proposed timelines and costs
	Adequate staffing – 0 - 10 points  Proposal identifies firm is adequately staffed to complete the project.
	Appropriate specializations – 0 - 10 points
4.	Total Score: 92

### Bid LC 2020-20

### Comprehensive Plan Scoring Sheet

Name	e of Evaluator:_Michael Daniels Date:2/3/21
Name	e of Firm: Kimley Horn and Associates
1.	Consultant qualifications (30):
	General – 0 - 20 points
	Public Participation Experience – 0 - 10 points
2.	Proposed Approach (40):
	Consistent with City Values & Goals – 0 - 20 points
	Knowledge of GCS – 0 - 10 points  Firm is familiar with the City and its unique challenges and opportunities.
	Overall Budget Proposal/Allocation of Funds – 0 - 10 points  Evaluate the project costs and the hourly rates and hours allocated for the key personnel
3.	Available Capacity (30):
	Ability to Complete Project – 0 - 10 points
	Adequate staffing – 0 - 10 points  Proposal identifies firm is adequately staffed to complete the project.
	Appropriate specializations – 0 - 10 points  Proposed staff specialize in areas which will enhance the project.
4.	Total Score: 90

### Bid LC 2020-20

### Comprehensive Plan Scoring Sheet

Name	e of Evaluator: <u>Michael Daniels</u>	Date:	2/3/21
Name	e of Firm: <u>CHW</u>		
1.	Consultant qualifications (30):		
	General – 0 - 20 points/		
	Public Participation Experience – Public participation experience in wo consensus.	•	
2.	Proposed Approach (40):		
	Consistent with City Values & Goa Quality of Firm's proposed approach goals while maintaining consistency	and it's effect	tiveness in meeting the City's
	Knowledge of GCS – 0 - 10 points Firm is familiar with the City and its u		ges and opportunities.
	Overall Budget Proposal/Allocation Evaluate the project costs and the hopersonnel		
3.	Available Capacity (30):		
	Ability to Complete Project – 0 - 10 Demonstrated ability to complete pro		
	Adequate staffing – 0 - 10 points _ Proposal identifies firm is adequately		mplete the project.
	<b>Appropriate specializations – 0 - 1</b> Proposed staff specialize in areas when the staff specialize in a staff specialize in areas when the staff specialize in a staff		 nce the project.
<b>4</b> .	Total Score: 89		

Item #18.

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4)	0	10	10	60	6	20	8		KHA
							1	10	
89	0	9	0/0	10	C	20	10	20	SME
78	0/.	7	×	10	2	120	Y	0	CHW
Total	specializations	Adequate Staffing specializations	Project	Funds	GCS Knowledge	Value/Goals	Participation	General	
	Appropriate		Complete	cation of			Public		
_			Ability to	Budget/Allo		Consistent			
									Ite

			Consistent		Budget/Allo	Ability to			
	(	Public	with City's		Ca	Complete			
	General	Participation	Participation Value/Goals	GCS Knowledge	Funds	Project	Adequate Staffing	specializations	Total
CHW	13	7	(5	(0)	7	7	7	6	75
SME	8/	9	(8)	6	6	01	0/	0,	8.6
KHA	(%)	0	17	6	8	01	()	01	26
Лах	20	, 10	20	10	/ 10	10	10	10	/ 100



	General	Public Participation	•		Budget/Allo cation of Funds	•		Appropriate specializations	Total
CHW	5	3	7	15	3	10	4	5	52
SME	15	7	15	10	7	10	8	7	79
KHA	10	5	10	15	5	10	4	5	64
Max	20	10	20	10	10	10	10	10	100

Item #18.

	10	10	10	10	20	10	20	Max
9		9	8	<b>69</b>	ā	9	20	KHA
9		9	9	8B	19	æ	19	SME
9		9	9	58	18	7	16	CHW
taffing	Adequate Staffing specializations	Project	Funds	GCS Knowledge	Participation Value/Goals	Participation	General	
			cation of		with City's	Public		
		Ability to	Budget/Allo		Consistent			
Stew Kennedy	Stew							

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### 2045 COMPREHENSIVE PLAN UPDATE

**Prime Firm:** 

Calvin, Giordano & Associates, Inc.

**Due Date and Time:** 

December 22, 2020 at 2:00 PM

**Primary Contact** 

Hoyt Holden, AICP Project Manager hoyt@cgasolutions.com

Address:

2400 SE Veterans Parkway Suite 207

Port St. Lucie, FL 34952

**Telephone No.:** 954.921.7781

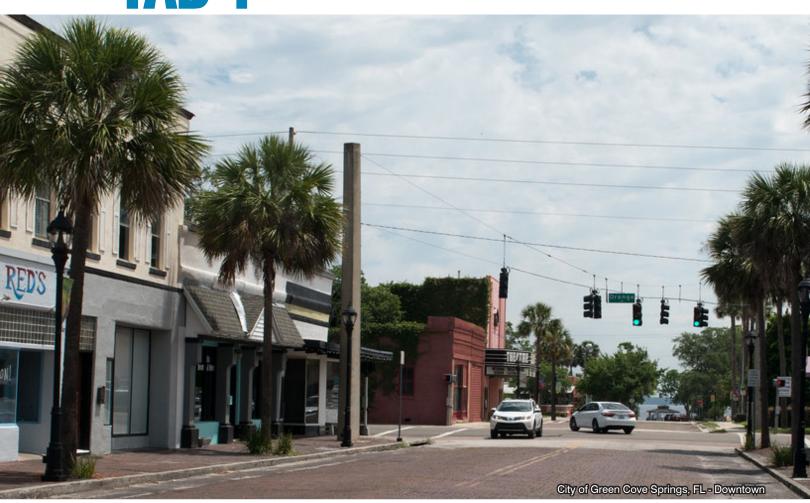




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# **TAB 1**



**Cover Letter** 



December 22, 2020

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

RE: 2045 Comprehensive Plan Update

Dear Selection Committee,

Calvin, Giordano & Associates, Inc. (CGA) is delighted for the opportunity to submit the attached proposal to assist the City of Green Cove Springs (City) with the 2045 Comprehensive Plan Update.

With more than 370 employees, CGA is a multi-disciplinary, full-service company that offers planning, urban design, GIS, engineering, transportation, and a broad range of municipal services. The firm, headquartered in Fort Lauderdale, has been in existence for over 83 years, helping dozens of jurisdictions craft, update and implement comprehensive plans and land development codes with clear action plans, development ordinances and many other tools that make community visions, goals, and objectives a reality. Our vast experience in partnership with local governments distinguishes us from other firms and allows us to consistently provide creative and practicable solutions to our clients.

CGA 's designated Project Manager, Hoyt Holden, AICP, has over 30 years of extensive experience working in many facets of a public planning department including land use plan amendments, analysis, platting, rezoning, site planning as well as proficiency in acquiring State and District grants for park improvements, coastal construction control line permitting, dune preservation and restoration, wetland mitigation, etc. Mr. Holden's primary location is in Palm Coast and will be readily available to the City for advisory group meetings, public meetings, and city council meetings.

Recently, CGA became a subsidiary of SAFEbuilt LLC, a national leader in the provision of comprehensive community development services. Our integration with this company provides a depth of resources that enhances CGA's reach.

To meet the City needs and ensure exceptional performance on this project, we have assembled a team of the best professionals CGA has to offer. We have added one subconsultant, Lambert Advisory who has extensive Florida and national expertise in market analysis and strategic planning. Our team's collective experience is eminently suited to lead the kind of innovative, aspirational, and pragmatic planning process that Green Cove Springs is seeking, Our goal will be not only to produce work that is found in compliance by the State of Florida, but one that reflects current trends and brings the community together to deal creatively with issues that the City faces.

**Building Code Services** Coastal Engineering Code Enforcement Construction Engineering and Inspection Construction Services Contract Government **Data Technologies** and Development Emergency Management Services Engineering **Environmental Services** Facilities Management Indoor Air Quality Landscape Architecture Municipal Engineering

GSA Contract Holder

**Public Administration** 

Redevelopment

and Urban Design

Traffic Engineering
Transportation Planning

Surveying and Mapping

Planning

1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316 954.921.7781 phone 954.921.8807 fax www.cgasolutions.com

Page 646

### **Primary Contact Information:**

Professional-in-Charge

James "Jim" Hickey, AICP Director of Planning JHickey@cgasolutions.com 954.921.7781 Project Manager Hoyt Holden, AICP Planning Manger HHolden@cgasolutions.com 954.921.7781

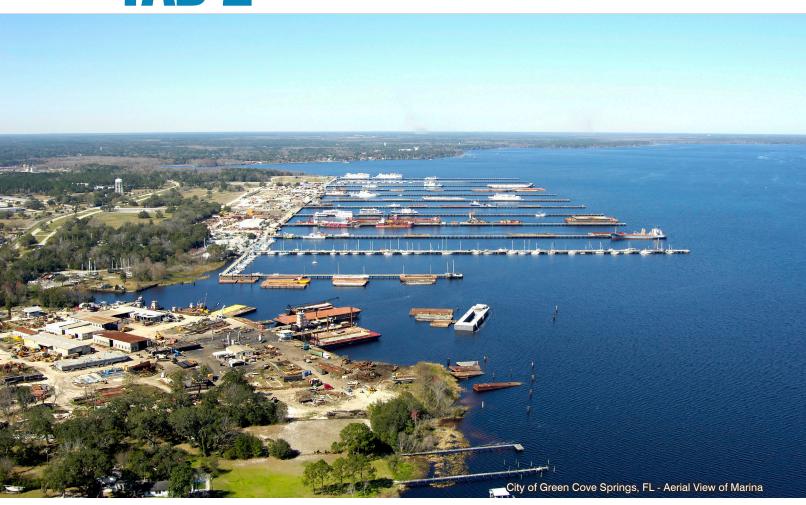
We are excited to respond to this request and know that given the opportunity, the City of Green Cove Springs will benefit from our range of expertise, our extensive experience in the industry, and our collaborative and innovative approaches to problem-solving. You will find, through the due diligence process of CGA's provided references, that client satisfaction remains our underlying theme and is the most important part of any statement on past performance.

Sincerely,

Chris Giordano, MSC, CCM

Vice President

# **TAB 2**



**Company Information** 



## **Company Information**

#### COMPANY'S HISTORY AND QUALIFICATIONS

Calvin, Giordano & Associates, Inc. (CGA) is a well established multi-disciplinary firm with offices located in Fort Lauderdale, Miami-Dade, West Palm Beach, Port St. Lucie, Estero, and Clearwater. For over 80 years, our firm has been providing consulting services to both public and private sector clients.

From the beginning, much of our reputation was built on repeat business with clients from the public and private sectors. Our success is reflected in the quality of work we consistently provide and also in the personal approach we take with each client. The winning combination is affirmed by our large number of repeat/long term municipal clients. Because of our diversity, CGA can control the entire process, offering a host of professional services as a onesource partner, or efficiently tackle time-sensitive individual projects, providing customized solutions with handpicked teams of highly experienced professionals.

CGA strategically provides a broad range of services to meet our clients' needs. Our professional services include:

- **Building Code Services**
- Civil Engineering/Roadway and Highway Design
- Coastal Engineering
- Code Compliance
- Construction Engineering and Inspection (CEI)
- Construction Services
- Data Technologies and Development
- **Electrical Engineering**
- Civil Engineering
- **Environmental Services**
- **Facilities Management**
- Geographic Information Systems (GIS)
- Governmental Services
- Landscape Architecture
- Planning
- **Project Management**
- Redevelopment and Urban Design
- Surveying and Mapping
- Traffic Engineering
- Transportation Planning
- Water/Utilities Engineering
- Website Development

Taking advantage of our diversified staff's experience and knowledge is what distinguishes CGA as a professional consultant and what allows our team to repeatedly complete projects on-time, under budget and exceeding expectations while doing so.

### FOUNDED IN HOLLYWOOD



## Serving

**Municipalities Throughout Florida** 

LOCATIONS Clearwater Estero

Fort Lauderdale Miami-Dade Port St. Lucie

West Palm Beach

TAB 3



**Consultant Qualifications** 

#### **CONSULTANT QUALIFICATIONS**

The team created for this project has years of multi-disciplinary expertise working with local governments, quasi-governmental entities, private sector clients, developers, community and neighborhood-based organizations, and public outreach throughout Florida. Much of this experience includes serving as directors or managers working directly for local government planning departments.

Our core planning services are focused on the preparation of various local government plans and the implementation of those plans through an integrated regulatory system for communities throughout Florida. In addition, our continuing and long-standing relationships with many of our local government clients attest to both our client's satisfaction with our services, and our ability to understand and assist with the practical, day-to-day, administration and effectuation of those plans and regulations.

Because of this experience, we are very cognizant of the fact that services and work-products rendered should generate solutions that are implementable, and that take into account the regulatory and budgetary realities of the solutions and the provision of municipal services. Our team understands that successful implementation of any project is driven not just by that which is desired, but by that which is achievable.

CGA completed the first Comprehensive Plans for the Cities of Weston and West Park and the Town of Loxahatchee Groves soon after their incorporations. CGA staff has also worked on Evaluation and Appraisal Reports (EARs) and EAR-based Comprehensive Plan Amendments for the cities of Hollywood, Pahokee, Parkland, Sunny Isles Beach, Weston, Martin County, and St. Lucie County, and the Towns of Lake Park, Malabar, and Surfside. Recently, CGA completed an update of the City of Pompano Beach's Comprehensive Plan including important issues such as sea level rise, transportation and land use. These projects require updating current regulations to reflect current trends and conditions, as well as the communities' vision for the future. Our goal is to provide a document that the public can understand and be easy to implement for the City.





#### **KEY STAFF PERSONNEL**



JAMES "JIM" HICKEY, AICP // DIRECTOR OF PLANNING

Years of Experience: Over 20 Years

**Degree:** Masters in Urban and Regional Planning (MURP) Virginia Commonwealth University, Richmond, VA | B.S., Geography and History University of Massachusetts, Boston, Massachusetts

Licenses/Registrations/Affiliations: AICP No. 015985

Mr. Hickey leads our main planning office and has over 24 years of planning experience in municipal as well as county government. He has experience in comprehensive planning, site development reviews, architectural review, zoning code amendments, comprehensive plan amendments, form-based codes, data and analysis, Geographic Information Systems (GIS), and preparation, creation and implementation of CRA and DRIs regulations. Mr. Hickey works with a number of communities on large-scale projects to provide technical planning expertise on how to allow for development while balancing the needs of the existing community. Mr. Hickey acts as the Director of Development Services for the City of Weston and the Planning Director for the City of Lighthouse Point.



HOYT HOLDEN, AICP // PROJECT MANAGER

Years of Experience: 33 Years

Degree: Master of Fine Arts, University of Florida; BFA, University of Florida

Licenses/Registrations/Affiliations: AICP No. 026468

Mr. Holden has over 33 years of Management experience with land use plan amendments, analysis, platting, rezoning, site planning as well as proficiency in acquiring State and District grants for park improvements, coastal construction control line permitting, dune preservation and restoration, wetland mitigation, etc. This experience has given him an extensive understanding of local community, county agency, and special district regulations and explains his great rapport with municipal and government agencies throughout Florida, as well as with the Florida Department of Environmental Protection, the South Florida Water Management District, and many other special districts..





#### CHRISTOPHER BRIMO, AICP // DIRECTOR OF TAMPA BAY REGION

Years of Experience: Over 28 Years

Degree: Master of Science in Urban and Regional Planning - Florida State University;

Bachelor of Science in Economics - Florida State University

Licenses/Registrations/Affiliations: AICP No. 023643

Christopher Brimo is a professional Certified Planner with 28 years of public sector experience in the areas of Urban & Design, Multi-Modal Planning, Zoning & Land-Use, Comprehensive Planning, Economic Development, Public Outreach, Public Administration and Policy Analysis. He has extensive experience in planning and zoning, redevelopment, sustainability, coastal development, and emergency management activities. Mr. Brimo is the Director of the Tampa Bay Region office, and manages operations, marketing and client services, and functions as the project manager for several continuing services clients, and projects.



LUIS SERNA, AICP, LEED AP BD+C | PLANNER

Years of Experience: Over 29 Years

**Degree:** Graduate Studies in Urban and Regional Planning University of Miami, 1990; BS, Economic with an emphasis in Economics of Industry, Florida State University, 1987; Certificate of Planning Studies, Florida State University, 1987

Licenses/Registrations/Affiliations: AICP No. 013237

Mr. Serna has over 29 years of experience in land planning consultation for public and private sector clients. Mr. Serna is the Planning Director at CGA and is responsible for the planning operations of the Tampa Bay office. He provides planning services to local governments including site plan and permit reviews; land development code and comprehensive plan updates; preparing neighborhood and special area plans; reviewing and preparing staff recommendations on applications for rezoning, plan amendments, site plans, development agreements, special exceptions, and variances. He also provides planning consultant services to private clients including site feasibility and entitlement studies; preparation of land use amendments and rezoning applications; and consultation on special exceptions, variances, and other development applications.



CASEY OGDEN, GISP // GIS COORDINATOR

Years of Experience: 18 Years

Degree: Master of Geography Florida State University, 2004; Bachelor of Geography,

Louisiana State, University, 1999

Licenses/Registrations/Affiliations: PGISP (GIS Professional) #82320

Mr. Ogden has 18 years' experience in Geographic Information System technologies as an analyst and developer. He was involved in creating automation tools for the National Hurricane Center in Miami which included Tropical Storm Force Winds Time of Arrival, Tropical Cyclone Rainfall, and Hurricane Best Track products. He also has worked as a contractor for the Department of Defense primarily in Guam and Japan. Specific projects he led involved Water System Hydraulic Modeling, Property Record Development, Line of Sight Surveys, Space Use Management, Explosive Safety Site Approvals, and Topographic Surveys.







**Years of Experience:** Over 25 Years

**Degree:** Master of Urban Planning, University of Kansas (1993) | Bachelor of Arts, Architectural Studies, University of Kansas (1991)

Licenses/Registrations/Affiliations: AICP No. 087875

Ms. Vargas has over 25 years of experience in managing planning processes in the U.S. and abroad. She joined Calvin, Giordano & Associates' Miami office as a Principal Planner after running her own consulting firm, SEVCP. Previously, she was a senior professional at WRT Planning & Design. Ms. Vargas's practice spans everything from region-wide, county and city comprehensive plans, vision statements, and strategic action plans, to studies at the system, downtown, district, corridor, neighborhood, and site scales. Ms. Vargas is a skilled and creative facilitator who specializes in designing creative public engagement tools. Her work has been recognized through numerous awards and speaking opportunities. Ms. Vargas serves on the AICP Commission and as an expert to The American Architectural Foundation's Sustainable Cities Academies program.



XAVIER FALCONI, PE //DIRECTOR OF TRAFFIC ENGINEERING

**Years of Experience:** 18 Years

**Degree:** Bachelor of Science in Civil Engineering, Portland State University; Executive Certificate in Project Management, Florida Atlantic University; Post Graduate Courses in Transportation Engineering and Transportation Planning.

**Licenses/Registrations/Affiliations:** PE No. 46054; Institute of Transportation Engineers (ITE), Past President (Oregon Section) and current ITE member.

Experience and Expertise: Mr. Falconi has more than 30 years of experience in providing transportation planning and traffic engineering services. As a former Transportation Program Manager for both the City of Delray Beach and the City of Miami Beach, Mr. Falconi is an expert in managing the planning, design and construction of multimodal transportation projects, including micro-mobility. He is passionate about bicycle and pedestrian safety. Recently, he led the effort to implement the City of Delray Beach Complete Streets Policy, including providing a training program for all city departments. Mr. Falconi has worked extensively with the Florida Department of Transportation (FDOT) as well as multiple counties and municipalities on various types of transportation projects. He has also conducted many public meetings for the development and execution of transportation projects. In addition, Mr. Falconi served as the State Access Management Engineer for the Oregon Department of Transportation (ODOT), where he managed the Access Management Program.





SANDRA LEE, AICP CEP, LEED AP BD+C, CFM // ENVIRONMENTAL SPECIALIST

**Years of Experience:** Over 25 Years

**Degree:** M.A. Biology/Ecology, Magna Cum Laude St. Cloud State University, Minnesota | B.A. Biology/Botany, Magna Cum Laude St. Cloud State University, Minnesota

**Licenses/Registrations/Affiliations:** American Institute of Certified Planners No. 018627, Green Building Certification Institute, LEED AP BD+C No. 10215598, Association of State Floodplain Managers CFM No. US-07579, Florida DEP Qualified Stormwater Management Inspector No. 5889.

Ms. Lee has over 25 years of professional experience and heads up CGA's Environmental Department. In general, Ms. Lee: provides environmental permitting services at the local, state and federal level, coordinates interagency and multidisciplinary team efforts, provides tree mitigation plans and tree removal permitting services, conducts wetland delineations and wetland functional assessments, designs wetland mitigation areas, provides bidding and construction oversight services for the construction and installation of mitigation areas, provides technical support, environmental resource management and environmental planning services to municipalities, manages field staff conducting wildlife and habitat assessments, imperiled species surveys and compliance monitoring reporting. Ms. Lee also provides floodplain management, sustainability and MS4 NPDES permit reporting services.

Detailed resumes of each of our key staff members and subject experts are enclosed.





# James P. Hickey, AICP Director of Planning

#### **SUMMARY OF QUALIFICATIONS**

Mr. Hickey leads the Fort Lauderdale planning office and has over 24 years of planning experience in municipal as well as county government. He has experience in data and analysis, Geographic Information Systems (GIS), comprehensive planning, site development reviews, architectural review, zoning code amendments, comprehensive plan amendments, form-based codes, preparation and creation and implementation of CRA and DRIs regulations., Mr. Hickey works with a number of communities on large-scale projects to provide technical planning expertise on how to allow for development while balancing the needs of the existing community. He also works as the City/Town planner for a number of municipalities.

#### PROJECT EXPERIENCE

**City of Weston – Development Services Director:** Mr. Hickey provides ongoing planning assistance for the City including site plan review and preparation of reports and analysis for the City Commission. Mr. Hickey serves as the City's appointee on the School Board of Broward County's Staff Working Group.

**City of Lighthouse Point - Planning Director**: Mr. Hickey is currently working with the City and a developer on the redevelopment of Lighthouse Point Yacht Club which will include establishing a mixed-use development on the existing site. This project includes a comprehensive plan map amendment and text amendments, rezoning of the property, establishment of a new zoning district, site plan review and a developer's agreement.

**City of Pompano Beach, FL – Project Manager:** Mr. Hickey works with the City of Pompano Beach on the review of large-scale Planned Development applications, providing technical review and analysis as well as review of the accompanying site plan applications. Mr. Hickey drafts staff reports and present these applications to the Planning and Zoning Board as well as the City Commission.

**City of Wilton Manors, FL** – **Planning Consultant:** Mr. Hickey along with CGA's Urban Design staff recently completed the City's Urban Form and Density Report which establishes where and how future redevelopment should occur. Current projects include drafting regulations needed to implement the Form and Density Report, rezoning of a diverse mixed-use area, and two land use plan amendments to establish density requirements, increase density and expand the City's mixed use land use districts.

**City of West Park, FL – City Planner:** Mr. Hickey completed an adoption of regulations to rezone the City's expanded Transit-Oriented Corridor (TOC) including public involvement, preparation of code language and presentations to the Planning and Zoning Advisory Committee as well as the City Commission. This project included public engagement and dealt with many issues facing the City including disinvestment, redevelopment opportunities as well as concerns with gentrification.

**City of Margate, FL - City Consultant:** Mr. Hickey is currently working with the City on an update to substantial portions of the City's Code. The City has not completed a thorough review of the Code in over 30 years and the proposed changes will provide a modern unified land development code which is clear, concise and easily understood by business owners, developers and city residents.

YEARS OF EXPERIENCE 24

YEARS WITH THE FIRM

#### **EDUCATION**

Masters in Urban Planning (MURP) Virginia Commonwealth University, Richmond, VA

B.S., Geography and History, University of Massachusetts, Boston, Massachusetts

# CERTIFICATIONS & LICENSES

American Institute of Certified Planners (AICP) No. 015985

# PROFESSIONAL AFFILIATIONS

American Planning Association

Broward American Planning Association

Member – School Board of Broward County Staff Working Group

ICS - National Incident Management Systems (NIMS) Certifications: ICS 100, 200, 300, 400, 700, 800



# Hoyt Holden, AICP Planning Manager

#### **SUMMARY OF QUALIFICATIONS**

Mr. Holden has 33 years of management experience with land use plan amendments, reanalysis, platting, rezoning, site planning, Developments of Regional Impacts, Binding Letters of Interpretation, right-of-way vacations, concurrency reviews, delegation requests, special assessments and due diligence activities. Particularly with due diligence, land use plan amendments and platting, he has experience in researching entitlements and access management issues. He has acquired state and district grants for park improvements, coastal construction control line permitting, dune preservation/ restoration, wetland mitigation, dredging, boating facilities, landscaping, and sea turtle protection. He manages planning activities from inception through final approval/recordation. This experience has given him an extensive understanding of local community, county agency, and special district regulations and explains his great rapport with municipal and government agencies throughout South Florida, as well as with the Florida Department of Environmental Protection, the South Florida Water Management District, and many special districts such as local drainage districts and community development districts. Mr. Holden is a past appointee to the City of Hollywood Planning & Zoning Advisory Board. Clients include developers and business owners, Districts and Municipalities, nonprofit entities such as the Archdiocese of Miami, South Florida Community Land Trust and the YMCA.

#### **EXPERIENCE**

**Central Broward Regional Park - Lauderhill, Florida:** Provided platting entitlement and coordination for Broward County Parks and Recreation Division and the City of Lauderhill for the construction of a regional park on State Road 7 which includes an international cricket stadium, water park and cultural facilities sitting on 109 acres. Coordinated access management permitting approvals with FDOT, Broward County Mass Transit and other agencies.

**Cooper City Sports Complex – Cooper City, Florida:** Provided platting for 39.5 acres of baseball/softball fields, football/soccer fields, basketball courts and roller hockey rinks as well as police and fire facilities at the corner of Palm Avenue and Stirling Road in the City of Cooper City.

Dania Beach City Center - Dania Beach, Florida: Provided overall project management for platting the redevelopment of the Dania Beach Municipal Complex to include a branch of the Broward County Library System, a proposed future mixed-use development of residential units, retail space and municipal uses including a City Hall, Fire Station and Broward Sheriff's district office. In addition to standard platting issues and processes, the project included removal of a section of Dania Beach Boulevard from the Broward County Trafficways Plan and the vacation of the park use listed on the original plat. Provided direct coordination between the Dania Beach CRA, the City of Dania Beach, FDOT IV, Broward County Planning Council and various Broward County agencies including the County Attorney's office, Engineering, Transit and Aviation divisions.

**Town of Davie – Davie, Florida:** Provided platting services for three separate "Davie Community Facilities" plats, primarily though the Utilities Division for properties used for public purposes such as utility plans and parks; platting for a portion of Pine Island Park; preparation of grant applications and management plan for Orange Drive Linear Park; preparation of the 47th Avenue Special Assessment Roll.

**Town of Davie CRA - Davie, Florida:** Currently under contract with the Town of Davie CRA to plat a cornerstone of their downtown area (Frontier Square) and to plat several parcels proposed for purchase by developers (Main Street Lofts, Zona Village Phase 2). The projects propose mixed use development consistent with the Town's Regional Activity Center and vision for Downtown Davie. Direct involvement between the CRA, the Town, the Central Broward Water Control District, FDOT IV and various Broward County agencies will be required.

**Memorial Healthcare System – Pembroke Pines, Florida:** Worked with City to create the HD (Hospital District) and initiated at the request of the City a rezoning of the Memorial West campus to Hospital District which included creation of Design Guidelines and a Master Sign Plan to guide existing and future development on the campus in a consistent manner to minimize the need for code

YEARS OF EXPERIENCE

YEARS WITH THE FIRM

EDUCATION MFA, University of South Florida

BFA, University of South Florida

CERTIFICATIONS & LICENSES American Institute of Certified Planners AICP No. 026468



## Hoyt Holden, AICP, Page 2

variances; required coordination with consultants on the new parking garage, bed tower expansion and GME. Also coordinated prior site plan projects on the campus including but not limited to southwest parking lot, CEP and east bed tower expansion.

**Miramar Town Center – Miramar, FL:** Provided platting services for the City of Miramar to create their Town Center which houses government facilities, cultural and education facilities, and residential and commercial development. Assisted City in creating a Traditional Neighborhood Development (TND) zoning district.

Pembroke Pines City Center - Pembroke Pines, Florida: Provided due diligence, land use plan amendment and platting services for this 133-acre site on Pines Boulevard (State Road 820) developed by the City of Pembroke Pines into a vibrant mixed use "downtown." During the development process, concurrency agreements, impact fee agreements, traffic signalization agreements and off-site road improvements agreements were prepared and amended as required as development scenarios were modified. Included in this development was a widening of Pines Boulevard as part of a LAP Agreement. This LAP Agreement required coordination with the Broward County agreements process.

**Pembroke Pines Health Park** – **Pembroke Pines, Florida:** Provided due diligence, land use plan amendment and platting entitlement for this 136-acre State owned site, developed by the City of Pembroke Pines under a 99-year lease. In addition to the typical county agencies involved with land use plan amendment and platting entitlements, coordination between the City, State, Broward County Aviation, South Broward Drainage District (and South Florida Water Management) and FDOT IV was required due to the location across from North Perry Airport as well as an ongoing FDOT/Broward County improvement project on University Drive (State Road 817) and Pembroke Road (State Road 824), as well as the existence of a major district canal right of way on both sides o University Drive. Upon review of right of way maps and construction plans to determine centerlines of right of way versus centerlines of construction, additional road right of way was dedicated.

**Sheridan Station - Hollywood, Florida:** Provided overall project coordination, Land Use Plan Amendments and platting for a Transit Oriented Development (TOD) at I-95 and State Road 822 (Sheridan Street) consisting of 1550 residential units, 300,000 sq. ft. of commercial, 245,000 sq. ft. of office, a 150 room hotel, a 6 acre park and an intermodal facility (tri-rail, bus, park and ride). The north half of the site is owned by FDOT and the south half is owned by a private developer that had a 99 year lease to develop the TOD, requiring detailed coordination between and on behalf of both owners in order for the City of Hollywood and Broward County to approve a land use plan amendment, rezoning, plat, site plan, vacations, easement and right of way dedications, off- site improvement cost estimates and plans. Eventual dissolution of the 99-year lease between FDOT and the developer by Memorandum of Understanding resulted in further detailed coordination to break out the development between both owners by creating a separate parcel for the developer's 550 units and allocating the balance of the development to FDOT land.

**Shops at Pembroke Gardens – Pembroke Pines, Florida**: Provided land use plan amendment, platting, rezoning and site plan services for a 399,999 square foot mixed use center at Pines Boulevard and I-75, including the preparation of the original Design Guidelines and a PCD new zoning district (Planned Commercial Development).



## Christopher Brimo, AICP Director, Tampa Bay Region

#### **SUMMARY OF QUALIFICATIONS**

Christopher Brimo is a professional certified planner with over 27 years of experience in the areas of Urban and Multi-Modal Planning, Urban Design, Zoning and Land-Use, Public Administration and Policy Analysis, Project Management, Contract Administration, and Economic Development. He has extensive experience in planning and zoning, sustainability, coastal development, and emergency management activities. Mr. Brimo is the Director of the Tampa Bay Region office, and oversees operations, marketing and client services.

#### **EXPERIENCE**

City of Miami Planning and Zoning Department – January 2016 – July 2017; Chief of Land Development: Mr. Brimo's responsibilities included coordinating the design review processes of proposed projects to ensure thorough processing of development proposals, including planning, assigning and coordinating the work of support staff, assigned to a project. Special project coordinator; streamlining processes and recommending amendments to pertinent sections of the City Code and Miami 21; work closely with design professionals, developers, and internal stakeholders to ensure sound urban design and site planning, to optimize the design for major development proposals throughout the City. Worked with Miami-Dade County Schools Facilities Planning on siting, expansion and concurrency requirements for new residential development. Coordination of design review items to be heard by the Planning & Zoning Advisory Board (PZAB) and the City Commission. Staff liaison to the PZAB; Planning & Zoning Department board member on the City's Housing & Commercial Loan Committee.

City of South Miami Planning & Zoning Department – May 2011 – Dec. 2015; Director: Mr. Brimo was responsible for policy development, program planning, budget management, administration, and operational direction of the planning, zoning & community development and urban design functions. Develop, implement and monitor short and long-term plans, goals, and objectives focused on achieving the City's mission and City Commission priorities. Implement multi-modal and sustainable development strategies with a focus on green policies. He oversaw three citizen boards and planning commission, and inform and advise the City Commission, City Manager and City Attorney on local and regional community development, environmental and multi-modal planning issues. Prepare new City ordinances and amendments to existing ordinances, the municipal code and the comprehensive plan; ensures conformance to City plans and regulations through code compliance strategies; ensure the timely preparation of complete and accurate staff work for presentation to citizen committees, boards, City Commission, other departments and agencies; perform research and analysis for presentations on special projects and community/planning issues; project manager for city planning and urban design projects. Worked with Miami-Dade County Schools Facilities Planning on siting, expansion and concurrency requirements for new residential development.

**Volkert, Inc., Tampa Bay. - July 2006 -Dec. 2010; Project Manager/Sr. Urban & Transportation Planner:** Provided effective project management, urban/transportation planning services, grant administration to a variety of municipal and private clients throughout the Tampa Bay area, Florida and the south eastern United States.

**City of Tampa, East Tampa CRA – Oct. 2003 – July 2006; Brownfield and Economic Development Coordinator:** Mr. Brimo Managed brownfield grant administration program and assisted with Planning Commission, and the Hillsborough County MPO. Committee member on the Tampa Downtown Partnership - Transportation Committee.

City of St. Pete Beach Community Development – June 1991 – Sept. 2003; Assistant City Manager for Community Development: Managed multi-functional department with annual budget of \$800,000. Successfully initiated the city's master planning and land development code rewriting

YEARS OF EXPERIENCE

YEARS WITH THE FIRM 3.5

#### **EDUCATION**

Master of Science in Urban and Regional Planning -Florida State University

Bachelor of Science in Economics - Florida State University

#### **CERTIFICATIONS**

American Institute of Certified Planners (AICP) #023643

# PROFESSIONAL AFFILIATIONS

American Planning Association (APA)

American Institute of Certified Planners (AICP)

APA Urban Design & Preservation Division

APA Transportation Division

APA Planning Law Division

Florida APA Suncoast Chapter

Tampa Downtown
Partnership Urban Design
Committee

Tampa Downtown Partnership Transportation Committee

Vision Zero Hillsborough County

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## Christopher Brimo, AICP, Page 2

efforts; provided direct leadership and acted as the liaison between the various stakeholders and the city government; board liaison to the LPA, Historic Preservation, and Planning and Zoning Boards, oversaw all development/re-development activities within the City including permitting, building inspections, code enforcement and grant administration.

#### RELEVANT PROJECT EXPERIENCE

**Town of Belleair, FL; Project Manager:** Ongoing planning services contract whereby CGA functions in the capacity as Town Planners, reviewing zoning and land use applications, site and development plans, transportation planning, historic preservation, engineering reviews, land development code and comprehensive plan amendments, and the preparation and presentations of staff reports to the Town Commission and appointed Boards.

**City of South Pasadena, FL; Project Manager:** Ongoing planning services contract whereby CGA functions in the capacity as City Planners, reviewing zoning and land use applications, site and development plans, concurrency reviews, transportation planning, land development code and comprehensive plan amendments, planned redevelopment district administration, and the preparation and presentations of staff reports to the City Commission and appointed Boards.

**Sarasota County, FL; Project Manager:** Create a Unified Development Code (UDC) that combined and updated the County's Land Development Code and Zoning regulations. The project included incorporation of existing technical manuals and regulatory provisions from the County's Comprehensive Plan into new UDC and updating for consistency with State and Federal regulations, and included: reviewing all existing pertinent county documents; identifying issues with existing county regulations; consolidating and refining existing regulation language; facilitating public participation; identifying regulatory inconsistencies and provisions that may now be obsolete; recommending potential resolution of identified issues; and presenting a proposed UDC to various groups, advisory committees, and the Board of County Commissioners.

**City of North Port, FL:** Preparation of analysis and update to the City's Unified Land Development Code including revising for consistency with the City's Comprehensive Plan and other regulatory plans and documents, and updating for consistency with State and Federal regulations.

### Transportation Planning for Volkert Inc., in Tampa, FL.

- Lake Avenue and North 29th Street Site Development, Tampa, FL, City of Tampa, Urban Design/Transportation Planning
- Bayshore Boulevard Enhancement Project, Platt Street to Gandy Boulevard, Tampa, FL, City of Tampa, Urban Design/ Transportation Planning
- Highland and Main Street Streetscape Plan, Dunedin FL, City of Dunedin, Urban Design/Transportation Planning
- Clearwater/Largo Road Transit Oriented Development (Impacts), Largo FL, City of Largo, Urban/Transportation Planning
- Citywide Transportation Master Plan, Newberry, FL, City of Newberry, Urban/Transportation Planning
- City of Keystone Heights Recreation Area Development, Clay County, Florida, , Urban Planning
- Stetson University Parking Study, Gulfport, FL, Canerday, Belfsky & Arroyo Architects, Project Manager, Administration/ Reports, Urban Design/Transportation Planning
- Lehigh Acres Traffic Circle Study, Lee County, FL, Florida Transportation Engineering, Inc., Transportation Planning
- City of Baton Rouge Bicycle/Pedestrian Study, Baton Rouge, LA, Urban/Transportation Planning
- Fletcher Avenue Pedestrian Safety Study/Urban Design, 1-275 to 46th Street, Hillsborough County, FL, Urban Transportation Planning



# Luis N. Serna, AICP, LEED AP BD+C Planning Director, Tampa Bay Region

#### **SUMMARY OF QUALIFICATIONS**

Mr. Serna has over 29 years of experience in land planning consultation for public and private sector clients. Mr. Serna is the Planning Director at CGA and is responsible for the planning operations of the Tampa Bay office. He provides planning services to local governments including site plan and permit reviews; land development code and comprehensive plan updates; preparing neighborhood and special area plans; reviewing and preparing staff recommendations on applications for rezoning, plan amendments, site plans, development agreements, special exceptions, and variances. He also provides planning consultant services to private clients including site feasibility and entitlement studies; preparation of land use amendments and rezoning applications; and consultation on special exceptions, variances, and other development applications.

#### **WORK EXPERERIENCE**

Wakulla County Department of Planning & Community Development; Crawfordville, FL; January 2012 to August 2015 - Director

GPI Southeast, Inc. (Formerly Varnum & Associates, Inc.); Tallahassee, FL, October 2001 to July 2011 - Land Planner/Project Manager

Vertical Solutions, LLC/Big Bend Tower; Tallahassee, Florida, July 2000 to October 2001 - Land Planner/Project Manager

Leon County Department of Community Development; Tallahassee, FL - Development Review Administrator (October 1997 to July 2000) Development Review Coordinator (June 1996 to October 1997)

St. Lucie County Department of Community Development; Fort Pierce, FL, May 1990 to June 1996 - Economic Development and Land Use Planner

#### PROJECT EXPERIENCE

**City of North Port**, **FL**: Preparation of analysis and update to the City's Unified Land Development Code including revising for consistency with the City's Comprehensive Plan and other regulatory plans and documents, and updating for consistency with State and Federal regulations.

**City of Tarpon Springs**, **FL:** Providing on-going planning services including staff to City boards and reviewing and preparing recommendations on site plans and plan amendments. Preparation of comprehensive plan and code amendments to address sea level rise and other needed updates for consistency with State Law and the Pinellas County mobility plan.

**Town of Belleair, FL:** Providing on-going planning services including responding to general zoning and development inquiries, coordinating with city staff on code interpretation questions, and recommending changes to the comprehensive plan and land development regulations as needed. Preparation of comprehensive plan and code amendments to address sea level rise and other needed updates for consistency with State law and the Pinellas County mobility plan.

**Sarasota County, FL:** Preparation of a Unified Development Code (UDC) that combined and updated the County's Land Development Code and Zoning regulations. The project included incorporation of existing technical manuals and regulatory provisions from the County's Comprehensive Plan into new UDC, and updating for consistency with State and Federal regulations.

**Town of Longboat Key, FL:** Preparation of analysis and update to the Town's zoning code, and prepare ordinance addressing redevelopment of nonconforming properties.

**City of Madeira Beach, FL:** Providing on-going planning services including reviewing and processing application submittals to the Planning and Zoning Department, responding to general zoning and development inquiries, coordinating with city staff on code interpretation questions, presenting applications to review boards, and recommending changes to the comprehensive plan and land development regulations as needed.

**City of Belleair Bluffs, FL:** Providing on-going planning services, and preparing an amendment to the City's Land Development Code to allow the development of townhouses in certain districts.

YEARS OF EXPERIENCE 29+

YEARS WITH THE FIRM 4

#### **EDUCATION**

Graduate Studies in Urban and Regional Planning University of Miami, Coral Gables, FL. 1990

BS, Economic with an emphasis in Economics of Industry, Florida State University, Tallahassee, Florida, 1987

Certificate of Planning Studies, Florida State University, Tallahassee, Florida, 1987

#### **CERTIFICATIONS**

American Institute of Certified Planners (AICP) #0132371997

LEED Accredited Professional - Building Design and Construction #10282703

# PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners

American Planning Association (APA)

South Walton Community Council

Forward Pinellas Citizens Advisory Committee

Clearwater Complete Streets Advisory Committee



## Casey Ogden, GISP GIS Coordinator

#### **SUMMARY OF QUALIFICATIONS**

Mr. Ogden has 18 years' experience in Geographic Information System technologies as an analyst and developer. He was involved in creating automation tools for the National Hurricane Center in Miami which included Tropical Storm Force Winds Time of Arrival, Tropical Cyclone Rainfall, and Hurricane Best Track products. He also has worked as a contractor for the Department of Defense primarily in Guam and Japan. Specific projects he led involved Water System Hydraulic Modeling, Property Record Development, Line of Sight Surveys, Space Use Management, Explosive Safety Site Approvals, and Topographic Surveys.

#### **EXPERIENCE**

**Calvin, Giordano & Associates, Inc.; Fort Lauderdale, Florida, GIS Coordinator, October 2018**- Present: Administer code enforcement web mapping applications through Geocortex Essentials/ Workflows for multiple municipalities. Streamlined updates to these sites by automating parcel and tax roll joins, writing to SQL Server and publishing to ArcGIS Server.

**Coastal Risk Consulting LLC; Plantation, Florida, Assistant CTO, January 2017** — **October 2018:** As GIS Team Lead and Assistant CTO, I fully automated CoastalRisk's Flood and Climate Risk Assessment reports by utilizing ArcGIS Modelbuilder, Python modules and scripts. Established various property specific tools that determine flood vulnerability by analyzing Parcels, Light Detection and Ranging (LIDAR), Tidal Gauges, Flood Zones (NFHL), and Storm Surge models (SLOSH). Product outputs include graphs, tables, and maps in a variety of formats. Additionally, I created Batch Scoring capability using inline variable substitution, isolating multiple cores and iteration.

Capstone Corporation; Yokosuka, Japan, GIS Planner, November 2015 – September 2016: Assisted Navy Region Japan's Emergency Management Division by maintaining the 'One Clear Picture' GIS web application. Duties included providing training to military personnel on techniques to broadcast Emergency Incidents to the region and establishing links/feeds from Disaster Monitoring Agencies. Utilizing Digital Elevation Models, I developed Building Risk Assessments for extreme tsunami scenarios.

**Cyberdata Technologies; Miami, Florida, GIS Specialist, October 2014** – **September 2015:** While onsite at the National Hurricane Center, I created and fully automated GIS tools that parse ASCII files to display Tropical Cyclone Rainfall and Hurricane Best Track operational products. Prototypes in alpha phase include Time of Arrival and Wind Speed Probability. I also participated in upgrades to the highly visible 5-day forecast cone interactive map product.

Cablevision Systems Corporation; Pompano Beach, Florida, GIS Data Engineer, August 2012 – June 2014: As GIS Lead, I managed contracts related to LIDAR and high-resolution aerial imagery in South Florida, Los Angeles and New York. With this technology, I performed Equivalent Power Flux Density (EPFD) analysis of potential service towers and directed site survey efforts to determine possible interference with alternative Direct Broadcast Satellite (DBS) providers. Additionally, I was responsible for identifying serviceable homes based on Line of Sight/Diffraction Analysis and Parcel/Tax Roll databases, which were the drivers for site selection, sales territory development and the mapping application utilized by door-to-door sales team. As Developer, I automated publishing of ArcGIS Server web services to report Wi-Fi antenna performance changes, as well as, co-developed Wi-Fi coverage prediction tool to measure dB loss from AP to customer.

YEARS OF EXPERIENCE

YEARS WITH THE FIRM

EDUCATION Master of Geography Florida State University 2004

Bachelor of Geography, Louisiana State University, 1999

CERTIFICATIONS & LICENSES GISP (GIS Professional) #82320

PROFESSIONAL AFFILIATIONS URISA



## Casey Ogden, GISP - Page 2

**DZSP 21 LLC; Hagåtña, Guam, Supervisor, GIS Coordinator, September 2008** – **July 2012:** Supporting Joint Region Marianas on the Base Operating Support Contract (BOSC), I managed various Firm-Fixed and Cost-Plus contracts by forming Statements of Work (SOW), developing Cost Estimates and delivering projects on time and within budget. As Project Manager, I maximized the in-house capability to provide substantial cost savings and supply the client with custom products related to Water System Hydraulic Modeling, Property Record Development, SCADA Line of Sight Surveys, Space Use Management, Explosive Safety Site Approvals, Topographic Surveys, GNSS/GIS Data Collection and Navy Utility Model Configuration.

As Supervisor, I managed a staff of ten GIS, CADD and Building Inspection professionals and responsible for ensuring that Contract Data Requirements List (CDRL) items are compiled and submitted. I was also accountable for seeing that Standard Operating Procedures (SOP), Quality Control Inspections (QCI), and Contingency Workbook materials were current and followed.

- **L-3 Communications; Lompoc, California, Senior GIS Analyst, January 2007 August 2008:** Assisted the 30th Space Wing's Civil Engineering squadron as Team Lead at Vandenberg Air Force Base by providing technical and tactical geospatial support to military personnel, civilians, and fellow team members. As Developer, I assisted in packaging dynamic link libraries (DLL) using VB6 to analyze missile safety zones, identify landscape management areas and detect airfield imaginary surface violations. Additionally, I was a key contributor in the VAFB fire department routing and time stamp calibration effort.
- **L-3 Communications; Yigo, Guam, Associate GIS Analyst, January 2005 April 2006:** Contributed to the mission of the 36th Civil Engineering squadron at Andersen Air Force Base by training military personnel in the operation of survey/resource grade GPS instruments and the collection of utility, environmental, airfield and infrastructure for vector data development. Additional responsibilities included creating viewers using ArcSDE to filter and shield Oracle data warehouse.

City of Orlando (Fire Department); Orlando, Florida, GIS Technician III, March 2001 – March 2003: Supported field operations by maintaining and updating AS/400 computer-aided dispatch system while participating with development team in the migration of this legacy system to Motorola Printrak's spatially enabled CAD system. Other duties included map production and performing non-spatial database integration with GIS, including interoperability support to supply Pre-Fire Planning Initiative and aid address standardization.



# Silvia E. Vargas, FAICP, LEED AP Principal Planner

#### **SUMMARY OF QUALIFICATIONS**

Silvia is a professional planner with vast experience throughout the U.S. and abroad. After starting as a public sector planner in the Florida Keys, Silvia's subsequent private practice spans planning projects at every scale, in urban, suburban and rural contexts. She has directed some 24 region-wide, county, and municipal comprehensive plans, many of which have received national or state awards for planning excellence from APA and other professional organizations. Silvia has also led numerous community visioning processes, parks and open space plans, regulatory codes and design standards, university campus master plans, community revitalization processes, and placemaking initiatives. Silvia is a skilled Project Manager and an imaginative and dynamic facilitator who specializes in designing and executing creative public engagement processes. Her background and experience give her great competence and sensitivity toward the challenges of collaborating with diverse stakeholders in the planning process.

#### SELECT COMMUNITY PLANNING EXPERIENCE

Town Center North Overlay Re-Visioning, City of Sunny Isles Beach, FL. Silvia led the execution of a values-driven public engagement re-visioning project for the City of Sunny Isles Beach. After discovering an inconsistency between its Zoning Code and Comprehensive Plan that led to a highly contentious public environment, the City asked Silvia to design a public engagement process that would prioritize listening to the community to inform recommendations for resolving the discrepancy. Silvia conceptualized outreach tools and materials working with the City's Public Information team and designed a series of engagement activities designed to capture constructive public opinion and to identify consensus areas. (Facilitator/Public Engagement Manager/Planner at CGA)

Indiantown Land Development Code, Village of Indiantown, FL. Silvia developed and implemented the public outreach and information program for CGA-led Land Development Code preparation process – the Village's first. Silvia's role included preparing press releases, advising the Village on the development of a project webpage embedded in the Village's website, soft branding, drafting articles (or editing articles by others), advising the Village on social media posts, working with local partners, and preparing outreach materials (posters, flyers, interactive boards) for all public engagement activities contemplated in the LDC process, which Silvia facilitated. Silvia ensured that all materials were bilingual (Spanish/English) to serve the multicultural needs of the local population. (Planner, Public Engagement Manager at CGA)

**Zoning Code Update. City of Pembroke Pines, FL.** Silvia developed the public outreach and engagement plan for this CGA project which involves updating the City's 50-year old Zoning Code to be streamlined, modern, and user-friendly. Silvia role included directing the design, development and maintenance of a project microsite, providing guidance for a project-related social media campaign, writing or editing articles and press releases to promote the project, and design and facilitation of all public outreach and related activities for public engagement events. (Public Engagement Manager at CGA)

**Urban Form and Density Study, City of Wilton Manors, FL.** Silvia conceptualized the public engagement activities for this CGA study, which examined Wilton Manors for the potential to accommodate additional density in select parts of the City with appropriate form recommendations to maintain compatibility and protect existing single-family residential neighborhoods. Silvia designed the key interactive event which included a combination of high-tech instant polling exercises and low-tech input interactions. (Public Engagement Coordinator at CGA)

YEARS OF EXPERIENCE

YEARS WITH THE FIRM 2 1/2

#### **EDUCATION**

Master of Urban Planning, University of Kansas (1993)

Bachelor of Arts, Architectural Studies, University of Kansas (1991)

# CERTIFICATIONS AND LICENSES

American Institute of Certified Planners (AICP) No. 087875

LEED Accredited Professional (Legacy)

# PROFESSIONAL AFFILIATIONS

American Planning Associates (APA)

Urban Land Institute (ULI)

ULI Women's Leadership Initiative (WLI)

U.S. Green Building Council (USGBC)

#### **HONORS**

Fellow of the American Institute of Certified Planners (AICP), Class of 2020

Distinguished Alumna, University of Kansas School of Architecture and Design, Class of 2017



## Silvia E. Vargas, FAICP, LEED AP, Page 2

Land Use Plan, Major Street Plan and Ordinance Update, City of Mobile, AL. Silvia assisted the City of Mobile in updating the City's Future Land Use Map and the Major Street Plan, which provides guidance for right-of-way dedication during subdivision and rezoning approval processes. Neither document had been replaced in almost 50 years and had only be amended in piece-meal fashion. The update process involved a series of interactive technical agency and stakeholder engagements designed to (1) ascertain the alignment of current plans and policies with Map for Mobile; (2) identify investment and capital priorities; and (3) formulate a long-term land use pattern and linked transportation network to help the City meet the Map for Mobile mandate, while informing the zoning and LDR update. Leveraging input received from the engagement activities, Silvia worked with the consultant team to develop new or revise existing zoning districts and development regulations, consistent with the new FLUM and MSP. (Facilitator/Professional in Charge while at SEVPC)

Comprehensive Plan and LDC Analysis, Winter Park, FL. Silvia reviewed the effect of existing policies and regulations on the City's economic vitality. Aside from specific plan and code issues that the City could solve, the review revealed an absence of consensus on community vision and clear long-term economic development goals. Silvia recommended that the City engage in a community-wide visioning process, which the City has done since. (Professional in Charge while working for another company.)

**Plan Houston, Houston, TX.** Silvia was a Project Manager and policy planner on the consulting team which developed Plan Houston —the first general plan for the City of Houston. Plan Houston is an ambitious effort to take over 150 existing visions, plans, studies and strategies previously created by different city departments and organizations from all aspects of the community and weave them into one cohesive citywide vision and a set of clear policy directives to guide Houston's future. Developed through a nontraditional planning process, Plan Houston has been effective in bringing community partners together to envision the future. The collaborative approach will align existing city plans and policies, improve intra-departmental communication, and increase operational efficiency. (Professional in Charge while at WRT)

PlanLafayette, Lafayette Parish and City of Lafayette, LA. Silvia served as Project Manager for an ambitious community planning initiative in Lafayette Parish. PlanLafayette aligns land use, transportation and utility planning through the Future Land Use Map in order to consume less land, reduce the cost of service provision, and encourage more livable development patterns. Simultaneously with the comprehensive plan process, Silvia led the preparation of complementary district-scale plans to implement specific policies of PlanLafayette for downtown Lafayette and several small areas around the city, as well as a new Unified Development Code, a capital improvement plan, and training materials for a new citizen leadership and neighborhood planning program. (Role: Professional in Charge while at WRT)

**Other Relevant Assignments:** Pinellas County (FL), Hillsborough County (FL), Leon County (FL), Galveston (TX), Georgetown (TX), Celina (TX)



## Xavier R. Falconi, PE

Director, Traffic Engineering Department

#### **SUMMARY OF QUALIFICATIONS**

Mr. Falconi has more than 30 years of experience in providing transportation planning and traffic engineering services. As a former Transportation Program Manager for both the City of Delray Beach and the City of Miami Beach, Mr. Falconi is an expert in managing the planning, design and construction of multimodal transportation projects, including micro-mobility. He is passionate about bicycle and pedestrian safety. Recently, he led the effort to implement the City of Delray Beach Complete Streets Policy, including providing a training program for all city departments. Mr. Falconi has worked extensively with the Florida Department of Transportation (FDOT) as well as multiple counties and municipalities on various types of transportation projects. He has also conducted many public meetings for the development and execution of transportation projects. In addition, Mr. Falconi served as the State Access Management Engineer for the Oregon Department of Transportation (ODOT), where he managed the Access Management Program.

#### **EXPERIENCE**

Travel Time and Delay Study, City of Port St. Lucie, Florida. Project Manager: Served as the principal contact and contract manager to the Port of St. Lucie City Transportation Engineer in making sure the work is completed according to schedule and budget. Also, provided QA/QC in the preparation of the reports that will be delivered to the client for each of the three tasks for this project. This work was to perform a Travel Time and Delay Study to evaluate the performance of Port St. Lucie Boulevard along nine intersections, from the I-95 northbound off/on-ramp terminal intersection to the Bayshore Boulevard intersection. The corridor length encompassing these nine signalized intersections is 2.8 miles. The goal of the study was to evaluate the efficiency of this corridor before, and after the adaptive signal system (Rhythm Engineering InSync) improvements were made to the signals along this corridor. The City of Port St. Lucie owns all of the nine traffic signals located along this corridor. Except for the signal at the I-95 northbound off/on-ramp terminal, which is owned by FDOT, but is maintained by the City.

**Districtwide Access Management, FDOT District 4, Florida. Project Manager:** Mr. Falconi served as the Project Manager for the daily administration of the Districtwide Access Management Contract with FDOT District 4. His main task was to manage activities conducted by the firm to ensure the satisfactory completion of the contract requirements. He worked closely with the FDOT District 4 Project Manager assigned to this contract. Mr. Falconi also monitored the time that each of the personnel assigned to this work so that it can be accounted with the monthly invoices to FDOT. He also attended as an observer pre-application and Access Management Review Committee meetings to gain an understanding of how those meetings are conducted to be able to support the personnel assigned to this contract.

Young Circle Roadway Redesign, City of Hollywood, Florida. QA/QC Manager: Traffic analysis for the redesign of the 1000-foot diameter Young Circle in Downtown Hollywood, Florida. This project included traffic engineering services including data collection, SimTraffic illustrative traffic simulation, conceptual planning-level cost estimates, and participation in stakeholder meetings. Mr. Falconi was responsible for providing QA/QC review for this project.

Palmetto Bay Downtown Redevelopment - Traffic Impact Analysis, Village of Palmetto Bay, Florida. QA/QC/Client Manager: Mr. Falconi performed a Traffic Impact Analysis for the Downtown Redevelopment of the Village in Palmetto Bay, FL. The proposed project consists of multi-family residential uses, as well as potential retail and office land uses. The objective of this study is to assess the project's impact on the surrounding transportation network and to determine if adequate capacity is available to support future demand. Also, the study will summarize the data collection, project trip generation, and capacity analysis. Mr. Falconi was responsible for providing QA/QC review for this project.

YEARS OF EXPERIENCE 30+

YEARS WITH THE FIRM

<1

#### **EDUCATION**

Bachelor of Science in Civil Engineering, Portland State University

Executive Certificate, Project Management, Florida Atlantic University

Post Graduate Courses, Transportation Engineering/ Transportation Planning

# CERTIFICATIONS & LICENSES

Florida PE No. 46054, 1992

# PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers (ITE): Past President, ITE Oregon Section; Current ITE Member

ITE Advocacy Committee Member

National Access Management Committee, Transportation Research Board (TRB): Past Member

Palm Beach TPA, Technical Advisory Committee, Vice Chair, 2017 - 2018

Palm Beach TPA, Complete Streets Committee, 2017

Miami-Dade TPO Bicycle Pedestrian Advisory Committee, Vice Chair, 2015

CNU of the Palm Beaches, Founding Member, 2019

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## Xavier R. Falconi, PE, Page 2

General Engineering Consultant, Village of Palmetto Bay, Florida. Project Manager: Mr. Falconi worked with the Village of Palmetto Bay on improving mobility, accessibility, and traffic safety in their transportation system. As part of this work, he worked with the Village, Miami-Dade County, and FDOT on various traffic studies to mitigate traffic congestion. As an example, and as part of improving mobility in the Village, he worked with the County in assessing the potential of replacing four traffic signals along Old Cutler Road with roundabouts. The Synchro model for existing traffic conditions with the proposed roundabouts shows that they will provide a significant improvement in traffic circulation along Old Cutler Road within the limits of the Village. This study also assisted in mitigating traffic intrusion into the local neighborhoods, which will help in addressing traffic safety for the Village residents.

**Transportation Program, City of Delray Beach, Florida. Project Manager:** Served as the Principal Project Manager for the City of Delray Beach Transportation Program. His scope of work included the day-to-day administration of 14 Palm Beach Transportation Planning Agency (TPA) Grants, with a budget over \$15 million, and coordination with Palm Beach County, FDOT, and the TPA.

**Traffic Calming Program, City of Delray Beach, Florida. Lead Engineer:** Mr. Falconi's duties included evaluation of the data collected and responding to requests from residents and public officials regarding the installation of traffic calming devices. In addition to the day-to-day management of the Traffic Calming Program for the City; Mr. Falconi conducted public meetings to present findings and information, as well as to provide solutions to traffic calming concerns by the City's policies.

**Complete Streets Policy, City of Delray Beach, Florida. Project Manager:** As the primary lead for the implementation of the City of Delray Beach Complete Streets Policy, Mr. Falconi coordinated with all City Departments on the development of design plans, budgets, and construction-related projects, and conducted extensive training for City staff on the purpose and implementation of the Delray Beach Complete Streets Program.

**Bicycle/Pedestrian Facilities, City of Delray Beach, Florida. Project Manager:** As Project Manager for the design of various transportation projects, served as the lead engineer in the development of concepts and designs for bicycle and pedestrian facilities. The City of Delray Beach was moving in the direction of developing and constructing a protected bicycle facility system citywide. This required extensive coordination with other transportation partners such as Palm Beach County, Palm Beach TPA, FDOT as well as other cities in the vicinity of the location of these projects.

**Principal Engineer, City of Delray Beach, Florida:** Served as Principal Engineer and Advisor to the City of Delray Planning Department providing review and recommendations on development applications impacting the City's transportation system. Provided recommendations on the analysis of traffic impact studies. Attended public meetings with Planning Commission and City Commission to present testimonials on behalf of the City.

**Trolley System, City of Delray Beach, Florida. Project Manager:** Served as Project Manager for the day-to-day operation of the Trolley System for the City of Delray Beach. Mr. Falconi managed several grants provided by the Palm Beach TPA and worked with businesses, community partners, and other City Departments to address the needs of the Trolley riders. Developing an app for use on the route allowed Trolley passengers to determine wait times at designated stops and locate the Trolley transporting passengers from the Delray Beach Tri-Rail Station to the beach along A1A and back.

**Project Manager, City of Miami Beach, Florida:** Project Manager and Principal Engineer in the development of the City of Miami Beach Transportation Element. Included developing a comprehensive set of goals and policies to address the City's transportation goals and objectives. He has served as the lead presenter at four community-wide meetings and formal presentations to the City Commission.

**Bicycle and Pedestrian Master Plan, City of Miami Beach, Florida:** Developed the City of Miami Beach Bicycle and Pedestrian Master Plan. This master plan included establishing a comprehensive set of guidelines to address the connectivity of a safe and efficient network of pedestrian and bicycle facilities throughout the City. The Plan also included a bicycle parking plan to address the needs of residents that used the bicycle as recreation and mode of transportation.

**Bike Share Program, City of Miami Beach, Florida:** As the City's Transportation Manager, Mr. Falconi was instrumental in the development of the first citywide Bike Share Program. The Program consisted of establishing bike stations throughout the City to assist residents and visitors with their transportation needs. The City's Bike Share became among the ten most successful programs nationally for cities of similar size to Miami Beach. Some of the bike stations reported utilization of more than 4,000 trips daily.



# Sandra Lee, AICP CEP, LEED AP BD+C, CFM

Director, Environmental Services

#### **SUMMARY OF QUALIFICATIONS**

Ms. Lee has over 25 years of professional experience and heads up CGA's Environmental Department. Ms. Lee provides floodplain management and sustainability planning services; and provides MS4 NPDES permit reporting services. Additionally, in general, Ms. Lee: provides environmental permitting services at the local, state and federal level; coordinates interagency and multi-disciplinary team efforts; provides tree mitigation plans and tree removal permitting services; conducts wetland delineations and wetland functional assessments; designs wetland mitigation areas and provides bidding and construction oversight services for the construction and installation of mitigation areas; provides technical support, environmental resource management, and environmental and resiliency planning services to municipalities; and manages field staff conducting wildlife and habitat assessments, imperiled species surveys and compliance monitoring reporting.

#### FLOODPLAIN MANAGEMENT EXPERIENCE

**Community Rating System (CRS), City of Weston.** Compile and submit the annual re-certification documents for continued participation in the CRS program of the FEMA National Flood Insurance Program (NFIP). Prepared all documentation and coordinated a Verification Visit to obtain an upgraded CRS score for the City under a new CRS Manual. Participated in the Community Assistance Visit (CAV) and received confirmation the City is implementing their floodplain management program in compliance with the requirements of the NFIP. Provide floodplain management assistance and reviews for Elevation Certificates.

**Floodplain Review, City of Fort Myers Beach.** Provide review of development applications for compliance with the FEMA National Flood Insurance Program and the local floodplain Ordinance approved by FEMA. Review Elevation Certificates

#### **ENVIRONMENTAL PLANNING EXPERIENCE**

**Resiliency Code Updates, Wilton Manors.** Reviewed the City's land development code to update and incorporate amendments to increase resiliency throughout the entire code. Numerous section of the code were updated.

**Bio-Diversity Survey, Miami Lakes.** Conducted the field inspections to collect plant diversity data within the dense canopy covered 6.2 acres area referred to as 'Maddens Hammock' Collected field data; photo-documented the site; and produced a report on the field inspection findings with table of species observed, general comments on the site condition, invasive species coverage, and condition of native vegetation.

#### **COMPREHENSIVE PLANNING EXPERIENCE**

**Fort Pierce.** Provided the re-write of their Coastal and Conservation Elements.

**Parkland.** Completed an extensive update of their Conservation Element.

**West Park and Loxahatchee Groves.** Produced the Conservation Elements for their new Comprehensive Plans upon incorporation of these Towns.

**Marathon.** Worked extensively on the first draft of the City's Comprehensive Plan upon incorporation of the City.

Martin County, St. Lucie County, Malabar, Surfside, Lauderhill, Wilton Manors, South Miami, Miami Gardens, Pompano Beach, Pahokee and Weston. Worked on their Comprehensive Plan Evaluation and Appraisal Report amendments and plan updates including incorporating the 'Peril of Flood' legislation into the coastal elements. Created a Climate Change Element for the City of Pompano Beach.

YEARS OF EXPERIENCE 25+

YEARS WITH THE FIRM 20

#### **EDUCATION**

M.A. Biology/Ecology, Magna Cum Laude St. Cloud State University, Minnesota

B.A. Biology/Botany, Magna Cum Laude St. Cloud State University, Minnesota

# CERTIFICATIONS AND LICENSES

American Institute of Certified Planners No. 018627

Green Building Certification Institute LEED AP BD+C No. 10215598

Association of State Floodplain Managers CFM No. US-07579

Florida DEP Qualified Stormwater Management Inspector No. 5889

# PROFESSIONAL AFFILIATIONS

US Green Building Council Florida

South Florida Association of Environmental Professionals

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## Sandra Lee, AICP CEP, LEED AP BD+C, CFM, Page 2

Weston, Parkland, Surfside, Hollywood, Pahokee, Malabar and Port St. Lucie. Worked on their Comprehensive Plan Evaluation and Appraisal Reports (EAR).

#### **GRANT EXPERIENCE**

**Dania Cove Park, Dania Beach.** Coordinated with the County and State on gaining approval for the project site design, tracked all expenditures and processed and obtained all grant disbursements for the City from the Florida Communities Trust and the Parks for People Grants for the site development, and closed out the grants.

**Stormwater Improvements, West Park.** Tracked all expenditures and processed and obtained all grant disbursement funds for the City from South Florida Water Management District and a Florida Department of Environmental Protection grant.

**Sanitary Sewer Improvements, Surfside.** Tracked all expenditures and processed and obtained all grant disbursement funds for the City from a Florida Department of Environmental Protection grant.

**Drainage Improvements, Surfside.** Tracked all expenditures and processed and obtained all grant disbursement funds for the City for two Florida Department of Environmental Protection grants.

**Bonaventure Pump Station and Drainage Improvements, Weston.** Applied for, obtained and tracked all expenditures, and processed and obtained all grant disbursement funds from a FEMA Hazard Mitigation grant administered through the Florida Division of Emergency Management for the Bonaventure Pump Station and Drainage Improvements project. Compiled the grant final report and closed out the grant.

**Miromar Lakes CDD**, **Lee County**. Applied for, obtained and tracked all expenditures, and processed and obtained all grant disbursement funds, from a FEMA grant to obtain reimbursement for disaster debris clean up and repairs after Hurricane IRMA.

#### **ENVIRONMENTAL RESOURCE PERMITTING EXPERIENCE**

Dania Basin 5 Drainage Improvements, Dania Beach. Designed and permitted a unique bio-swale stormwater improvement system to benefit both the developed and adjacent natural habitats. Conducted all site and wetland functional assessments for permitting and processed permits through the US COE, the South Florida Water Management District and Broward County; permitting required extensive negotiation with various Divisions of Broward County for use of County land that is designated wilderness area, mangrove habitat, and serves as a buffer to West Lake Park. The project required the development of an Agreement with the County and the City requiring approval by the County Commission. The construction of the bio-swale required unavoidable impacts to wetlands; however, the swale design included enhancements that created greater wetland functional gain than the functional loss through the impacts. The project restored historic sheet flow of freshwater to the West Lake Park habitat.

**George English Park, Fort Lauderdale.** CGA provided a design plan to demolish and replace aging boat ramps to accommodate larger vessels and provide floating docks on each side of the ramps that are longer than the previous fixed docks. An additional floating dock was also added to an existing docking facility on the northern side of the basin to accommodate other park recreational activities. Conducted the site assessments, designed a mangrove mitigation planter and processed and obtained environmental permits form the US ACOE, Broward County and the SFWMD.

Intracoastal Park Seawall, Sunny Isles Beach. CGA environmental staff obtained immediate emergency authorization from the jurisdictional agencies to begin repairs on a collapsed portion of seawall along the City's Intracoastal Park and kept DERM the US COE, and DEP continuously apprised of all activity. CGA quickly responded to the City's request for design, permitting and construction inspection of the emergency demolition and replacement. Due to the age and deteriorated state, the entire 669 linear feet of seawall was replaced. CGA expedited the permit review process while the Contractor was on-site performing emergency repairs.

**Seawall Replacements, Town of Surfside.** Conducted benthic assessments on all Town owned seawalls and immediate submerged lands and obtained permits from FDEP, US COE and Miami-Dade DERM to replace and elevate all Town owned seawalls.



## Robert C. Collins, AICP Principal Planner

#### **SUMMARY OF QUALIFICATIONS**

Mr. Collins is a Principal Planner with extensive experience working in many facets of a public planning department including managing and reviewing current planning projects; land development, permit and zoning review; developing and administering comprehensive plans and amendments; and managing and coordinating multifaceted community revitalization and conservation plans and projects. Mr. Collins has worked on preparing and processing many municipal comprehensive plans; evaluation and appraisal reports and reviews (EARs) and associated comprehensive amendments (10 since 2016); water supply facilities work plans and amendments; and specialize land use amendments. He also has experienced in community outreach and citizen interaction and is a skilled presenter, communicator, and facilitator of public meetings, community participatory workshops and multidisciplinary teams.

#### **EXPERIENCE**

**Town of Medley, FL: Consultant Town Planner:** Lead planner for all planning and zoning activities for the Town including reviewing land development and zoning applications, building permits, certificate of use applications and responding to zoning inquires. Responsibilities include leading the Development Review Committee (DRC) and preparing comprehensive plan amendments and water supply plans as needed.

City of Wilton Manors, FL: Comprehensive Plan Update and Land Development Code Revisions: Project Manager for several projects which included an extensive review and update to the City's Comprehensive Plan and a resiliency review of the City's Unified Land Development Code. The City's current documents were viewed as out-of-date and inconsistent. The revisions included addressing the City's desire to encourage sustainability and resiliency related to potential impacts from sea level rise and climate change.

City of Pembroke Pines, FL: Land Development Code Update: Project Manager for the project which includes review and update to the City's Land Development Code (Zoning Code). Revisions include addressing the City's desire to simplify and condense the Code by adding table, charts and graphics. Primary goal also includes updating the Code to be more in line with the changing dynamics of the City.

**City of South Miami, FL: Comprehensive Plan and Land Development Code Revisions:** Project Manager for the project which included an extensive review and update to the City's Comprehensive Plan and Land Development Code. The City's current documents were viewed as out-of-date and inconsistent. The revisions include addressing the City's desire to encourage sustainability, environmental qualities, and adaption to potential sea level rise and climate change. The Comprehensive Plan update included State required EAR-Based Amendments.

**St. Lucie County, FL: Comprehensive Plan EAR Based Amendments:** Project Manager for the County's 2018 Comprehensive Plan EAR-Based Amendments which were based on changes to State Statutes, local situations and conditions, and to make the documents up-to-date. The amendments included responding to the Peril of Flood Legislative changes and a focus on resiliency planning related to increases in storm impacts and frequencies.

**City of Weston EAR-Based Amendments; Weston, FL:** Project Manager for the City's 2016 update to the City's Comprehensive Plan based on evaluation and appraisal requirements within State Statutes. The amendments included a focus on changes to local situations and conditions; changes to State Statutes; and the latest data and information available.

YEARS OF EXPERIENCE 24

YEARS WITH THE FIRM

#### **EDUCATION**

MPA, Public Administration, Management, The George Washington University

BLA, Landscape Architecture & Urban Affairs, Virginia Tech

# CERTIFICATIONS & LICENSES

American Institute of Certified Planners (AICP) No. 022119

PROFESSIONAL AFFILIATIONS

American Planning Association (APA)

Florida American Planning Association (FAPA)

Florida Planning and Zoning Association (FPZA)



## Robert C. Collins, AICP, Page 2

**City of Pompano Beach, FL: Comprehensive Plan Update:** Project Manager for the City's 2019 Comprehensive Plan Amendments which were based on changes to local situations, conditions and the need to update the 10-year old document. The amendments include a focus on climate change and resiliency planning with a Climate Change Element being developed and added to the Comprehensive Plan.

**Town of Surfside, FL: Comprehensive Plan EAR-Based Amendments:** Project Manager for the Town's 2017 Comprehensive Plan EAR-Based Amendments which were based on changes to local situations, conditions and data as well as changes to State Statutes. The amendments included a focus on resiliency and sustainability of the community relating to climate change and sea level rise potential impacts.

**City of Miami Gardens EAR-Based Amendments; Miami Gardens, FL:** Prepared the City's 2017 update the City's Comprehensive Plan based on: changes to local situations and conditions; changes to State Statutes; and the latest data and information.

**Town of Surfside, FL: Consultant Town Planner:** Assist in planning and zoning activities for the Town including reviewing development review applications, building permits and responding to zoning inquires



# **Daniel Mantell** *Planner*

#### **SUMMARY OF QUALIFICATIONS**

Mr. Mantell is a Planner who brings versatile skill sets acquired over 6 years of Urban Design and Urban Planning related studies and over 3 years of experience with a private planning organization. Mr. Mantell's wide array of planning and design experience includes: comprehensive planning, land use, zoning, evaluation and appraisal reports and amendments; strategic visioning; development standards diagrams; conceptual plans and modeling; development review; site plan review & research; zoning reviews and inspections; code writing; communications and zoning inspections.

#### **EXPERIENCE**

**Plan Review Services:** Fort Myers Beach (FL) | Highland Beach (FL) | Surfside (FL) | Weston (FL) | Sunny Isles Beach (FL). Provides planning and zoning activities for these municipalities including zoning reviews, development review applications and permit applications.

**City of Cape Coral, FL: Land Use Development Regulations Update:** Provided assistance for the update of the City's Land Use Development Regulations. The approach shall be a proposed form-based-code, where appropriate, or a hybrid of the Euclidian based code and a form-based code. The City is most interested in protecting the character and integrity of single-family neighborhoods, streamlining permitting, and creating a quality urban environment.

**City of Hialeah, FL: City of Hialeah Comprehensive Plan Update:** Provided assistance for the Evaluation and Appraisal Report (EAR) was a State-mandated evaluation and update of the comprehensive plan. This major effort to update the Plan was undertaken to review all existing policies in the Plan and recommend revisions as necessary.

**City of Plantation, FL: Unified Land Development Code Revisions:** Provided assistance for the project which focused on consolidating the City's zoning ordinance, subdivision/platting ordinance, landscape ordinance, and signs and advertising ordinance, into a cohesive, unified land development code. This effort is not a major rewrite of the code but more of a reorganization to be user-friendly, easy to read, understand, and interpret for all users.

**City of South Miami, FL: Comprehensive Plan and Land Development Code Revisions:** Planning Assistant for the project which includes an extensive review and update to the City's Comprehensive Plan and Land Development Code. They City's current documents are viewed as out-of-date and inconsistent. The revisions include addressing the City's desire to encourage sustainability, environmental qualities, and adaption to potential sea level rise and climate change. The Comprehensive Plan update includes State required EAR-Based Amendments.

**City of Lighthouse Point, FL: Consultant City Planner:** Assist in providing various planning services to the City. CGA functions as the City Planners. Assistance includes zoning reviews, permit applications, zoning inspections, site visits and zoning inquiries.

**Town of Surfside, FL: Consultant Town Planner:** Assist in providing various planning services to the Town. CGA functions as the Town Planners. Assistance includes review of land development site plans, comprehensive plan amendments, land use amendments, zoning inquiries, variances and rezoning applications, and conceptual 2D and 3D modeling. Specifically, Mr. Mantell has prepared conceptual 2D + 3D modeling for special projects related to resiliency and sea level rise.

Indoor Air Quality (IAQ) Inspections: Conducts IAQ inspections throughout the South Florida Area.

YEARS OF EXPERIENCE 3+

YEARS WITH THE FIRM

#### **EDUCATION**

Masters of Urban & Regional Planning, Florida Atlantic University

Bachelor of Urban Design, Florida Atlantic University

Associates of Science in Forestry & Environmental Ecology, Indian River State College

# CERTIFICATIONS & LICENSES

Certified in Permaculture

Certified CPTED Security Practitioner

# PROFESSIONAL AFFILIATIONS

Graduate Teachers Assistant, Urban & Regional Planning Department, Florida Atlantic University

Member of the National Society of Leadership & Success



### Gianno Feoli

## Landscape Architecture & Urban Design, South Florida Region

#### **SUMMARY OF QUALIFICATIONS**

Mr. Feoli leads the Landscape Department in creative design strategies for urban environments with specialties including urban design, contextual analysis and branding. He will contribute his experience in providing CGA's master planning, transit-oriented designs, community participation efforts and graphic communication services. His experience has encompassed a wide array of project-types, and his strengths lie in connectivity plans, streetscapes and urban interventions, park design, and form-based urban designs and planning strategies.

#### **EXPERIENCE**

**Doral Boulevard Beautification Master Plan, Doral, FL Project Manager, Lead Designer, Workshop Facilitator; Client: City of Doral:** Responsible for crafting a streetscape and urban design master plan for Doral Boulevard envisioned as the primary emblem of the City. Mr. Feoli was responsible for all landscape and planning components of the project, which created distinct planning 'character' zones that would impact relationships of the built environment with the resultant quality of spaces being generated, the creation of dedicated public realm components and design standards for each, access management design recommendations, signage and gateway features, and identifying architectural relationships to improved sidewalk design and parking design recommendations. This document and its vision has been the guiding document for all areas abutting the Boulevard and has been used by the City as a contributing guide for the development of Downtown Doral, focused on safe, pedestrian-friendly, high- quality environments.

North Shore Open Space Master Plan; Project Manager, Lead Designer, Public Outreach Facilitator; Client: City of Miami Beach: Responsible for the development of a future 26-acre waterfront park at the City's northernmost end will create a more inviting, iconic and safe amenity, serving the City's North Shore community, which will enhance access to the waterfront and preserve large patches of natural beachfront habitat. The team will provide needed improvements including public space design, iconic elements, pedestrian entrances, multi-use spaces, pedestrian beach access, multi-use walkways, branding, lighting and open areas, art-in-public spaces, sustainability standards for development and design, while also integrating it with the surrounding neighborhood.

**Lloyds Estate Drainage Park Project, Oakland Park, FL Lead Designer; Client: Oakland Park, FL:** Responsible for the programming and design of the project site, conducting the necessary public outreach to gather Commission approval and coordinating important aesthetic and sustainable improvements with engineering needs of the project. Mr Feoli was responsible for the conceptual design of all material selections and palette, retaining walls, fences, lighting, branding elements, and planting.

Middle Beach Recreational Corridor, Miami Beach, FL; Assistant Project Manager, Lead Designer, Public Outreach Facilitator; Client: City of Miami Beach: Responsible for coordinating all engineering and environmental efforts associated this 2-mile long linear multi-use trail project on State- owned lands, as well as responsible for all planting and hardscape design and public outreach. Mr. Feoli conducted one-on-one meetings with over 39 condominium properties to gather support for the project, responded to residents' concerns, and addressed design restrictions set forth in the Florida Administrative Code and balance those against resident's expectations. Mr. Feoli is also responsible for coordinating all State and local agency permitting processes and negotiating with the FDEP dimensional restrictions on the beach walk's width to meet the directives of the City Commissioners.

YEARS OF EXPERIENCE

**YEARS WITH THE FIRM** 15

#### **EDUCATION**

Master of Landscape Architecture - Florida International University (FIU) School of Architecture Miami, Florida

B.A., Architectural Studies
- Florida International
University (FIU) School of
Architecture Miami, Florida

# PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

Underline - Design Advisory Committee



## Giano Feoli, Page 2

**Oakland Park Station, Oakland Park, FL Project Manager, Lead Designer; Client: City of Oakland Park:** Responsible for all conceptual design, site, design and construction design detailing of a public plaza at the terminus of the City's culinary district. The design effectively created flexible public environment that could be used as event spaces and could accommodate the needs of City in continuing its adopted branding through the use of elements, furnishings, paver palettes and lighting. The project's challenging shallow dimensions required innovative solutions to address ADA access to adjacent buildings finished floors while maximizing opportunities for the use of space, addressed through the creation of stage settings that served as landings while providing the project with much needed opportunities to create users' public real engagement and interactions.

**98th Street Park, Bay Harbor Islands, FL Project Manager, Lead Designer; Client: Town of Bay Harbor Islands:** Responsible for all public outreach, site design, construction detailing, material and planting design of a neighborhood passive park. The park includes a small dog park area, flexible open space, children's play areas, an interactive water feature and a restroom facility. Mr Feoli was responsible for all design components of the park project, including guiding and coordinating the design of the restroom facility and all necessary public outreach through both the Parks and Recreation Committee and the Town Council.

**92nd Street Park, Bay Harbor Islands, FL Project Manager, Lead Designer; Client: Town of Bay Harbor Islands:** Responsible for all public outreach, site design, construction detailing, material and planting design of a 2-acre urban community passive park. The park includes a small dog park area, flexible open space, outdoor exercise areas, ample shaded seating, parking, furnishings, and urban plaza and solar- powered security lighting. This project was designed, engineered, detailed and constructed on a fast-track to meet very restrictive deadlines of grant funding that had been previously secured by the Town.

**Beachwalk Master Plan, Surfside, FL Project Manager, Lead Designer; Client: Town of Surfside:** Responsible for the conceptualization and master plan of a 1-mile linear park as a erosion control strategy and connecting all street-end plaza components with access to the beach. This project included dune and turtle habitat restoration, branding sculptures, salt-tolerant plantings, public art branding components, and specialty paving design. Mr Feoli was responsible for all public outreach associated with the project.

Rolling Oaks Park Wayfinding Sign Package, City of Miami Gardens, FL; Branding Designer: Developed a signage and wayfinding package to provide identification and orientation to users. The signage package was developed as an interchangeable modular system that could be easily customized to meet the unique needs of other park and public amenity areas and that could be placed on project sites as well as within the public ROW. The design was heavily influenced by concerns of safety and its ability to withstand graffiti and vandalism.

Dania Cove Park Narrative Signage, Dania Beach, FL; Branding Designer: Developed a series of narrative signs for inclusion in the park design to celebrate the history of the City and the planting selection as a tool to provide an educational component informing park users on the importance of the flora, fauna and natural environment's contributions to the City's identity.



# Vickki Placide-Pickard Planning Administrator

#### **SUMMARY OF QUALIFICATIONS**

Ms Placide-Pickard is an experienced Community Development professional with a demonstrated history of working in the Government Administration industry as well as skilled in Federal Grant administration, Neighborhood Planning, Strategic Planning, Economic Development, Policy Analysis, Intergovernmental Affairs, Community Outreach, Grant Management and Non-Profit Management.

#### PROJECT EXPERIENCE

City of Deerfield Beach, FL – Legislative and Community Affairs Director: Ms. Placide-Pickard developed and implemented the City's intergovernmental relations efforts at the local, state and federal levels and provided delegation updates. Also partnered with South Florida Community Land Trust to develop single-family affordable homes in the City. Acted as the City's liaison between civic and nonprofit groups to address housing and community outreach initiatives. Served on the City's Strategic Planning Committee and led the project management team for the development of the Branhilda Richardson Knowles African American Memorial Park and Historic Cemetery. Ms. Placide-Pickard oversaw all facets of federal, state and local grant programs including Strategic Planning, Budgeting, Financial Analysis, Compliance and Performance Assessments.

City of Coral Springs, FL – Community Development and Housing Administrator: Ms. Placide-Pickard developed and managed community development and affordable housing programs; co-authored the City's Affordable Housing Ordinance; prepared the housing, intergovernmental and capital improvement elements of the Comprehensive Plan and Evaluation Appraisal Report. Also maintained the division's operational and capital improvement budget. As the Administrator, she also provided operational management for several federal, state and local grant programs for Affordable Housing, Community and Economic Development projects.

**Coordinator:** Oversaw grant administration, compliance and fiscal management for the State Housing Initiative Partnership funds for various contractual cities. Ms. Placide-Pickard facilitated the 2005-2010 Community Development Block Grant Consolidated plan process for various contractual cities. Also prepared public notices and attended City Commission meetings for public hearings/citizen participation plans. Ms. Placide-Pickard coordinated and implemented Fair Housing Initiatives.

Florida Atlantic University, Fort Lauderdale, FL – Program Assistant: Ms. Placide-Pickard organized and coordinated the Center's outreach programs including the capacity building workshops. Assisted with the research for the publication of the revised Micro-business Training Manual. Also assisted in the completion of the Comprehensive Affordable Housing study for the Broward County Office of Housing Finance as well as providing research for the 21st Century Community Learning Center Grant proposal.

YEARS OF EXPERIENCE +15 Years

YEARS WITH THE FIRM

<1

#### **EDUCATION**

Master of Public Administration, Florida Atlantic University, Boca Raton, FL

B.S., Health Administration, minor in Business Administration, Florida Atlantic University, Boca Raton, FL

# CERTIFICATIONS & LICENSES

Certified Housing Development Professional #0812-03

# PROFESSIONAL AFFILIATIONS

Board Member for the Florida Atlantic University School of Public Administration since 2019

Member of the Florida Community Development Association Board since 2014

Member of the National Community Development Association since 2015

Member of National Forum for Black Public Administrators - South Florida Chapter

Member of the American Society for Public Administration - South Florida Chapter



## David Stambaugh, PE, DBIA Director of West Palm Beach Office

#### **SUMMARY OF QUALIFICATIONS**

With more than seven years of construction experience followed by fourteen years of design and project management, Mr. Stambaugh has developed a strong understanding of the engineering profession and necessary skills to successfully complete a variety of projects with varying degrees of complexity. He is experienced in the design of both public and private engineering projects, including the design of water and wastewater treatment plant expansion and rehabilitation, the design of sanitary sewer collection and transmission systems, replacement and improvements design for drinking water distribution systems and booster stations, and the design of storm water management systems, roadways, and parking lots.

#### **EXPERIENCE**

**Tamarind Avenue Improvements, West Palm Beach, FL:** Design manager and Engineer Of Record (EOR) responsible for coordinating all design activities and client interaction for the complete underground utility replacement, overhead utility undergrounding and aboveground streetscape improvements to a 0.7 mile portion of Tamarind Avenue in the City of West Palm Beach. A complete replacement of the water, sewer and drainage system was included with some of the existing system being nearly 90+ years old. Conduits were also installed for FPL, Comcast, AT&T, PBC ITS, and PBC ISS to allow for the future undergrounding of the overhead utilities. The streetscape improvements included road reconstruction, sharrow bicycle accommodation, sidewalks, decorative pavement features, pedestrian crossings, and turn lane improvements.

**Bid Pack 8 Infrastructure Improvements, Oakland Park, FL:** Coordinated team activities as the project administrator to design and permit approximately 18,000 linear feet of water main replacement, rehabilitation of Lift Station B-1 and installation of 4 sewer combination air valves to alleviate undesirable air inside the City's sanitary sewer force main system.

**Bid Pack 9 Infrastructure Improvements, Oakland Park, FL:** Served as the project manager and engineer of record for the replacement of approximately 34,100 linear feet of water mains, 3 sewer pumps stations and 3 separate force mains that have reached the end of their useful life. The project also included the design of a new drainage system as well as the optimization of the existing drainage system to provide the much needed stormwater management for the residents. Coordinate meetings with the residents within the project area to assist with the understanding of the project goals and address their concerns.

**Boca Bath and Tennis Water Main Improvements, Boca Raton, FL:** Project Administrator for the proposed water main improvements project located in Boca Raton, Florida. This 4,000 linear foot ductile iron pipe replacement project included residential service design, milling and resurfacing of the asphalt along the length of pipe to be replaced. Services included the preparation of construction documents and specifications, permitting to both local health department and utility agencies, bid assistance, and construction management. This project was completed on time and under budget in the summer of 2015.

**Lloyd Estates Drainage Improvements, Oakland Park, FL:** Administered all professional consulting scope of services for the design and construction of an improved stormwater manager system to aid in the reduction of flood duration and elevation during storm events within the Lloyd Estates neighborhood. The improvements include the addition of emergency flood gates to prevent the elevated water level in the SFWMD C-13 canal from flowing into the Sleep River that provides water storage for the existing drainage system. In addition, a stormwater pump station will be provided to regain the permitted discharge capacity of the system. Grant services were provided for this project that resulted in approximately \$4 million of funding from the FEMA Hazard Mitigation Grant Program.

YEARS OF EXPERIENCE

YEARS WITH THE FIRM

#### **EDUCATION**

Bachelor of Science in Civil Engineer, University of Central Florida, 2000

# CERTIFICATIONS & LICENSES

Professional Engineer State of Florida No. 70757

Florida Stormwater, Erosion, and Sedimentation Control Inspector

FEMA Introduction to the Incidental Command System, ICS 100

OSHA – 10 Hour Occupational Safety and Health Training Course in Construction Safety and Health

National Safety Compliance

— Training Certificate for
Confined Space Entry

# PROFESSIONAL AFFILIATIONS

Design Build Institute of America (DBIA)

Florida Engineering Society (FES) of Broward County, Florida

American Society of Civil Engineers (ASCE)



## David Stambaugh, PE, DBIA, Page 2

**Bayshore Drive Drainage Improvements, Fort Lauderdale, FL:** Project Administrator for the analysis and design of drainage system improvements in the Central Beach Alliance Neighborhood off of A1A. The scope included a drainage model analysis of the existing site conditions in ICPR using survey and LIDAR. A full drainage report summarized the different options for improvements in the area including associated costs. Some of the proposed alternatives included exfiltration trenches, drainage injection wells, and tidal check valves.

Indiantown Road from US-1 to A1A, Jupiter, FL: Project Administrator responsible for executing the Task Order with the Town of Jupiter and coordinating all design activities for the roadway and pedestrian improvements along Indiantown Road from the east R/W of US-1 to the west R/W of A1A. As the primary point of contact for the Town, my responsibilities also included maintaining project status updates to the Town and other stakeholders to ensure the project goals are met and it proceeds on schedule. The design activities included traffic engineering services to perform a corridor analysis, speed study and pedestrian study to analyze the usage of this section of Indiantown Road and provide options to improvement the level of service currently provided. The design will also incorporate a center median with "bold" landscaping, bike lanes, mid-block crosswalks, and meandering sidewalks to allow this to become a gateway feature into the Town of Jupiter. This project received funding from the Local Agency Program (LAP).

**NE 3rd Avenue and Artist Alley, Delray Beach, FL:** As the project manager and engineer of record, prepared plans and specifications for construction and secured regulatory permit approval from governmental agencies having jurisdiction for a ½ mile streetscape improvements project which included the creation of new on-street parking, new sidewalks, landscape bulb-outs and replacement of water distribution and sewer collection systems. This project also incorporated decorative permeable pavers and will serve as the central hub for the Artist District. Additional responsibilities included coordination with ongoing private development to ensure consistency with the designs on public and private properties.

**Central Boulevard and Jupiter Park Drive Intersection Improvements, Jupiter, FL:** Project Manager and Engineer of Record (EOR) for improvements to the intersection located in the Town of Jupiter. Coordinated the execution of the Work Order with the Town of Jupiter to prepare the design for the proposed improvements that included the addition of a dedicated right turn lane on Jupiter Park Drive to southbound Central Boulevard. With this design, the existing drainage system and canal adjacent to Jupiter Park Drive was evaluated to confirm the level of service for the future condition was not affected. The canal is partially located within the Town's ROW and also partially on the adjacent wastewater treatment plant property owned by the Loxahatchee River District. Various options were investigate to address the potential hazard proposed by the location of the canal to the new turn lane which were reviewed by the Town Staff and representatives from the Loxahatchee River District.

North 7th Street Sidewalk, Lantana, FL: Project Manager and Engineer of Record (EOR) for the design of a new sidewalk along North 7th Street from Lantana Road to Gator Drive in the Town of Lantana. Coordinated the efforts of the surveyor and local utility representatives to obtain the information on the existing conditions along the project limits. Prepare the application package and secured approval by Palm Beach County Land Development Division for the Right of Way Permit for the portion of the design along Lantana Road. Prepared the bid documents for public advertisement and reviewed the bid packages to assist with Town with determining the most responsive and responsible bidder. This project was funded through the Community Development Block Grant (CDBG) Program that is administered through Palm Beach County.

Andrews Avenue Roadway Improvements, Oakland Park, FL: Project Administrator responsible for preparing/negotiating the Work Authorization with the City of Oakland Park for design and post design consulting services for the Andrews Avenue Roadway Improvements project. Responsibilities also included communicating project updates to the City and coordinating the efforts of the design team to prepare construction documents for the removal of exiting two-way turn lanes in the middle of the roadway and replace with landscape medians and dedicated turn lanes, reconstruction of existing sidewalks to meet current ADA standards, addition of bike lanes, mid-block crossings for pedestrians, pavement markings and signage for a four lane divided road, and lighting.

#### **LAMBERT ADVISORY**

Lambert Advisory will be responsible for assisting with the planning components associated



with economic, market and/or fiscal analysis.

A summary of a proposed approach and/or scope of work includes:

#### **Economic/Demographic Analysis:**

Any viable planning initiative needs to have an understanding of the economic and demographic composition of the community to be served. Therefore, at the outset, Lambert will be prepared to analyze the pertinent economic and demographic factors affecting City of Green Cove Springs and respective municipalities, neighbors, and/or trade areas in the effort to assess: regional and local population and employment projections; population characteristics (broken down by income and age cohort); employment trends (labor force characteristics); visitation and tourism trends and projections; and, other relevant background information.

#### **Market Analysis:**

Whether it is a single use development, or large-scale mixed use master plan, effective planning requires a market assessment of the supply and demand factors supporting these planning and redevelopment opportunities. The market assessment establishes the criteria not only for the planning vision, but the implementation as well; in effect, it links physical planning with economic reality. Accordingly, the market analysis provides the basis for developing a strategy of how the a particular site and/or corridor may be best positioned for economic growth. The strategy will recognize the goal of capitalizing on potential housing and commercial/mixed use development opportunities and revitalizing specific nodes that may result from design initiatives and/or other physical planning improvements.

#### **Economic Benefit Assessment:**

Lambert will be prepared to assist on the cost/benefit factors associated with potential redevelopment from transit improvements, including short term economic benefits from construction and longer term benefits from on-going operations. We will utilized nationally recognized impact modeling programs including IMPLAN to identify job/wage creation, resident/worker expenditure growth and select fiscal impacts (ie. ad valorem tax growth, sales tax, and municipal fees).

#### **Key Lambert Advisory Team Members:**

#### **Paul Lambert**

Paul Lambert founded Lambert Advisory in 1995 and is engaged by clients to provide expert market, financial, and strategic guidance associated with real estate and economic development efforts. Paul's clients have included Samsung Corporation, the Queen Emma Foundation, University of Pennsylvania, Harvard University, Port Miami, as well as the cities of New York, New Orleans and Tampa. He has served as advisor to Sovereign Wealth Funds and some of the nation's largest charitable trusts. Between 2005 and 2007, Paul managed the post-hurricane Katrina neighborhood rebuilding planning process ('Lambert Plans') on behalf of the City of New Orleans. Currently, Paul is heading the development of Miami Wilds, a theme park and associated entertainment development with an estimated \$1.0 billion investment requirement adjacent to Zoo Miami. Paul holds a BA from Miami University in Ohio. As an undergraduate he was a beaver fellow at the London School of Economics and graduated from the Massachusetts Institute of Technology with a Master Degree in City Planning.

#### **Eric Liff**

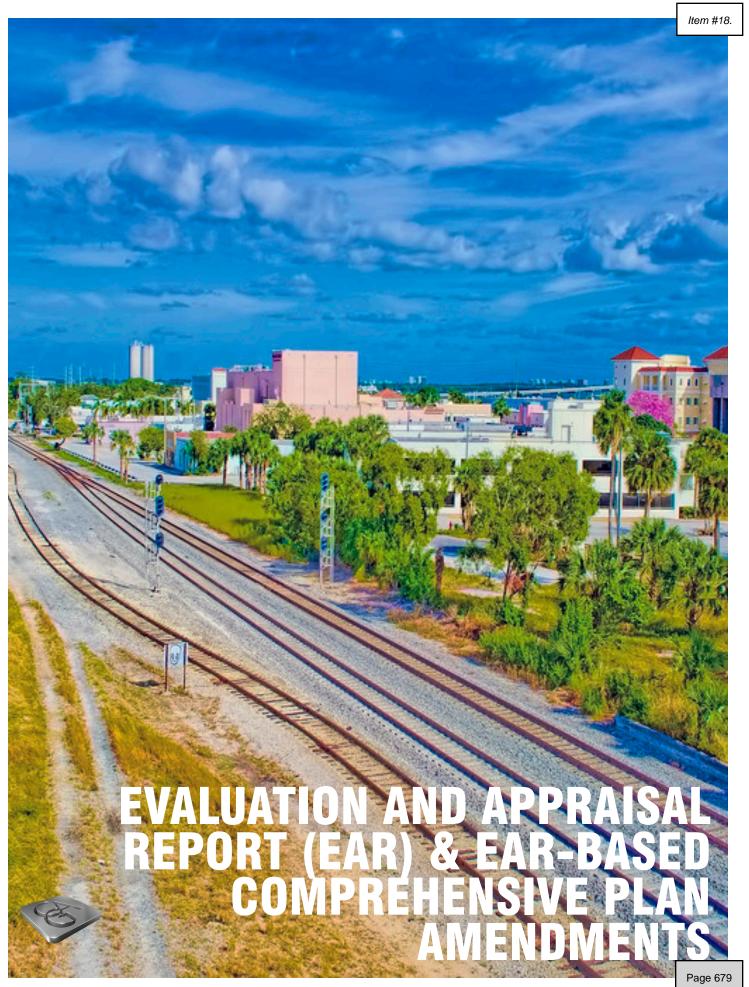
Eric Liff brings 25 years of experience providing economic and financial advisory services to both the private and public sectors. He has worked with numerous national and international corporations providing economic, strategic and investment guidance in real estate acquisition, development planning and asset repositioning. His advising work also includes mixed-use and resort development throughout the U.S., Central America and the Caribbean. Over the course of his career, Eric has served as project manager to more than fifty municipal and governmental agencies on initiatives ranging from economic development and neighborhood revitalization to complex financial and partnership structuring.

#### **Todd Peterson**

Todd Peterson has over 10 years of experience in GIS mapping, coordination, analysis, and development. He also has an equivalent amount of time in transportation planning including TDM, transit, bicycle/pedestrian, and trail planning and development. His skills extend from property taxation and real estate analysis to transit planning routing and implementation. He is highly skilled at creating GIS data as well as synthesizing existing GIS data into useful data sets.

#### Frank Pallini

Frank Pallini's work encompasses market and financial feasibility analysis (including residential, commercial, hospitality, and marinas), strategic business and economic planning and development, and economic impact analysis.



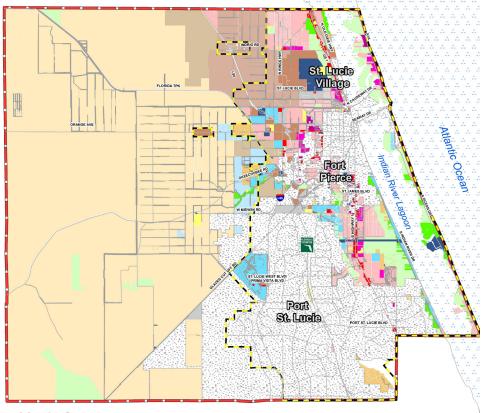






Contact Leslie Olson, AICP Planning and Development Services Director 772.462.1960 OlsonL@stlucieco.org

#### Indian River County



## Martin County

# **EVALUATION AND APPRAISAL REPORT (EAR) AND EAR-BASED COMP PLAN AMENDMENTS**



Item #18.

# St. Lucie County, FL

After having prepared the 2008 EAR and necessary amendments, CGA was once again retained by St. Lucie County to update the comprehensive plan. Major issues in this update include the community's desire to embrace a smart growth approach; adopt and greenhouse reduction standards; preserve historic sites around the county; ensure compatibility in infill and redevelopment in the urbanizing sectors of the county; incorporate affordable housing strategies; and expand multimodality.

CGA engaged the public in visioning, topical discussions and document reviews. CGA used project brochures, newsletter articles, press releases, stakeholder interviews, focus groups and community events to do outreach. The EAR-based amendments included HB697 greenhouse reduction strategies including provisions for a mobility fee, minimum densities, and transfer of development rights programs.

Website: <a href="https://bit.ly/31aCRC5">https://bit.ly/31aCRC5</a>

#### Relevance

- Countywide plan
- Suburban, exurban and rural character areas
- Bedroom communities
- Comprehensive Plan update (according to State statutory requirements).
- Focus on incorporation of smart growth approaches, climate resilience, economic development, housing affordability and multimodality.





# PlanitPompano! City of Pompano Beach Comprehensive Plan Update









Do you live, work, play, own land or do business in Pompano Beach? If so, the City of Pompano Beach needs your input to help prepare Plan It Pompano! the latest update of our Comprehensive Plan (Comp Plan). Throughout approximately the next year or so, the City will offer several opportunities, and multiple ways, for you to participate.

Why participate? Read on to learn why the Comp Plan is important and why voicing your opinion in this process matters. was adopted in 2010, on the Plann and Zoning page of the City's website pompanobeachfl.gov.

already has a Comp Plan, do we need update it — and why now? Well, the Co Plan may be a long-range document, it is also dynamic, evolving as commuty conditions, aspirations, opportunit and challenges change over time. I since the current plan was adopted lot has changed in our City. For this r

## Client City of Pompano Beach

Project Date 2019- On-going

Contact

Jennifer Gomez, AICP, LEED AP ND Assistant Development Services Director 954.786.4640 Jennifer.Gomez@copbfl.com

# **PLANIT, POMPANO!**

# Pompano Beach, FL

CGA is assisting the rapidly growing City of Pompano Beach in updating its comprehensive plan. The update is focused on addressing the City's climate vulnerability through resiliency planning, leveraging redevelopment opportunities in a near built-out community, improving multimodal mobility, and expanding housing choice.

CGA worked with the City on project branding and public education. We conducted extensive public outreach through the City's mass email list and social media platforms, distributing flyers and palm cards and displaying project posters at key public locations. CGA also designed and maintained the project website as a repository of information and to capture input. Public engagement activities included stakeholder meetings, focus groups and several rounds of hands-on workshops and open houses.

Website: http://planitpompano.cgasolutions.com

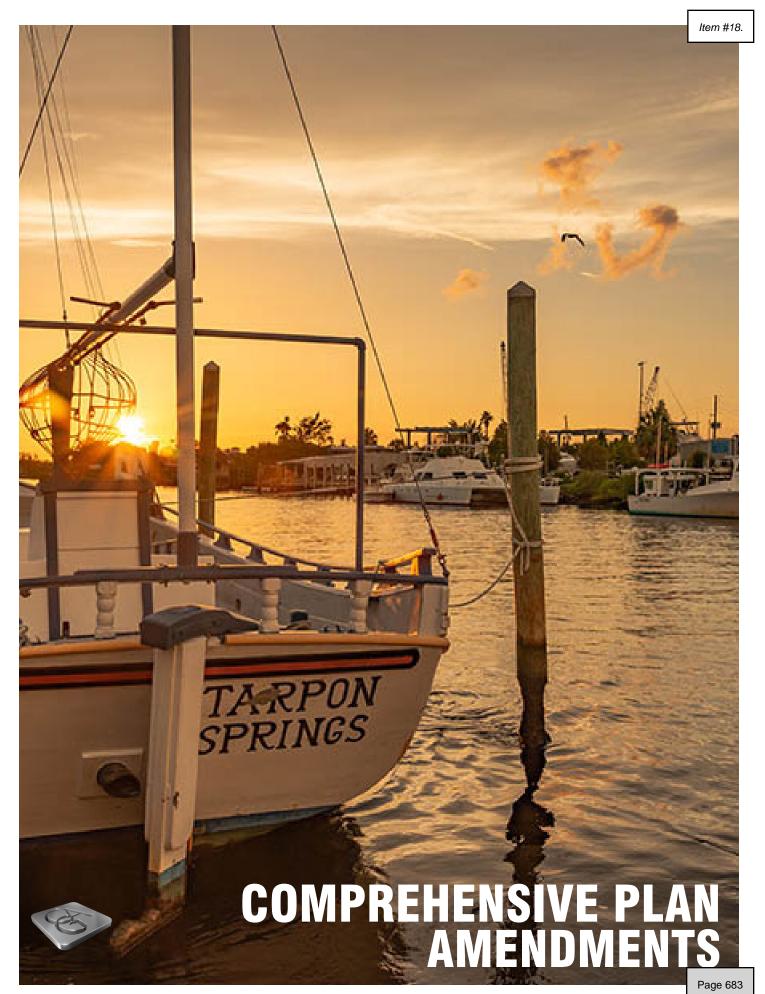
#### Relevance

- Medium-sized, rapidly growing community
- Comprehensive Plan update (according to State statutory requirements).
- Focus on development compatibility, housing affordability and choice, improved mobility and infrastructure capacity, climate vulnerability and resilience planning.
- Emphasis on creative public engagement.

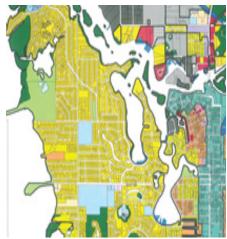


Item #18.

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Contact Patricia L. McNeese, AICP Principal Planner 727.938.3711 PMcNeese@ctsfl.us

**Project Date** 2011 - Ongoing

Services Provided Comprehensive Planning and Implementation Special Area Planning and **Implementation** Zoning Code Development, Implementation and Administration Staff to City Boards Comprehensive Plan and Land **Development Code Amendments** Permits and Plans Review Land Development Code Update



## COMPREHENSIVE PLAN AMENDMENTS AND CONTINUING PLANNING SERVICES



# **Tarpon Springs, FL**

As part of on-going planning services to the City, in 2018 CGA assisted with required amendments to the City's Comprehensive Plan and Land Development Code for consistency with the mobility management system adopted by Forward Pinellas, the regional planning and transportation agency for Pinellas County. With tremendous community interest in preserving a unique community identity, among the various issues addressed in the Plan amendment, CGA assisted in the delicate process of introducing density increases in one of the City's designated Special Areas (the historic Sponge Docks district) and the Downtown districts.

#### Relevance

- Suburban community
- Facing rapid growth and infrastructure capacity issues.
- Included Land Development Code amendments
- Topics addressed include targeted density increases, preserving historic small-town character, and leveraging redevelopment opportunities.

In 2019, CGA, in partnership with Lambert Associates, completed a Highest and Best Use Analysis for a portion of the City's Community Redevelopment Area. This project included development of a market analysis and concept scenarios for portion of the City's Central Business District.





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**Project Date** 2015 - Ongoing

Services Provided Historic Preservation



# HISTORIC RECOGNITION AND REDEVELOPMENT AND CONTINUING PLANNING SERVICES



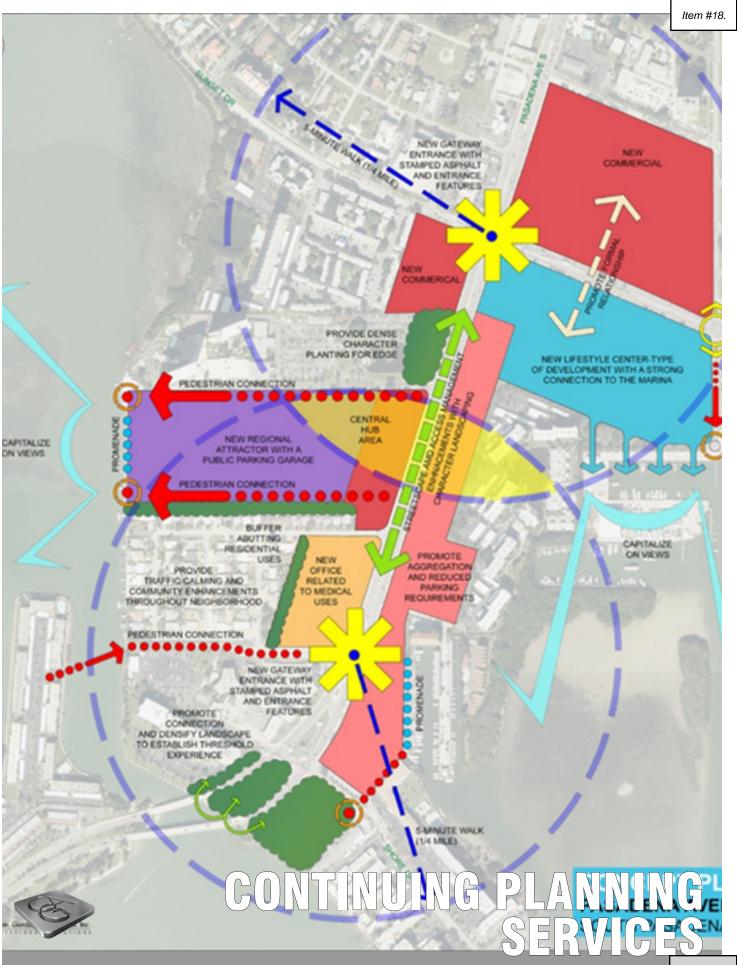
# Belleair. FL

Respecting Community Character and Historical Significance When preparing and updating community plans, an important part of Calvin, Giordano, & Associates' efforts are devoted to understanding and respecting important community values and historic characteristics. CGA's recent experience working with the Town of Belleair over the past several years in dealing with the proposed redevelopment of the historically significant Belleview Biltmore Hotel listed on the National Register of Historic Places is an example of successfully integrating this component of comprehensive planning with the overall interests of the community.

Faced with several proposals to demolish this historic hotel in its entirety, Calvin, Giordano, & Associates assisted the Town in amending its Comprehensive Plan and Land Development Code to create a planned mixed-use process that required that temporary lodging or hotel use be included in any redevelopment project. More specifically, a key component of the new code required an "historic recognition component" that recognized and respected the historic and architectural significance of the existing hotel.

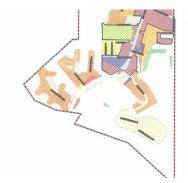
As a result of this approach, the property was rezoned, and a redevelopment plan approved, that not only provided for continued hotel use, but included preservation, relocation, and restoration of a portion of the existing five-story Belleview Biltmore Hotel structure consistent with the community objectives for historic preservation. CGA's experience, as exemplified in the Belleair project, speaks to the firm's understanding and ability to recognize and accommodate these special community features within the broader context and objectives of the City, particularly in a redevelopment setting.

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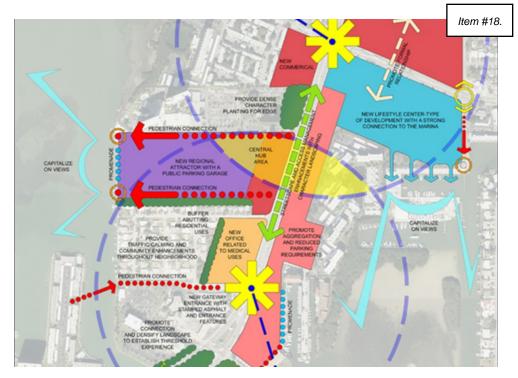




Contact Information
Carley Lewis, MMC
City Clerk/Administrator
Tel: 727.347.4171
CLewis@mysouthpasadena.com

Project Date 2011 - Ongoing

Services Provided
Comprehensive Planning and Implementation
Special Area Planning and Implementation
Zoning Code Development, Implementation and Administration
Staff to City Boards
Comprehensive Plan and Land
Development Code Amendments
Permits and Plans Review
Land Development Code Update



# **CONTINUING PLANNING SERVICES**



# South Pasadena, FL

Corridor Redevelopment Plan

In an effort to help attract businesses to the City and promote revitalization along its main traffic artery, Pasadena Avenue (S.R. 693), the City of Pasadena adopted the Pasadena Avenue Corridor Redevelopment Plan prepared by Calvin, Giordano, and Associates in 2012. This Plan provided a framework upon which to build details of a redevelopment effort to be implemented over time for the corridor.

Evaluation and Appraisal Report Amendments, Update to Comprehensive Plan and Land Development Code

Upon completion of the Pasadena Avenue Corridor Redevelopment Plan, CGA was tasked to complete the following work products:

- A Preliminary Corridor Concept Plan;
- Comprehensive Plan Amendment to Incorporate the Concept Plan Strategies;
- Creation of a New Overlay Plan Map Category "Planned Redevelopment Mixed Use": and
- Establishment of a new zoning district, including design guidelines to implement the Overlay Plan Category.

In addition to providing the City with a fully implementable plan and regulatory mechanism for their main traffic artery, CGA collaborated with the County to ensure South Pasadena would be eligible for recognition under the Countywide Plan for certain mixed-use and density/intensity entitlements that would not have otherwise been available to the City.

CGA was also responsible for preparing Comprehensive Plan and Land Development Code amendments to ensure consistency with the mobility management system adopted by Forward Pinellas in 2015 and to address sea level rise as required by the Florida Legislature in 2015. General Planning Services

Through an ongoing planning services contract, CGA functions in the capacity as City Planners, reviewing zoning and land use applications, site and development plans, concurrency reviews, transportation planning, land development code and comprehensive plan amendments, and the preparation and presentations of staff reports to the City Commission and appointed Boards.

# **TAB 4**



Proposal Approach

# **Approach**

Based on years of experience of our professional staff and by working together as a team, CGA has gained tremendous insight into the special problems, needs, and considerations associated with the provision of comprehensive planning services.

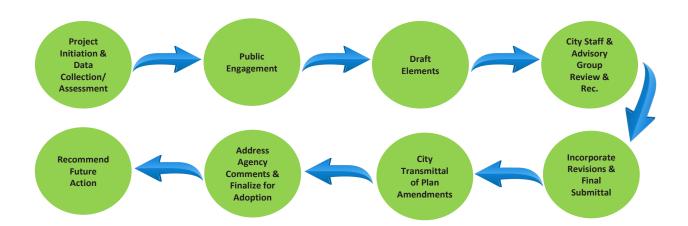
Too often plans are developed based on what has worked in other communities in order to meet minimum State requirements, rather than being based on the community's vision for its future. The resulting plans are often infrequently referenced documents except when decisions are challenged, and they are often only fully understood by a few individuals in the community.



Our goal is to provide Green Cove Springs with a relevant plan that is easy for everyone to apply and interpret that guides the City's future growth, including potential annexations, and redevelopment opportunities.

A comprehensive plan must be a tool to identify challenges and opportunities that pressing to a community and to enable public and private sector actors to strategically focus resources to address those challenges and seize those opportunities. CGA offers a balanced, multi-disciplinary approach uniting our best Planning, Environmental, Traffic Engineering, Civil Engineering, and Urban Design expertise. This balanced approach grounded in public participation will represent the community's consensus and collective vision for its future and will result in an updated Plan to enhance quality of life, resiliency, and the overall image of the City.

Our multi-pronged approach will help the City focus on generating creative physical planning solutions and action-oriented strategies; implementable capital improvement projects; and meaningful community dialogue based on a strong foundation of understanding, trust, and communication. Throughout the process, we will make sure we offer engagement tools and



platforms tailored to the unique population of Green Cove Springs, helping us reach as many people in the community as possible. We will facilitate innovative public input opportunities to help the community identify key issues and concerns, and to make choices about the future that can be translated into implementable goals, objectives, and policies. Our partners, Lambert Advisory (Lambert) will assist in ensuring the best available market data is utilized in the development of supporting goals, objectives, and policies.

#### Project Initiation and Comprehensive Plan and Related Documents Assessment

Early understanding of issues and opportunities is essential for setting in motion a successful comprehensive plan update. This initial phase of the project will begin with a kick-off meeting with key staff. The purpose of the kick-off meeting will be to:

- → Confirm project goals and objectives.
- Identify project stakeholders and Advisory Group.
- → Collect all relevant base information such as plans, studies, reports, and any other documents available from the City. All existing documents will be provided to CGA for reproduction and the creation of a project resource database.
- → Establish organizational responsibilities and relationships between and among the City and the Team.
- → Agree upon management tools and procedures, setting standards to be followed for the duration of the project.
- → Agree on the project schedule, timing, recordkeeping standards, and communications with the City, distribution procedures, meeting dates, public notification, and preliminary and final submissions.
- → Discuss ongoing and/or planned City projects, community issues, and other items that serve to frame the context of the critical issues needing to be addressed in the Comprehensive Plan.

CGA's initial assessment of the Comprehensive Plan will involve a thorough review of the goals, objectives, and policies of the Comprehensive Plan for consistency with State law as well as for missing components necessary to address the City's critical issues. The results of the assessment, which will include recommendations for issues to be addressed in the Future Land Use and Transportation Elements, will be presented to City staff for review and approval prior to public dissemination of the information. CGA will also begin during this phase a review of the relevant data necessary to facilitate the Comprehensive Plan update. Our sub-consultant, Lambert Advisory, is a recognized expert in preparing market analyses and analyzing demographic data. Utilizing this expertise, the team will prepare updates and projections necessary to support the Comprehensive Plan amendments.





#### **PUBLIC PARTICIPATION PLAN & PUBLIC INFORMATIONAL MEETINGS**

Although all meetings will be publicly noticed and the public will be afforded the opportunity to participate throughout the entire process, because the Comprehensive Plan is the primary guiding document for the community, it is recommended that at least one public informational meeting be conducted early in the process. The meeting, which we recommend be conducted in an open house format, will be for the purpose of informing the public about the project and will allow participants to provide input. Additional public meetings may be requested by the City at different phases of the project depending on the scope of work ultimately negotiated with the City. CGA will work with City staff to facilitate the public informational meetings.

#### **Public Participation Plan**

#### **Methods of Community Engagement**

The most effective community outreach efforts include a combination of public engagement methods to reach a wide cross-section of the community. The proposed public meeting formats for these projects include public information meetings, City Commission workshops, and public hearings. We have recently been very successful in adjusting these techniques to address the challenges of social distancing while continuing to engage the public in the planning process.

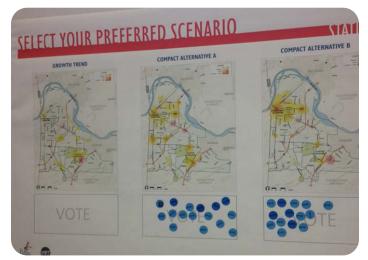


The City and Consultant are committed to ensuring the public has reasonable access and accommodations for public meetings, consistent with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA) of 1990 and related Federal and State nondiscrimination statutes and regulations. Meetings and hearings may be recorded, as necessary or as required by law. Meeting summaries will be made available as soon as possible following meetings or public hearings.

### Staff Team Meetings

Staff feedback is important to the planning process, as they are responsible for interpreting, administering, and implementing the Comprehensive Plan and Land Development Regulations. Staff is often the first to be made aware of any inconsistencies, issues or concerns raised by the development community, business owners, and residents. Their experience and first-hand knowledge of the Comprehensive Plan and Land Development Regulations is essential to the success of these projects.

CGA may meet with key City staff virtually or in person, including planning staff, department



representatives, and administrators at the various phases of the projects. The number and format of these meetings will be determined in the final negotiated scope of work.



#### **Public Information Meeting**

A public meeting will be held to specifically solicit input from the community-at-large to introduce the future Land Use and Transportation elements, explain the purpose of the associated planning activities, emphasize the importance of the public participation process, and gather input on relevant issues.



### Public Hearings

Once draft documents are prepared, the Consultant will present the proposed updates to the Local Planning Agency (LPA) at a Public Hearing for review and recommendation to the City Commission. The LPA will review the draft documents, hear public comment, and provide recommendations to City Commission. Updates will be made to finalize the draft documents prior to presentation to the City Commission. A City Commission transmittal hearing will be held to review the LPA recommendations and receive any additional input. City Commission will consider recommending transmittal of the Comprehensive Plan Amendments to DEO and other regulatory agencies as required. City staff will transmit the Comprehensive Plan Amendments to the relevant State and outside agencies for review. Comments from the DEO and other agencies will be reviewed by CGA and City staff to address any objections, recommendations, and comments on the draft Comprehensive Plan submittal. The Amendments will be revised to address the concerns. A second Public Hearing will be held to consider adoption of the Comprehensive Plan Amendments.



#### **APPROACH TO PUBLIC NOTIFICATION & INFORMATION DISSEMINATION**

Notice of community meetings and public hearings will be provided on the City's website, posted at City Hall, published in at least one local newspaper, or emailed to interested parties who have signed up for e-notification, in accordance with state law as applicable.

The primary source of information dissemination for the projects will be a dedicated project webpage and email notification. Other methods of communication may be utilized to increase public awareness. The City may utilize a combination of one or more of the following approaches to update the community on upcoming project events, as well as draft documents and related materials for review:

- City webpage with basic project information and link to CGA project webpage
- Citywide E-notification mailing list (if available)
- → Media press releases
- → Newspaper legal ads
- Public bulletin board posters
- → Handouts/flyers
- City Event Calendar updates
- Outreach to board and committees

In addition, CGA will be responsible for the following outreach methods:

- Dedicated project webpage
- → Project e-mail list (if available)
- Public meeting materials related to the update of the Future Land Use and Transportation Elements



## **Strategies for Providing Input on Draft Documents**

CGA can coordinate with City staff to design, host, and maintain a dedicated website portal or microsite, to provide one centralized location on the City's website, if the City wishes and the budget allows, for the public to find the latest information on the project. On the webpage, community members will be able to track project status, view upcoming events and meeting notices, access frequently asked questions, review draft documents, obtain contact information, and submit comments. This will be in addition to the posting of static content such as PDF documents, images, progress reports, and appropriate informational resources which facilitate the public's understanding of the proposed changes. Establishment of the website portal will include registering a relevant domain name, creating a site structure, and authorizing and maintaining site content. A link to the City's website portal will also be included on the landing page. The project website portal will be formatted to be accessible, user-friendly, and designed to be used across a wide range of internet browsers such as Internet Explorer, Google Chrome, and Mozilla Firefox.

All comments will be documented, reviewed, and considered in the drafting of documents as appropriate. Any feedback received that is unrelated to the project will be forwarded to the City's project manager to disseminate to the appropriate department for response. Deliverables will be uploaded to the website for public review and comment as they are updated and completed.

No documents will be uploaded to this website without prior approval from the City's project manager.

#### Draft Comprehensive Plan Amendments for The Future Land Use and Transportation Elements

Based on the outcome of the initial assessment, City staff input on the issues for inclusion in the amendments, and public comments received at the informational meeting, the two draft Comprehensive Plan elements will be prepared. The draft will be presented to City staff for review and approval prior to presentation to the City's Advisory Board and the public.

#### **Recommendations for Future Action**

There are typically numerous issues identified by staff, the public, and the consultant during the process of developing and updating Comprehensive Plans beyond the scope of the project, but which could result in significant improvements to zoning and land development processes. Such issues are usually not included in proposed amendments because they require major policy decisions requiring additional detailed analysis and extensive community engagement that cannot be accomplished within the timeframe for completion of the project. CGA can prepare a



report and explain these issues, with a recommendation the City carefully consider and prioritize these issues for possible future action. In our experience, we have found these recommendations are an important part of ensuring the community that their concerns have been considered, and dialog on important issues will continue.



#### SPECIFIC COMPREHENSIVE PLANNING EXPERIENCE

The following are the most relevant projects in CGA's portfolio which directly relate to the City of Green Cove Springs' request for qualifications.

#### **City of Weston**

The City of Weston is a master planned community consisting of 25 square miles located in western Broward County. The area was originally developed in the 1980's by the Arvida Corporation and its Indian Trace Community Development District. During the early 1990's, as residents began to populate the area, it became apparent that County government, located over twenty miles away, did not understand the goals of the residents. Furthermore, as a tax "donor" community, many of the financial resources generated were used to fund projects outside of the area. It was important that the City's first comprehensive plan reflected all of the goals,



objectives and policies that were envisioned as part of the incorporation while being consistent with State Statutes. Public workshop meetings were held to receive input regarding the comprehensive plan.

CGA transmitted all of the required elements of the Comprehensive Plan to the State of Florida Department of Community Affairs and received approval. All required maps for the Comprehensive Plan were created by CGA's in-house GIS Coordinator. In 2007, CGA prepared the City's Comprehensive Plan Update Report and finalized the Comprehensive Plan Update in 2009. The EAR-based amendments brought the Comprehensive Plan up-to-date with new Comprehensive Plan requirements including objectives and policies regarding energy efficiency. The latest EAR based amendments for the City of Weston were accepted in February 2017.

#### **City of West Park**

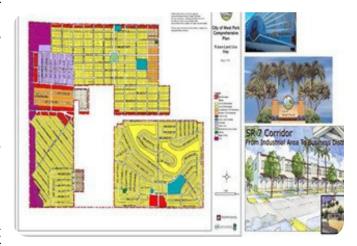
The City of West Park incorporated in 2005 to ensure redevelopment received focused attention and that services such as code enforcement were provided on a level equal to incorporated cities. CGA prepared the first comprehensive plan to reflect the need for redevelopment, urban design principles, and park and open space for residents. Our multi-disciplinary team addressed all

technical issues required by Chapter 163, 9J-5 of the Florida Administrative Code and the Broward County Land Use Plan. Important community issues addressed included:

- Economic development along the SR 7/441 Corridor
- Balanced housing opportunities
- Provision of park and recreational opportunities
- Policies for a transit-oriented corridor
- Consideration of hazardous waste sites

Subsequent to the Comprehensive Plan being accepted by the State, CGA created the Transit Oriented Corridor Land Use to implement many of

the goals, objectives and policies for the Comprehensive Plan.





#### **City of Wilton Manors**

In 2018, The City of Wilton Manors contracted with CGA to prepare the City's Evaluation and Appraisal Review (EAR) and associated EAR-based amendments to the City's Comprehensive Plan. A major focus of the Comprehensive Plan update was to incorporate Florida Statute Peril of Flood requirements into the Coastal Management Element and other elements as required. CGA worked closely with the City and DEO staff to complete the update. The Plan was found to be incompliance by DEO in early 2019.

In addition, the City wanted sustainability and resiliency strategies related to potential impacts from sea level rise and climate change to be addressed during the Comprehensive Plan update. Numerous resiliency goals, objectives and policies were added to each element of the Plan rather than concentrated in one particular element.

Following the completion of the Comprehensive Plan update, CGA worked with the City staff to develop associated amendments to the Unified Land Development Code related to sustainability, resiliency, and climate change. These amendments were adopted by the City Commission in 2020. CGA continues to work with the City on implemeting Comprehensive Plan Amendments and rezonings to implement policies recommended in the Urban Form and Density Study authored by CGA. The amendments include creating new mixed-use zoning districts and implementing changes within the City's land development regulations to foster redevelopment.

#### City of Pompano Beach

In 2019, CGA begin a collaborative effort with the City of Pompano Beach Planning Department staff to update the City's Comprehensive Plan. The update focused on addressing changes in local conditions since the last Comprehensive Plan update which included incorporating goals, objectives and policies from the BrowardNEXT planning initiative; updating housing policies based on recent housing studies prepared for the City; incorporating corridor redevelopment initiatives; and incorporating important new City documents such as the City's Parks and Recreation Master Plan, City's Water, Wastewater and Stormwater Master Plans, and the City's Strategic Plan. CGA was also tasked with developing a new Climate Change Element and Intergovernmental Coordination Element (ICE).



CGA's primary focus was inventory and analysis of the existing Comprehensive Plan and developing updated data, inventory, and analysis for each element. For the new Climate Change Element and ICE, CGA's responsibility included development of the entire element including Goals, Objectives, and Policies.

Pompano Beach also desired to have any extensive public outreach and engagement component to the Comprehensive Plan update process. CGA developed and conducted the public outreach and engagement in conjunction with City staff which included stakeholder interviews and focus groups; hosting a project microsite, publishing an article in the Citywide magazine; using mass emails and social media platforms; extensively distributing flyers and displaying project posters; advertising through City channels; and holding two (2) public open houses.

#### **Town of Palm Beach**

In 2016 CGA assisted the Town in their Comprehensive Plan EAR-Based Amendments which were based on the desire to enhance the quality of life for residents and businesses, build in protection measures as a result of development in adjacent areas in order to maintain the existing character of the Island as a premier residential island community. The Town Council unanimously accepted the recommended updates that include the following highlights:

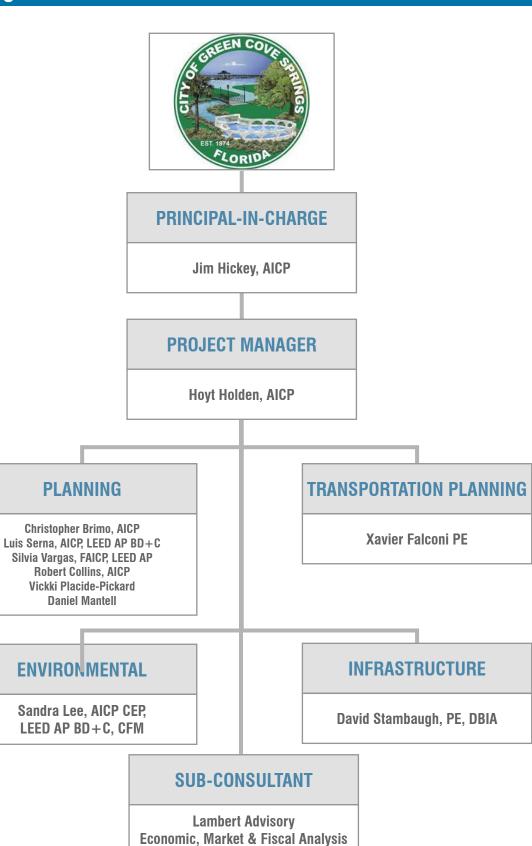
- Updated language to address the "Peril of Flood" to increase community resiliency and protect
  property, infrastructure, and cultural and natural resources from the impacts of climate change,
  including sea level rise, changes in rainfall patterns, and extreme weather events.
- Added a new objective to promote ways to reduce Greenhouse Gas Emissions and become more Energy Efficient. Reference the Town's Energy Efficiency and Conservation Strategy (EECS) in related policy.
- Created a new optional Public Safety Element with the goal of promoting the health, safety, and security of the City's residents and visitors, including in times of disasters and other emergencies.
- Added a new goal, objective and policies to ensure coordination with appropriate agencies
  to address sand starvation caused by the inlet, sea level rise and storm events, resulting in a
  dramatic and continuing eroding of the beach.
- Identified intensive development occurring in downtown West Palm Beach as a concern as it relates to impacts on the Town public services.
- Strengthened language regarding submerged land.
- Established the bulkhead line in Lake Worth as the Mean High Water Line (MHWL)
- Added new policy to explore the possibility of designating the Town as an Area of Critical Concern (F.S. 380.05(3)) as it relates to the shoreline, natural and historic resources and sea level rise.



**PLANNING** 

**Daniel Mantell** 

# **Project Organization Chart**





# **Proposed Timeline**

TASK	TIMELINE
Staff Kick-Off Meeting	February 2021
Citizen Engagement	February 2021 - April 2021
Draft Comprehensive Plan Amendments	February - July 2021
Advisory Group Meetings	March - July 2021
Public Meetings	March - July 2021
LPA Commission Transmittal Hearing	August 2021
City Council Transmittal Hearing	September 2021
State (DEO) Review	October - December 2021
LPA Commission Adoption	January 2022
City Council Workshop	February 2022
City Council Adoption	February 2022

# **Cost Estimate and Hourly Rates**

#### Cost Estimate \$75,000

Name	Role		Hourly Rate		
Jim Hickey	Planning Director	\$	150.00		
Hoyt Holden	Project Manager	\$	145.00		
Chris Brimo	Director of Tampa Office	\$	150.00		
Robert Collins	Senior Planner	\$	125.00		
Luis Serna	Senior Planner	\$	125.00		
Vickki Placide-Pickard	Planning Administrator	\$	150.00		
Silvia Vargas	Principal Planner	\$	145.00		
Daniel Mantell	Associate Planner	\$	90.00		
Gianno Feoli	Urban Designer	\$	120.00		
Casey Oden	GIS Coordinator	\$	100.00		
Xavier Falconi	Transportation Planner	\$	150.00		
Sandra Lee	Environmental Administrator	\$	125.00		
David Stambaugh	Director of Engineering	\$	175.00		
Lambert Advisory	Sub-Consultant	\$	5,000.00		

# **TAB 5**



**Available Capacity** 

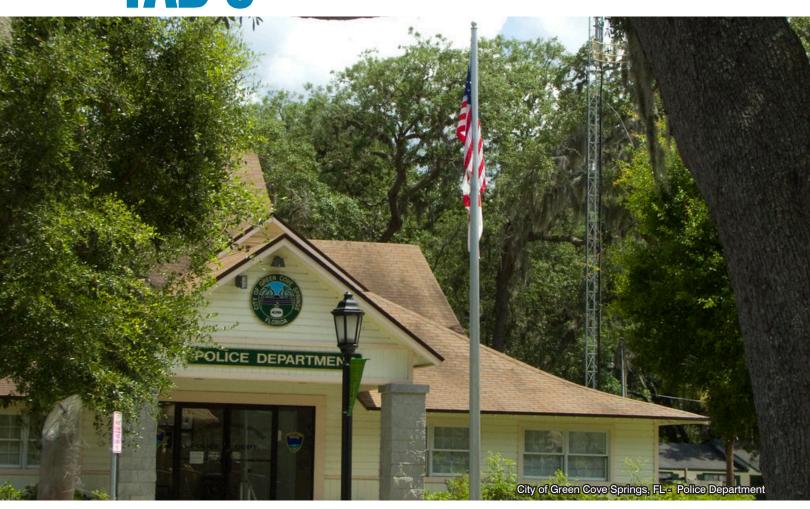
#### **CURRENT AND PROJECTED WORKLOADS**

CGA has sufficient staff to support the projects under this contract because we serve as municipal staff, and in keeping with our reputation of being promptly responsive, we ensure that availability of our staff never goes below 40 percent for our senior staff and 30 percent for our technical support staff, amending our staffing needs as necessary. This is a strategy that we maintain to allow us to meet the impromptu and unexpected demands of all of our clients without sacrificing the needs of others. CGA guarantees that we will have the necessary staff to meet all the needs and will always be 100% available to the City.

Toom Monthey	Role	Availability									
Team Member		10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
Jim Hickey, AICP	Principal-In-Charge										
Hoyt Holden, AICP	Project Manager										
Christopher Brimo, AICP	Senior Planner										
Robert Collins, AICP	Senior Planner										
Luis Serna, AICP, LEED AP BD+C	Senior Planner										
Vickki Placide-Pickard	Planning Administrator										
Silvia Vargas, FAICP, LEED AP	Senior Planner										
Daniel Mantell	Planner										
Giano Feoli	Urban and Landscape Arch.										
Casey Ogden, GISP	GIS Coordinator										
Xavier Falconi, PE	Transportation Engineer										
Sandra Lee, AICP CEP, CFM, LEED AP BD+C	<b>Environmental Specialist</b>										
David Stambaugh, PE, DBIA	Infrastructure Engineer										



# TAB 6



Required Forms

#### ACKNOWLEDGEMENT OF ADDENDUM

I acknowledge the receipt of \_\_\_\_\_ Addendums to the original RFP.

Company Representative Signature Chris Giordano, MCS, CCM

# SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

This	sworn statement is submitted toCity of Green Cove Springs
	(print name of the public entity)
by_	Chris Giordano, MSC, CCM, Vice President  (print individual's name and title)
for_	Calvin, Giordano & Associates, Inc.
	(print name of entity submitting sworn statement)
whos	e business address is
180	00 Eller Drive, Suite 600, Fort Lauderdale, Fl 33316
(If 1	the entity has no FEIN, include the Social Security Number of the Individual ng this sworn statement: N/A
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 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.

- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control 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. 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 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 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, agents who are active in management of an entity. and 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 the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity

RFP No 2020-20

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 HIS 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) Chris Giordano, MCS, CCM
Sworn to an subscribed before me this da	y of DEEPHPER 2020
Personally known	
OR produced identification	Notary Public - State of CELDA
(Type of identification)	My commission expires 02 18 2
#GG 039944  #GG 039944  #GG 039944  #GG 039944  #GG 039944	

(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 Statue 287.087 hereby certifies

that \_\_Calvin, Giordano & Associates, Inc. \_\_(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, <u>Calvin, Giordano & Associates. Inc.</u>

	(name of business), fully complied	es/does not comply with the
above requirements.		
	>	
		December 10, 2020
Vendor/Contractor Signature		Date
Chris Giordano, MCS, CCM	RFP No 2020-20	

#### 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).

- 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

RFP No 2020-20

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 <u>not</u> 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.
- 12. The Contractor shall comply with applicable provisions of Section 119.0701, Florida Statutes and any contract between the parties shall fully comply with such section.

CONTRACTOR/FIRM/INDIVIDUAL

By:

(Printed Name and Title)

Chris Giordano, MCS, CCM, Vice President

# **TAB 7**



**Appendix** 



## **Work Samples**

In compliance with the Bid Invitation requirements, we are have provided the following samples of our work that can be found in the Original submittal under Section **Work Samples** as well as provided onto the submitted USB:

#### 1. PlanItPompano! Comprehensive Plan Update, Pompano Beach, FL

This recent comprehensive plan update for the growing coastal city of Pompano Beach currently lives on a project microsite created and maintained by CGA. The site is linked to from the City's main site and the information will be eventually transferred to it after the contract expires. The update focused on increasing the City's resilience and balancing development to achieve more equitable and healthy neighborhoods throughout the City. In addition to the microsite, CGA's work on this update process also included creating a new Climate Change element, updating the Data Inventory and Analysis (Current Conditions), developing project branding, and facilitating the public engagement process.

The Planit Pompano! elements and DIA may be accessed here:

http://planitpompano.wpengine.com/?page id=46

# 2. Evaluation and Appraisal Report (EAR) and Ear-Based Comp Plan Amendments, St. Lucie County, FL

CGA was retained by St. Lucie County to update the Countywide Comprehensive Plan. Major issues in this update include the community's desire to embrace a smart growth approach; adopt and greenhouse reduction standards; preserve historic sites around the county; ensure compatibility in infill and redevelopment in the urbanizing sectors of the county; incorporate affordable housing strategies; and expand multimodality. The EAR-based amendments included HB697 greenhouse reduction strategies including provisions for a mobility fee, minimum densities, and transfer of development rights programs. CGA also led the public engagement for this process.

The adopted plan documents may be accessed here:

https://www.stlucieco.gov/departments-services/a-z/planning-and-development-services/planning/comprehensive-planning

#### 3. Comprehensive Plan & Land Development Code Updates, Wilton Manors, FL

CGA updated the City's Comprehensive Plan related to Evaluation and Appraisal Review (EAR) amendments. Much of the update focused on preparing the City to address the challenges of balancing growth with community character protection and preparing the City to mitigate the impacts of climate change (especially sea level rise).

The adopted plan documents may be accessed here:

\\FTLFS01\\Project\\Projects\\2017\\179907 \ City of Wilton Manors Comprehensive Plan Update\\\Planning\\Submittals and Forms\\Final Adopted Comp Plan documents

#### 4. Urban Form & Density Study, Wilton Manors, FL

As an effort to plan for the future of the city's urban form, CGA was retained by the City of Wilton Manors to investigate the form and density of the city's past development to perceive what availability and intensity allowances are present. The goal of the Urban Form & Density Study, through a collaborative effort between Urban Design and Planning Departments, is to develop strategies for form requirements that not only to modify the perception of the village-character that Wilton Manors is recognized for, but also to protect the scale of the abutting single-family uses while increasing the quality-of-life conditions that lack throughout the City.



# **Acceptance of the City Contracts and Agreement Terms**

## **Acceptance of the City Contracts and Agreement Terms**

The CGA Contract and Legal team have carefully reviewed the contract terms presented in the Sample Agreement in the RFQ. We respectfully request the following modifications to the agreement terms:

## Paragraph Item #8 - add at the end of the section:

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. Notwithstanding anything herein to the contrary, Contractor and its agents, servants, and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the City for purposes of Florida Statute 768.28. It is the intention of the parties that, to the greatest extent permitted by applicable law, Contractor shall be entitled to protection under the doctrine of sovereign immunity, including limitations of liability, to the same extent as City would be in the event that the services provided by Contractor were being provided by City. Nothing in the Contract shall be deemed a waiver of such protections.

#### TERMINATION FOR CONVENIENCE

The City of Green Cove Springs shall have the right to terminate at the City's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the City of Green Cove Springs.

Contractor may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

#### V. INDEMNIFICATION REQUIREMENT

The City shall require the following or similar indemnification paragraphs to be made part of the contract(s) as entered into with the successful proposer(s):

The City shall be held harmless against all third party claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence.

Notwithstanding anything herein to the contrary, Contractor and its agents, servants, and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the City for purposes of Florida Statute 768.28. It is the intention of the parties that, to the greatest extent permitted by applicable law, Contractor shall be entitled to protection under the doctrine of sovereign immunity, including limitations of



liability, to the same extent as City would be in the event that the services provided by Contractor were being provided by City. Nothing in the Contract shall be deemed a waiver of such protections.

IN NO EVENT SHALL CONTRACTOR OR CITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES. LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF CITY OR CONTRACTOR UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONTRACTORS INSURANCE. (SUCH LIMITS SHALL DEFINE CITY'S MAXIMUM LIABILITY TO THE SAME EXTENT AS IF CITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).



## **Photo Credits and Sources**

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Old Clay County Courthouse - "(Old) Clay County Court House" by jimmywayne is licensed under CC BY-NC-ND 2.0

Marinas at St Johns River - <a href="https://marinas.com/view/marina/95cgpj">https://marinas.com/view/marina/95cgpj</a> Green Cove Springs Marina Green Cove Springs FL United States

Tree Line Up Waterfront - https://laurenglobetravel.com/2019/09/16/day-trip-to-green-cove-springs-florida/

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Renovated Clay Theatre - https://www.claytheatre.com/amenities/

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# **CITY OF GREEN COVE SPRINGS** LC 2020-20 2045 Comprehensive Plan Update



# Submit by Dec 22, 2020

2:00pm

Submitted by CHW

# **PLANNING + DESIGN**

#### Submitted to:

Contracting Agency: Address:

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



www.chw-inc.com



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Florida Corporate Status
Public Entity Crimes Statement Form
Drug Free Workplace Compliance Form
City Contracts and Agreements Form
Acknowledgment of Addenda



December 22,, 2020

City of Green Cove Springs Ms. Laurie Griffin, Assistant Finance Director 321 Walnut Street Green Cove Springs, FL 32043

RE: LC 2020-20 2045 Comprehensive Plan Update

**Dear Selection Committee:** 

CHW Professional Consultants thanks you for the opportunity to continue to serve the great City of Green Cove Springs, Florida. We are pleased to submit the enclosed Request for Proposal (RFP) package in response to the City's request. Our carefully selected key personnel was specifically chosen to best provide experience, expertise, and proven success in helping communities achieve their short- and long-term goals through comprehensive planning processes. CHW compiled a professional team for Green Cove Springs with extensive experience working with local governments throughout Florida because each team member has assisted many communities with both Comprehensive Planning and Land Development Code Update.

All CHW professionals have worked to create successful community entitlement plans, whether through the fundamental elements of Land Use and Zoning, or through more definitive mechanism such as overlay districts and CRAs. Our key personnel have worked with multiple municipalities and counties to facilitate their goals and meet community needs through carefully constructed plans. Additional information regarding all these example projects can be found in our application materials.

Many of the team members have also personally served on citizen advisory boards and understand the Comprehensive Planning process from the citizen's perspective. Through these professional and personal roles, the CHW team has built experience and established valuable relationships with the communities we serve, all while accomplishing successful projects. This application package demonstrates the CHW's abilities, experience, and proven success in completing projects that satisfy the functional needs of a community and meet the financial / budgetary needs of the local governments.

The CHW Project Team will complete the outlined Scope of Work in four (4) chronological phases:

- Developing a data and analysis collection strategy to update the City's Comprehensive Plan in a manner that is consistent with the City's current goals and vision;
- 2. Conduct a thorough Public Engagement effort to involve all interested citizens, businesses, and stakeholders;
- 3. Preparing and processing the necessary Comprehensive Plan Amendments; and
- 4. Outlining the required Land Development Regulations amendments, to compliment the Comprehensive Plan strategy.

It will take approximately 13 months to complete the four (4) project phases. Our proposed schedule and pricing are consistent with what we understand to be the City's plan for this project. We trust that you will find our RFP package complete and

# Corporate Office

11801 Research Drive Alachua, Florida 32615 (352) 331-1976

WWW.CHW-INC.COM





well presented. Please feel free to contact me directly should you need any additional information or clarification. We look forward to working with you, your staff, and the entire community to define the City of Green Cove Springs vision for long-term continued community resilience, growth, and opportunity for each and every person.

Sincerely,

**CHW Professional Consultants** 

Gerry Dedenbach, AICP Vice President / Principal in Charge

gerryd@chw-inc.com

Craig Brashier, AICP

Director of Planning and GIS Services

**Project Manager / Primary Point of Contact** 

craigb@chw-inc.com

d: (386) 518-5113 | c: (352) 672-7689 11801 Research Drive, Alachua, FL 32615

**Corporate Office** 

11801 Research Drive Alachua, Florida 32615 (352) 331-1976

WWW.CHW-INC.COM

# Tab A Company Information

Provide an overview of the history of the company, range of services typically provided, expertise, number of employees and states in which company operates.

# **Company Information**



## **CHW Professional Consultants**

## Offices:

Gainesville/Alachua County, Florida Jacksonville/Duval County, Florida Ocala/Marion County, Florida

## Licensed in:

AL, FL, GA, NC, SC, TN AICP Certifications cover Nation AIGA Certifications cover Nation

## **Contacts:**

## PRINCIPAL IN CHARGE

## GERRY DEDENBACH, AICP, LEED AP

Vice President gerryd@chw-inc.com

## PM / PRIMARY POINT OF CONTACT CRAIG BRASHIER, AICP

Director of Planning + GIS Services craigb@chw-inc.com

## **OVERVIEW / HISTORY**

At the core of CHW is passion – for people, for our community, for progress – which drives everything we do. Perfecting the details of our craft and focusing on the bigger picture work hand-in-hand. **This simple idea has fueled us since 1988.** We strive to create meaningful change and have a vision that's anything but small.

CHW offers turn-key solutions through our fullservice professional disciplines and also delivers individual services, depending on our clients' specific project needs. The scope and content of our professional services match our clients' needs, from concept to completion specializing in:

- general civil engineering
- surveying + mapping
- planning
- urban design
- design + permitting
- transportation engineering
- traffic studies
- landscape architecture
- construction administration
- construction engineering inspection

**TYPE-S CORPORATION** April 13, 1988 Chance & Causseaux 1988 Causseaux, & Ellington 1997 Causseaux, Hewett, Walpole, (dba CHW) 2007 Tax Paver ID# 59-2883104 Cage Code # 5LEB7 Duns # 187636238 Engineering License No. CA5075 Surveying + Mapping License No. LB5075 Landscape Architecture License No. LA0001683 Land Planning AICP/APA Urban Design AICP/PLA/ASLA Graphic Design **AIGA** Construction Administration CTQP/FDOT CFL CTQP/FDOT

# CHW staff consists of over 80 employees

## **PLANNING + DESIGN**

- Three (3) AICP Certified Planners
- One (1) Land Planner
- Three (3) GIS Specialists
- Four (4) Professional Landscape Architects
- Three (3) Landscape Designers
- Two (2) CADD Designers
- Three (3) Graphic Designers
- Administrative Support Personnel

## **ENGINEERING**

- Thirteen (13) PE's
- Four (4) LEED AP's
- Three (3) Engineering Interns
- Eight (8) CADD Designers
- Three (3) Project Coordinators
- Administrative Support Personnel

## **SURVEYING + MAPPING**

- Five (5) PSM's
- Two (2) Project Surveyors
- Five (5) CAD Technicians
- · Seven (7) Crew Chiefs
- Seven (7) Field Crews
- Five (5) Instrument Persons
- Administrative Support Personnel

## **CONSTRUCTION ADMINISTRATION + CEI**

- One (1) PE Project Manager
- One (1) CGC Project Manager
- Three (3) CTQP Construction Inspectors
- Administrative Support Personnel



# Tab B Consultant Qualifications

Qualifications and Capabilities

Project Summaries (3)

Past Experience

Key Personnel Roles

Client References

Provide a summary of three (3) projects or related work that the consultant has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries.

## **Consultant Qualifications**

The CHW Team is a group of creative, collaborative, and passionate professionals that have provided a full range of planning, engineering and design services in throughout Florida for over 30 years. Our team has experience working on projects in the City of Green Cove Springs, including developing plans, studies, reports and graphics that ultimately result in successful planning and visioning that enhances our community. We are excited for the opportunity to continue working with the City of Green Cove Springs.

CHW is a interdisciplinary firm that specialize in the scope of services required for the successful implementation of the 2045 Comprehensive Plan Update, such as:

Public and Stakeholder Engagement
Data and Analysis Collection
Economic and Community Impact Analysis
Future Land Use Element Updates / Amendments
Transportation Element Updates / Amendments
Mapping / Geographic Information System (GIS)
Illustrations / Renderings / Graphic Design
Public Hearing Presentations
Safety Planning
Corridor Analysis
Traffic Impact Analysis
Bicycle and Pedestrian Planning / Studies



Provide a summary of three (3) projects or related work that the consultant has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries.

# **Project Experience**

At CHW we plan, survey, design, engineer, administer and inspect with a purpose: to positively transform the communities we serve. From planning municipal projects to engineering new roadway systems, we empower progress, concept to construction; merging the practical and purposeful to move every project in the right direction. For over 30 Years, our Planning, Design, Surveying, and Engineering Team has provided professional services to local governments and agencies.





West Tuscaloosa Community Inventory



City of Newberry Economic Development Analysis / Agri-Tech Park Master Plan



City of Green Cove Springs Planning Services



City of Alachua 2036 Long Range (LRTP) Transportation Plan



City of Jacksonville Downtown DRI Abandonment



City of Alachua Legacy Park Master Plan



City of Hawthorne Historic Johnson Street Visioning Plan



University of Florida Civic Spaces Master Plan



Univ. of Florida SW 2nd Ave & SW 4th Ave Multimodal Corridors



Gainesville CRA South Main Street Master Plan and Design

## **Project Scope Relevancy Chart**

1	2	3	4	5	6	7	8	9	10	SCOPE
X	X	X	X	X	X	X	X	X	X	Public and Stakeholder Engagement
X	X	X	X	X	X	X	X	X	X	Data Collection and Analysis (Existing Conditions)
X	X		X		X	X		X	X	Economic and Community Impact Analysis
X	X	X		Χ						Future Land Use Element Updates / Amendments
	X		X	X						Transportation Element Updates / Amendments
X	X	X	X	Χ	X	Χ	Χ	Х	Х	Mapping / Geographic Information System (GIS)
X	X		X		X	X	X	X	X	Illustrations/ Renderings / Graphic Design
X	X	X	X	Χ	Х	X	Χ	Х	Χ	Public Hearing Presentations
X			X				Χ	Х	Х	Safety Planning
X	Х		X				Х	Х	Х	Corridor Analysis
	Х	Х	Х	Х	Х				Х	Traffic Impact Analysis
Х			X		Х	Х	Х	Х	Х	Bicycle and Pedestrian Planning / Studies

## West Tuscaloosa Community Inventory

CHW's Planning group lead a multi-disciplinary team including Architects, Engineers, Surveyors, and Landscape Architects to create a community inventory, blight study in accordance with Alabama Statutes, and foundation for an overall Comprehensive Plan and Land Development code update. Over a year-long time frame, the team extensively examined land use, zoning, and other key relevant community indicators to create policies and directives to accelerate economic development and neighborhood stabilization.

The CHW led team conducted extensive community-based and stakeholder interviews, including multiple public engagement and involvement exercises. All efforts were focused at creating the foundation for Tuscaloosa's "Framework", which was the overall comprehensive plan/land development code update process. During the Community Inventory, the multidisciplinary team reviewed, researched, and produced critical Data & Analysis through a community inventory approach.

Tuscaloosa, is similar in community form to Gainesville, Florida, as it is home to the University of Alabama and Stillman College. This is similar to Gainesville, which is home to the University of Florida and Santa Fe College. While both communities possess similar anchor institutions and employers, such as higher education and healthcare, the Black Warrior River bisects Tuscaloosa's urban core. The river, as a geographic element, creates a host of unique commercial, residential, and recreational opportunities, similar to Green Cove Springs.

In many ways, lessons and elements learned in Tuscaloosa are applicable to Green Cove Springs, which borders the St. Johns River. While Green Cove Springs is not home to a major university nor healthcare system, like Tuscaloosa it housed large-scale military / manufacturing efforts based on its proximity to major military training facilities and bases in Jacksonville and Starke. This proximity has an effect on the City's demographics. For example, Green Cove Springs has a high percentage of military retirees and support professionals.

A key challenge the City of Green Cove Springs faces is how it defines, promotes, and retains a unique sense of place and character. To continue to evolve into a stronger and more vibrant city, Green Cove Springs must decide how to capitalizing on opportunities presented by growth emanating from the Jacksonville area, Ponte Vedra, and other traditional coastal communities such as St. Augustine as these areas expand toward Green Cove Springs.



The broad and in-depth Community Inventory, based on extensive public engagement, created a clear view of opportunities and also constraints, such as the frequency and types of crime by location. By researching and understanding Tuscaloosa's geography, economics, and neighborhood structure, relative to its existing infrastructure and public services, we were able to identify conceptual redevelopment catalysts. Green Cove Springs possesses many of same characteristics and abilities to produce opportunity nodes, which can evolve into catalyst sites for future development / redevelopment and resilient neighborhoods. If what initially appear to be obstacles to advancement are thoughtfully incorporated into community indices and strengths, these same elements can create or reinstate resilience within the overall City of Green Cove Springs.

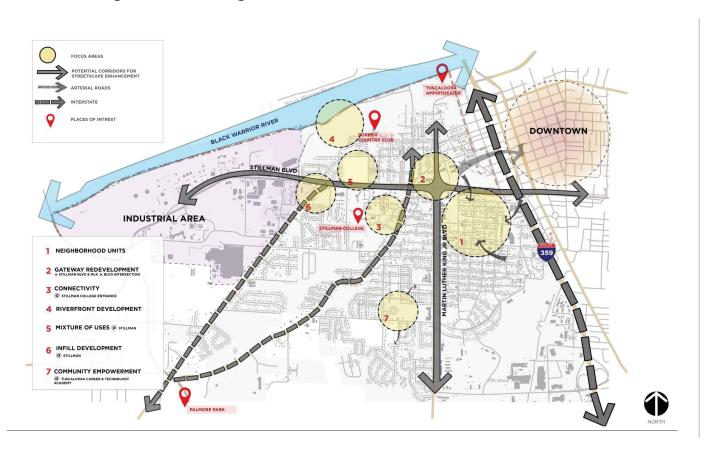
Client Contact Info:
City of Tuscaloosa
Ashley Crites, AICP, Director of
Planning
2201 University Blvd.
Tuscaloosa, AL 35401
(285) 248-5110
Email: acrites@tuscaloosa.com

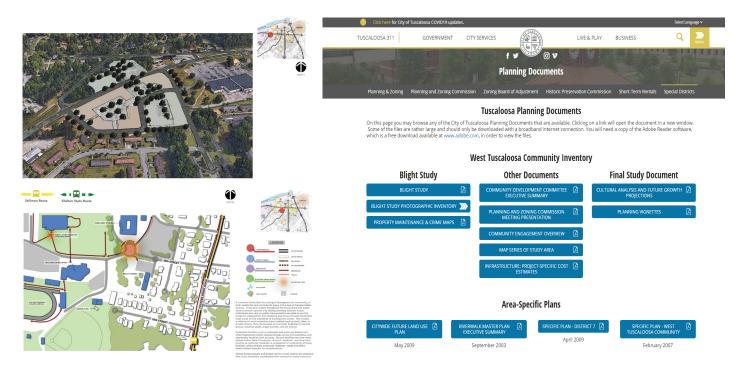
Key personnel involved: Gerry Dedenbach, AICP Craig Brashier, AICP Ryan Thompson, AICP Brian Snyder, PE Laurie Hall, PLA Missy Boyer, AIGA

LiNK: https://www.tuscaloosa.com/ government/planning-zoning/specialdistricts/planningdocs

## **West Tuscaloosa Community Inventory**









December 7, 2020

RE: CHW Reference Letter

To Whom it May Concern,

CHW provided professional planning and design, landscape architecture, and mapping services to the City of Tuscaloosa as part of the 2018 West Tuscaloosa Community Inventory. CHW's integrity, professionalism, technical skills, and knowledge of regulatory permitting are exceptional. Their work quality is consistently high quality and delivered in a timely manner.

For several years, I have known and worked closely with both principals and several employees within CHW. CHW employs highly trained professionals that are dedicated to every project's success. I find each of them to exhibit high character, integrity, and possess a solid expertise in their respective fields.

The firm itself is highly responsive and more than willing to accommodate their client's needs. They are outstanding in their respective fields and continuously strive to provide the highest quality service to the communities they serve and the citizens of those communities. I firmly believe any agency who contracts with CHW will be extremely pleased with the services they provide.

If this office can be of further assistance to you, please feel free to contact me at 205-248-5131 or acrites@tuscaloosa.com.

Sincerely,

Ashley Crites, AICP

**Director of Planning** 



**PLANNING** 

2201 University Blvd. • Tuscaloosa, Al. 35401 • Phone 205-248-5110 • Fax 205-349-0136 • City Hall 205-248-5311

TUSCALOOSA.COM



## City of Newberry Economic Development Market Analysis and Agri-tech Park Master Plan



CHW has worked extensively with the City of Newberry over the past five (5) years to update the City's economic development vision and implementation of this vision through the creation of an Agri-tech Business Park. The first step in this process was to complete an economic development analysis for the W. Newberry Road corridor leading into the City of Newberry. This exercise identified large tracts of land along the corridor that were appropriate for large-scale economic development and job-creating projects, including properties that were likely to annex into the City in the near future. The final recommendations and conclusions from this Corridor Economic Development Study were used to obtain Community Planning Technical Assistance Grant funding for the next step in the process.

CHW was selected by the City of Newberry to be the Professional Planning Consultant responsible for providing the scope of services required by the Community Planning Technical Assistance Grant, and coordination with the DEO. The required scope of services included the creation and implementation of a work plan to update the Future Land Use Element, Economic Development Element, Community Visioning component, and other key elements of the City's Comprehensive Plan to enhance and promote economic development within the City of Newberry.

To gather input for these Comprehensive Plan updates, CHW administered a series of four (4) public workshops as well as two (2) presentations to the City Commission. Based on all the input from the public and the City Commission, the revisions prepared by CHW included the creation of the Corporate Park Future Land Use category to better facilitate the development of a business park focused on agriculture-based businesses and research facilities. This new Future Land Use category also focused on preserving the City's visual character along SR 26, which is a major entry corridor into the City of Newberry.

Following the successful completion of the Community Planning Technical Assistance Grant scope of services to update the City's Comprehensive Plan, the City was awarded additional grant funding to create a Master Plan for the Agri-tech Business Park that was conceptualized in earlier stages of the planning and visioning process.

CHW was chosen by the City to satisfy the scope of services for this Community Planning Technical Assistance Grant and create the Master Plan. The Master Plan was completed in the time frame established by the grant and within the grant budget. The City Commission unanimously approved the Master Plan and the City is now using the final product to solicit additional grant funding to construct the first phase of the Agri-tech Business Park infrastructure.

The City of Newberry is confident that the final results from the previous grant funded projects and the Master Plan documents will be successful in achieving the additional funding they need for the next step in implementing this vision.

## **Client Contact Info:**

City of Newberry Mike New, City Manager 25440 W. Newberry Road Newberry, FL 32669 (352) 472-2161 mike.new@ci.newberry.fl.us

Key personnel involved: Gerry Dedenbach, AICP Craig Brashier, AICP Ryan Thompson, AICP Missy Boyer, AIGA

LINK: https://library. municode.com/fl/ newberry/codes/code\_of\_ ordinances?nodeld=PTIICOOR\_ APXACOPL

## City of Newberry Economic Development Market Analysis and Agri-tech Park Master Plan



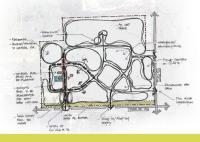














#### EDAMEWORK

THIS INFORMATION WAS THE BASIS FOR A FRAMEWORK MAP THAT IDENTIFIED KEY SITE FEATURES, ADDRESSED COMPATIBILITY WITH ADJACENT USES, AND GENERALLY LOCATED ONSITE VEHICULAR CIRCULATION, STORMWATER MANAGEMENT, AND LAND USES.

THE FRAMEWORK MAP WAS THEN FORMALIZED INTO A PRELIMINARY MASTER PLAN.

Page 731



25440 W Newberry Road Newberry FL 32669 Tel: 352-472-2161 www.ci.newberry.fl.us

December 8, 2020

Reference: Causseaux, Hewett, & Walpole, Inc. (CHW)

Causseaux, Hewett, & Walpole, Inc. (CHW) has provided professional park and recreation design, landscape architecture, civil engineering, planning, and surveying services for a number of projects for the City of Newberry. For several years, CHW has provided review services for several projects submitted to the City and has developed exceptional knowledge of the City's requirements and code standards. CHW has also provided design services directly to the City for a variety of projects. Their work product is consistently of high quality and on-time.

CHW's integrity, professionalism, superb engineering skills, and knowledge of regulatory permitting are exceptional. I have many years of experience working with the firm's principals. I find each of them to exhibit high character and integrity and possess a great deal of expertise in their respective fields. CHW employs highly trained professionals that are dedicated to every project's success. The firm itself is highly responsive and more than willing to accommodate their client's needs.

I firmly believe that any agency that contracts with CHW will be extremely pleased with the services they provide. They are outstanding in their respective fields and continuously strive to provide the highest quality service.

Please advise if you have questions, comments, or require additional information. Thank you.

Sincerely,

Mike New City Manager

# 3

# **City of Green Cove Springs Planning Services**

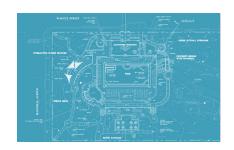
CHW has a long and successful professional working relationship with the City of Green Cove Springs. For a continuous 10-month period in 2018 – 2019 CHW's Director of Planning served as the Planning Consultant to Green Cove Springs. CHW was physically present in the Development Services Department office for a minimum of two (2) days a week. The City of Green Cove Springs was in the process of finding a new City Manager and a new Development Services Director. During this time of transition, CHW provided professional planning services on behalf of the City of Green Cove Springs. CHW met with residents and property owners to discuss development potential for sites located in the City, processed applications for Comprehensive Plan Amendments, Rezonings, Variances, Lot Splits, Subdivisions, and recommended changes to the City's Comprehensive Plan and Land Development Regulations. CHW also provided professional planning services related to ongoing City annexations. CHW served the role of staff to the City's Planning and Zoning Board and made presentations to the City Council representing the Development Services Department.

This experience gives CHW important knowledge and insight into the City's current goals for growth and development through the 2045 planning horizon. CHW's time in the Development Services Department offices also helped to further a mutual respect and trust between the key personnel that will be involved in this project. CHW understands the talent and expertise offered by City staff and has proven how to successfully incorporate these essential components into our previous work products. CHW and the City of Green Cove Springs have proven to be an outstanding and successful team!

CHW's experience as the City's in-house Planning Consultant, provided a unique experience to meet and work face-to-face with many of the City's citizens, elected officials, and potential stakeholders for this project. This will give us a head-start in understanding and addressing the delicate balance between growth and development issues that are most important to the community, i.e. promoting development and economic growth while protecting and enhancing the visual character of the City's entry corridors (US 17 & SR 16), maximizing opportunities created by the First Coast Expressway while maintaining Green Cove Spring's existing character, etc.

In addition to this in-house experience, CHW has also worked with the City of Green Cove Springs on other important projects: Creating a City Stormwater Master Plan, Establishing a Stormwater Management Utility Usage Fee and Credit System, and providing GIS Database Administration & Training for Electrical System Inventory. Additional info for each of these successful projects is provided in the following paragraphs.







# City of Green Cove Springs Planning Services

## Infrastructure Master Plan

CHW worked with Mike Null and the City of Green Cove Springs Public Works Department to inventory existing public utilities, stormwater management facilities, and roadways in order to assess and prioritize capital improvements. As with many older Florida communities, inadequate or failing infrastructure hampers economic development and growth, and places financial hardships on the local government. The City recognized that a Geographical Information System (GIS) analysis would provide both the data collection and analysis tools to document their public infrastructures' location, specifications, and condition most efficiently in order to both conduct routine maintenance and prioritize capital improvement expenditures.

# Stormwater Management Utility Usage Fee and Credit System

CHW again worked with Mike Null and the City of Green Cove Springs Public Work Department to complete an analysis on the Stormwater Utility Fund. These efforts resulted in the creation of usage fees and credits to fairly fund necessary maintenance and improvements to the City's stormwater management system. This system, which was adopted by the City Council and is now in effect, includes the following: a standard billing unit utilizing GIS data sets, rate classes, test rate scenarios, list of exempt entities, and criteria and process to seek credits against the usage fees. CHW was also responsible for presenting this information to the City Council at multiple workshops prior to the final adoption.

## GIS Database Administration & Training for Electrical System Inventory

CHW worked with the existing original electronic AutoCAD files and printed maps to create both the GIS spatial database and the tabular structure. This was accomplished by using the CAD file for the overall overhead electrical system. Specific project tasks included the following: dissemination of the existing Auto CAD City files, data file migration and file conversion from CAD to GIS, georeferencing CAD files into GIS, and populating GIS data attributes based on CAD file labels, layer structure, and field-collected data. CHW then trained the City's Public Works staff on collecting data and maintaining the GIS database.



These examples demonstrate the long and successful working relationship between CHW and the City of Green Cove Springs. This 2045 Comprehensive Plan update provides the perfect opportunity to continue this relationship in a way that benefits the City of Green Cove Springs and its citizens.

Client Contact Info: Steve Kennedy, City Manager Mike Null, Assistant City Manager City of Green Cove Springs 321 Walnut Street Green Cove Springs, FL 32043 (904) 297-7500

Key Personnel Involved: Gerry Dedenbach, AICP Craig Brashier, AICP Ryan Thompson, AICP Brian Snyder, PE

## LINK:

https://evogov.s3.amazonaws.com/190/media/174820.pdf https://evogov.s3.amazonaws.com/190/media/174821.pdf





 Phone: (904) 297-7500
 321 Walnut Areet
 www.greencovesprings.com

 Fax: (904) 284-8118
 Green Cove Aprings, FL 32043
 Florida Relay - Dial 7-1-1

August 7, 2019

Mr. Robert Walpole, President CHW, Inc. 11801 Research Drive Alachua, Florida 32615

RE: Letter of Recommendation

Please accept this letter as an endorsement of the CHW firm. CHW has worked with Green Cove Springs for more than eight (8) years. I personally have found their firm to be knowledgeable in the areas of civil engineering, site planning, GIS, land surveying, and construction inspections, as well as responsive to the needs of their clients. The types of projects for which I have first-hand knowledge of their capabilities include stormwater engineering, site planning, land surveying, and GIS services. They have a team of professionals that are experts in their field.

I wholeheartedly would recommend CHW to serve in whatever capacity any community may deem appropriate, which could include, but may not necessarily be limited to serving as your engineer.

Sincerely,

Steve Kennedy, City Manager City of Green Cove Springs

Stim Kennes

Provide a summary of three (3) projects or related work that the consultant has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries.

# **Project Experience**



Reference: **Adam Boukari City Manager** City of Alachua (386) 418-6100

Reference:

**Guy Parola** 

Redevelopment Manager

City of Jacksonville DIA

gparola@coj.net

(904) 630-3448

## CITY OF ALACHUA 2036 LONG RANGE TRANSPORTATION PLAN (LRTP)

#### ALACHUA, FLORIDA

CHW provided Transportation Planning and Transportation Engineering services to the City of Alachua for the creation of the City's Long Range Transportation Plan (LRTP). This project required coordination with City staff, County staff, and the Florida Department of Transportation (FDOT). CHW identified the current roadway and transportation network, identify budgeted transportation system projects, estimate growth over the next 20 years, model the City's traffic over the next 20 years, and identify potential funding sources for transportation projects. The City's LRTP includes a list of identified projects that will best serve the City's multi-modal transportation systems over the next 20 years. CHW's services also included presentations to the City Commission at public hearings and workshops. The final LRTP was adopted on May 22, 2017.

## **KEY PERSONNEL INVOLVED:**

Gerry Dedenbach, AICP, Craig Brashier, AICP, Ryan Thompson, AICP, Brian Snyder, PE, Missy Boyer, AIGA

## CITY OF JACKSONVILLE DOWNTOWN DRI ABANDONMENT

#### JACKSONVILLE, FLORIDA

CHW is assisting the Downtown Investment Authority (DIA), as the Master Developer for the City of Jacksonville's Consolidated Downtown DRI, with abandoning the DRI in accordance with Ch. 380.06(11), Florida Statutes, and rescind the DO. CHW's approach is achieving these tasks in a way that preserves DRI Phase I entitlements as well as other vested entitlements. There are three major efforts or groups of tasks that must be completed to achieve this goal: (1) Strategize with the DIA, the City's Office of General Counsel, City Planning and Development Department, and other City departments or divisions, as necessary, to develop a methodology for preserving the vested and Phase I entitlements within the DRI once the DRI is abandoned and the DO is rescinded; (2) Prepare and process necessary amendments to the City's adopted Comprehensive Plan, Code of Ordinances, Mobility Plan, and other City plans, as necessary; and (3) Lead the process to abandon the DRI and rescind the DO.

## **KEY PERSONNEL INVOLVED:**

Gerry Dedenbach, AICP, Craig Brashier, AICP, Brian Snyder, PE, Seth Wood, AICP Candidate



Reference: Adam Boukari **City Manager** City of Alachua (386) 418-6100

## CITY OF ALACHUA LEGACY PARK MASTER PLAN AND PHASE I MULTI-PURPOSE RECREATION CENTER

#### ALACHUA, FLORIDA

CHW assisted the City of Alachua through the development of the 105-acre Legacy Park Master Plan. CHW also helped refine the Master Plan to further organize and generate support for the next phases of development. CHW finalized the Master Plan with City collaboration and prepared graphics to build community support and facilitate fund raising. CHW then continued into the next phase, which was Phase I of construction, providing construction documents and permits for the site which included a ±40,000 sf multi-purpose building with associated driveway, parking, multi-use path, stormwater management facilities, utility infrastructure, and related improvements. Trails for cycling and walking are also connected to the facility. Phase I and II have been completely constructed and the City is looking forward to Phase III of the park development which will include the construction of sports fields and other amenities.

#### **KEY PERSONNEL INVOLVED:**

Gerry Dedenbach, AICP, Craig Brashier, AICP, Ryan Thompson, AICP, Laurie Hall, PLA, Brian Snyder, PE, Missy Boyer, AIGA

Provide a summary of three (3) projects or related work that the consultant has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries.

# **Project Experience**



Reference: Ellen Vause, City Manager City of Hawthorne 6700 SW 221st Street Hawthorne, Florida 32640 (352) 481-2432

## CITY OF HAWTHORNE HISTORIC JOHNSON STREET VISION PLAN

HAWTHORNE, FLORIDA

The Historic Johnson Street Vision Plan's main objective was to revitalize Hawthorne's downtown area from economic and social perspectives. By updating the urban landscape through infrastructure redevelopment and beautification initiatives and by encouraging pedestrian and bicycle traffic, this plan intends to facilitate economic development and market potential for future growth without compromising the City's unique historic character. In addition, the plan will re-establish a sense of place and identity for the downtown area that will be a source of pride for the City's residents.

## **KEY PERSONNEL INVOLVED:**

Gerry Dedenbach, AICP, Craig Brashier, AICP, Ryan Thompson, AICP, Missy Boyer, AIGA



Reference: Linda Dixon **Director of Planning** University of Florida (352) 273-4010 ldixon@ufl.edu

## UNIVERSITY OF FLORIDA CIVIC SPACES MASTER PLAN

**GAINESVILLE, FLORIDA** 

The administration at the University of Florida identified the intersection of Gale Lemerand Drive and Stadium Road as part of an initiative to create a more iconic outdoor civic space on the University's main campus. CHW was asked to develop a Conceptual Plan for transforming this intersection located adjacent to Ben Hill Griffin Stadium. As part of this effort, CHW performed extensive field inventory and analysis of the project site and facilitated multiple design charrettes to establish programmatic elements and define opportunities and constraints for the project. Input was gathered from a wide variety of user groups from both the University of Florida and the City of Gainesville, including: University Administration, Planning, Design + Construction; Facilities Planning, the Athletic Association, the College of Engineering, the College Design, Construction & Planning, Student Government, the University Police Department and more. Conceptual plans were developed and presented to stakeholders during a series of interactive workshops where feedback was collected and used to produce a final document that contained a Final Conceptual Plan, perspective images, and recommendations for implementation.

## **KEY PERSONNEL INVOLVED:**

Laurie Hall, PLA, John-Michael Simpson, PLA



Reference: **Linda Dixon Director of Planning University of Florida** (352) 273-4010 ldixon@ufl.edu

## SW 2ND AVE & SW 4TH AVE MULTIMODAL CORRIDORS

**GAINESVILLE, FLORIDA** 

CHW, in the summer of 2018, led the visioning, planning and design effort for two important corridors in the City of Gainesville, FL, (SW 2nd Ave & SW 4th Ave) connecting the University of Florida (UF) through the Innovation District to Downtown. The main idea was to re-envision the corridors from vehicular thoroughfares to destinations for pedestrian activity, while accommodating all modes of transportation safely and efficiently. CHW's focus also included developing strategies for creating comfortable environmental conditions to encourage year-round use; exploring strategies for the inclusion of autonomous vehicles; and creating a unique and iconic place for the City of Gainesville and UF.

## **KEY PERSONNEL INVOLVED:**

Laurie Hall, PLA, Craig Brashier, AICP, Missy Boyer, AIGA

Provide a summary of three (3) projects or related work that the consultant has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries.

# **Project Experience**



Reference: Sarah Vidal CRA City of Gainesville, FL (352) 393-8203 vidalsc@cityofgainesville.org

## GAINESVILLE CRA SOUTH MAIN STREET MASTER PLAN AND ROADWAY DESIGN

## **GAINESVILLE, FLORIDA**

CHW was the Prime Consultant on this reconstruction project for the South Main Street corridor in the City of Gainesville. The project was a major investment in the City's efforts to revitalize an industrial area just south of downtown Gainesville and extends from Depot Avenue, southward, to SW 16th Avenue. The scope of the project included a combination of roadway reconstruction (reducing travel lanes from four to two), sidewalks & multi use trail, drainage analysis & improvements, pavement design and review, undergrounding of electrical transmission & distribution lines and communications utilities, landscape enhancements, irrigation, cost estimates, public meetings, and permitting with multiple state agencies. As the Prime Consultant, CHW led the planning, public facilitation, design and construction administration efforts of this multidisciplinary project in Gainesville. The project was recently presented with a Merit Award from the American Society of Landscape Architects Florida Chapter and the ACEC Engineering Excellence Grand Award.

## **KEY PERSONNEL INVOLVED:**

Gerry Dedenbach, AICP, Craig Brashier, AICP, Ryan Thompson, AICP, Brian Snyder, PE, Laurie Hall, PLA

## Relevant Projects

- 1. West Tuscaloosa Community Inventory
- 2. City of Newberry Economic Development Market Analysis and Agri-tech Park Master Plan
- 3. City of Green Cove Springs Planning Services
- 4. City of Alachua 2036 LRTP
- 5. City of Jacksonville Downtown DRI Abandonment
- 6. City of Alachua Legacy Park Master Plan
- 7. City of Hawthorne Johnson St. Visioning Plan
- 8. University of Florida Campus Trails Master Plan
- 9. University of Florida SW 2nd Ave & SW 4th Multi-Modal Corridors Visioning Plan
- 10. Gainesville CRA South Main Street Master Plan and Roadway Design

1	2	3	4	5	6	7	8	9	10	ROLE	NAME
X	×	X	x	X	х	×			×	Principal In Charge	Gerry Dedenbach
Х	Х	Х	Х	Х	Х	х	Х	Х	×	Project Manager / Primary POC	Craig Brashier
Х	Х	Х	Х		Х	Х			х	GIS Specialist / Planner	Ryan Thompson
				Х						Planner	Seth Wood
Х		Х	Х	Х	Х			Х	×	Traffic Engineer	Brian Snyder
Х					Х		Х	Х	х	Urban Design / LA	Laurie Hall
							Х			Transportation LA	John-Michael Simpson
Х	Х		Х		×	×	×	Х		Graphic Design	Missy Boyer

has held contracts for several Florida local governments and educational institutions. Long-term relationships with these entities and the diversity of services are the cornerstone of CHW and its team members' success.

Throughout Florida, CHW staff are committed to the goal of establishing long-term client relationships and providing responsive client representation. Nurtured by the four principal owners, CHW has grown based on responsiveness to clients, technically-sound positioning in the community, and strategic acquisition of professional expertise. CHW's diverse staff of numerous professional and technical engineers, surveyors, designers land planners, landscape architects, technicians, construction administrators, inspectors, and support personnel all share a common goal of satisfying clients' comprehensive needs.

## **COMMUNITY INVOLVEMENT**

CHW actively works to stay involved with our local community on multiple levels. We volunteer our time and efforts to improve our community.

CHW and its employees are involved in various local and professional organizations. Our involvement with local organizations improves our local communities. Our involvement with professional organizations is to learn advancements in our field and technology, to stay abreast of changes in codes and laws, and to take leadership positions in the local chapters of these organizations.

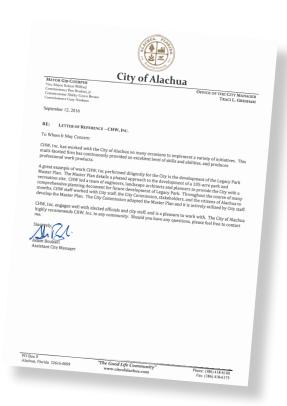
A great example of work CHW, Inc. diligently performed for the City is the development of the Legacy Park Master Plan. The Master Plan details a phased approach to the development of a 105-acre park and recreation site. CHW lead a team of engineers, landscape architects and planners to provide the City with a comprehensive planning document for future development of Legacy Park. The City Commission adopted the Master Plan and it is actively utilized by City staff.

Adam Boukari City Manager, City of Alachua

## **CHW REFERENCES**

Client References for Similar Professional Services
The CHW Team has a very successful track record
of experience with municipalities which has been
achieved by providing excellence and integrity in our
work. We pride ourselves in our work and service
so we encourage you to call our clients to verify our
efforts and to receive a first-hand report.

- City Manager | City of Newberry 25440 W. Newberry Road | Newberry, FL 32669 (352) 472-2161 | mike.new@ci.newberry.fl.us
- 2 CONTACT: ASHLEY CRITES, AICP
  Director of Planning | City of Tuscaloosa
  2201 University Blvd. | Tuscaloosa, AL 35401
  (285) 248-5110 | acrites@tuscaloosa.com
- CONTACT: ELLEN VAUSE
  City Manager | City of Hawthorne
  PO Box 1270 | 6875 SE 221st Street | Hawthorne, FL 32640
  (352) 481-2432 | evause@cityofhawthorne.net
- CRA Director | Gainesville Community Reinvestment Area 2153 SE Hawthorne Road, Suite 223 | Gainesville, FL 32641 (352) 393-8203 | vidalsc@cityofgainesville.org
- 5 CONTACT: ADAM BOUKARI
  Assistant City Manager | City of Alachua
  P.O. Box 9 | Alachua, FL 32616
  (386) 418-6100 | aboukari@cityofalachua.org



Provide a summary of three (3) projects or related work that the consultant has recently completed. Include similarities in scope of work and other relevant inform it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries..

# **Key Personnel Roles**



CHW's team covers all the qualifications it takes to ensure the potential tasks outlined in the City of Green Cove Springs 2045 Comprehensive Plan Update scope of work can be addressed by an experienced professional staff.

СНУ	V KEY INDIVIDUALS	NAME	YEARS EXP.	YEARS W/ FIRM	LICENSE/CERTIFICATION
1.	Principal In Charge	Gerry Dedenbach, AICP, LEED AP	30	17	AICP #017024
2.	Project Manager / Primary Point of Contact	Craig Brashier, AICP	18	10	AICP #019953
3.	GIS Specialist / Planner	Ryan Thompson, AICP	11	11	AICP #214839
4.	Planner	Seth Wood, AICP Candidate	3	2	AICP Candidate #366232
5.	Traffic Engineer	Brian Snyder, PE	15	7	PE - Florida #74607
6.	Urban Design Landscape Architecture	Laurie Hall, PLA, ASLA	14	14	Fla License No. LA6667049
7.	Transportation Landscape Architecture	John-Michael Simpson, PLA	6	0.5	Fla. License No. LA6667436
8.	Graphic Design	Missy Boyer, AIGA	23	8	AIGA #345206

















Roles and Experience



Provide a summary of three (3) projects or related work that the consultant has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries..

# **Key Personnel Roles**



#### PRINCIPAL IN CHARGE

**GERRY DEDENBACH, AICP | PLANNER | MTPO EXPERTISE |** Mr. Dedenbach will administer all contracts and budgets associated with the project. His professional experience allows him to provide invaluable insight and input on industry best practices for planning and designing successful projects. Mr. Dedenbach will be a key component for evaluating, interpreting, and applying information gathered from stakeholder interviews. Mr. Dedenbach will participate in community presentations to the City Commission and other stakeholders. Mr. Dedenbach's professional experience with the City of Green Cove Springs will also make him a valuable resource as part of the team's peer review and QA/QC procedures.



## PROJECT MANAGER / PRIMARY POINT OF CONTACT

**CRAIG BRASHIER, AICP | DIRECTOR OF PLANNING |** Craig Brashier, AICP will serve as this projects primary point of contact and project manager. He is certified by the American Institute of Certified Planners and has over 18 years of experience in planning and project management. Craig focuses on comprehensive and land use planning, zoning, entitlements, and due diligence analyses. His breadth of experience ranges from advising clients and local governments on Comprehensive Plan text and map amendments to large-scale planning efforts with extra-jurisdictional and regional impacts. Craig works with local governments, the general public, and stakeholders to promote economic growth through community reinvestment. He has overseen projects throughout Florida, and has extensive experience working with federal, state, and local agencies, including the State of Florida Department of Economic Opportunity, county and City governments, the Florida Department of Transportation, and the Florida Department of Environmental Protection.



**RYAN THOMPSON, AICP | PROJECT PLANNER, GIS + DATA ANALYSIS |** Mr. Thompson will play a key role during the data collection and analysis portion of the process. Mr. Thompson has extensive experience with utilizing GIS to obtain and analyze data that will be critical during the Data Collection phase of this project. The same GIS skills will be valuable when identifying and evaluating potential corridors and facility inclusion. Mr. Thompson will be key in meeting with stakeholders to obtain valuable input and information as well as assisting with workshop facilitation. Mr. Thompson will also assist with the maintenance and updates to the project website.



SETH WOOD, AICP CANDIDATE | PROJECT PLANNER | Seth Wood is a land use planner at CHW. Seth focuses on organizing community engagement events; conducting land development-related due diligence; analyzing site conditions; creating various forms of graphics and visuals, including maps, site plans, and persuasive presentations; and writing reports. Seth has experience with Form Based Codes, Historic Districts, Traditional Neighborhood Design, and various innovative growth management strategies that can be implemented by a Comprehensive Plan. While Seth focuses on land use, he has experience working in the transportation realm, including assisting CHW's skilled Transportation Engineering team, and interfacing with government and municipal transportation professionals. As a member of the project team, Seth will be readily available to address questions and comments and otherwise serve the needs of the team during the Comprehensive Plan updating process

Provide a summary of three (3) projects or related work that the consultant has recently completed. Include similarities in scope of work and other relevant informatic pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries..

# **Key Personnel Roles**









**BRIAN SNYDER, PE | TRAFFIC ENGINEER |** Brian Snyder, PE, is a CHW Project Manager / Traffic Engineer with over 14 years of experience in the field of Transportation Engineering, including traffic signal and roadway design, operation analysis, safety analysis, traffic impact studies, speed studies, roundabout justification studies, and permitting through City, County, and State governments. Brian serves as Project Manager on traffic study projects, applying his many years of experience to producing accurate and concise studies that meet project needs and regulatory agency requirements.

**LAURIE HALL, PLA | LANDSCAPE ARCHITECT / URBAN DESIGNER |** Ms. Hall's professional experience includes many examples of conducting neighborhood workshops and stakeholder interviews to incorporate findings into a concept plan and site design. She will participate in the project's data and information gathering and analysis tasks. Ms. Hall will be responsible for creating design concepts, and prepare and modify overall public appearance of support materials for workshop communication. Ms. Hall will make recommendations for comprehensive plan updates based on the analysis of information gathered relating to landscape architecture / urban design.

JOHN-MICHAEL SIMPSON | TRANSPORTATION LANDSCAPE ARCHITECT | John-Michael Simpson is a 2015 graduate of the Landscape Architecture Master's program at the University of Florida and is a licensed Landscape Architect in the State of Florida. His professional interests include transportation projects, complete streets, site planning, and environmental planning. Mr. Simpson has worked in various capacities on transportation enhancement projects including conceptual design development, landscape design, 3D modeling, and graphic rendering.

MISSY BOYER, AIGA | GRAPHIC DESIGNER | Ms. Boyer has over 20 years experience in the realm of visual communications and graphic design. Her professional experience includes many examples of developing and maintaining effective communications using varied mediums and channels, online and offline. Ms. Boyer will be responsible for creating communicative graphics and layouts for documents, presentations, social media and websites. She will prepare and modify overall public appearance of support materials for communication, while adhering to the City of Green Cove Springs Brand Guidelines and Design Standards.

# Tab C Proposed Approach

Approach and Methodology
Proposed Timeline
Cost Estimate

Review the scope of services and provide a detailed approach for completing the services and providing the deliverables requested. Review the scope of services and provide a detailed approach to and methodology for completing the services and providing the deliverables requested. This section will also evaluate the quality of the oral presentation and of the submitted example products. This section shall also include a preliminary proposed timeline, initial cost estimate and hourly rates for the key personnel

# **Proposed Approach**

CHW has the capabilities for delivering the 2045 Comprehensive Plan Update scope of services identified in RFP LC 2020-20 with our in-house staff. CHW consists of Professional Planners, Landscape Architects, Urban Designers, GIS Specialists, Civil Engineers, Transportation Engineers, Marketing / Branding / Graphic Design Professionals, Surveyors, and Construction Specialists all under one roof. Most all of these professional resources will be drawn upon to provide the necessary expertise to fulfill the City's goals for this Comprehensive Plan update.

**Our approach** outlines a program that is consistent with the City's scope and 13 month timeline published in the RFP and stated budget of \$75,000. The approach can be broken down into four (4) phases: 1) Data Collection and Analysis; 2) Public Input 3) Process Comprehensive Plan Amendments; and 4) Identify consistent Land Development Code Amendments. The data collection and analysis, along with public input, will occur from Month 1 through Month 5. Draft documents will be prepared, reviewed, and revised from Month 6 to Month 10 when they will be transmitted as Comprehensive Plan text amendments to the Florida Department of Economic Opportunity (DEO). Upon receiving feedback and approval form the Florida DEO, the documents will be finalized and approved by the Green Cove City Council in Month 13. Concurrent with final approval, CHW and City staff will identify the necessary Land Development Code updates to implement the revised Comprehensive Plan Goals, Objectives, and Policies.

In Month 1 a kick-of meeting will be held to introduce all key CHW and City of Green Cove Springs staff. At this meeting the project team will further refine the schedule with specific dates for meetings, workshops, and milestones.

The team will also create a potential Steering Committee and Stakeholders recommendations, along with the strategy for their engagement. The Steering Committee and Stakeholders should include a broad representative cross-section of the community including, but not limited to:

Our approach outlines a program that is consistent with the City's scope and 13 month timeline published in the RFP and stated budget of \$75,000.

The approach can be broken down into four (4) phases:

Data Collection and Analysis

**Public Input** 

Process Comprehensive Plan Amendments

Identify Consistent Land Development Code Amendments

Steering Committee	Stakeholders
This group ensures intergovernmental coordination and continuity across the FLUE, Transportation, Capital Improvements, etc.	This group ensures a balance between community issues and the future Goals, Objectives, and Policies, tying in Quality of Life elements
<ul> <li>City Council representation;</li> <li>PZB representation;</li> <li>City of Green Cove Springs and Clay County officials [Planning, Public Works, Police, Property Appraiser, School Board, etc];</li> </ul>	<ul> <li>Neighborhood and environmental groups;</li> <li>Large-area landowners and local business owners (Green Cove Springs Business League);</li> <li>Residential and non-residential developers and builders;</li> <li>Participants from the City's previous planning efforts;</li> <li>Faith-based, fraternal, social, and recreation organizations' leaders.</li> </ul>

Review the scope of services and provide a detailed approach for completing the services and providing the deliverables requested. Review the scope of services and provide detailed approach to and methodology for completing the services and providing the deliverables requested. This section will also evaluate the quality of the oral presentation and of the submitted example products. This section shall also include a preliminary proposed timeline, initial cost estimate and hourly rates for the key personnel

# Proposed Approach

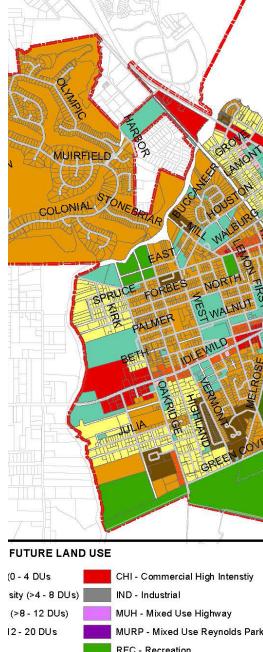
These groups will hone in on larger issues identified at the first Public Workshop and focus on how proposed changes may positively influence community issues. The two groups will also help determine focus points and milestones for the second and third Public Workshops. Individual stakeholder meetings will also occur, at regular intervals, throughout the Data and Analysis effort and public engagement process.

Data collection will be an ongoing, fluid operation throughout the project's first five (5) months. In fact, data collection has already begun with information CHW has in-house from previous jobs working for the City of Green Cove Springs. Similar to the City of Newberry and City of Tuscaloosa work samples CHW submitted as part of this RFP response, the initial data collection will include a community inventory and economic analysis. This is based on the collection, mapping, and analysis of publicly available data from the Clay County Property Appraiser's Office, US Census data, US FWS National Wetlands Inventory (NWI) data, United States Geological Survey data, City of Green Cove Springs Public Works data, State of Florida Division of Corporations, etc. to create an accurate picture of the City's current state, including opportunities and challenges.

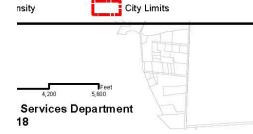
While data collection and analysis will continue throughout the public input process, the majority of the desktop analysis will be completed by the end of Month 2 so that we can have an accurate baseline for initial Public Workshop and Steering Committee Meeting presentations, exhibits, and discussions.

Initially, public involvement strategies will emphasize virtual platforms (Zoom, Teams, etc.) or a hybrid version of virtual and small-scale in-person meetings as long as large-scale in-person gatherings pose potential COVID-19 related health risks. In-person meetings of gradually increasing size can be phased in when safe.

On-line resources, social media platforms, and a project website can also be utilized to gather public input from those not able to attend public meetings. However, CHW is sensitive to the fact that not all Green Cove Springs citizens may have easy access to technology. Therefore, alternative strategies will also be incorporated to insure maximum participation by all citizens, i.e. providing physical copies of project information and engagement materials at City Hall, distributing materials through faith-based leaders and fraternal organizations, inclusion in utility bill mailouts, and/or displaying informational posters at strategic locations around town.







Review the scope of services and provide a detailed approach for completing the services and providing the deliverables requested. Review the scope of services and provide a detailed approach to and methodology for completing the services and providing the deliverables requested. This section will also evaluate the quality of the oral presentation and of the submitted example products. This section shall also include a preliminary proposed timeline, initial cost estimate and hourly rates for the key personnel

# **Proposed Approach**



## **Public Input**

## Public Workshop #1 / Steering Committee #1 Community Kick-off and Community Vision

- Outline the Comprehensive Plan Update objectives, scope, methodology, products, anticipated issues of focus, schedule, and opportunities for community engagement.
- Breakout Exercise Mapping exercise enabling people to identify places where change should be prevented or encouraged, places people love, key concerns, aspirations/vision goals, etc.
- Breakout Exercise Scenarios to better understand actions that need to be taken now to create the best-case scenario future and prevent the worst-case scenario future.

# Steering Committee #2 / Public Workshop #2 Future Land Use Element Goals, Objectives, and Policies

- Recap of Public Workshop #1
- Comp Plan Goals, Objectives, and Policies should be broader, provide direction and framework for more specific LDR standards
- Compatibility of FLUE Goals, Objectives, and Policies with public input, vision, and previous planning efforts
- City staff updates to other Comprehensive Plan Elements
- Recommendations

## Steering Committee #3 / Public Workshop #3 Transportation Element Goals, Objectives, and Policies

- Reemphasize public input and vision from PW #1 and other public input sources
- Compatibility of Transportation Element Goals, Objectives, and Policies with public input, vision, and previous planning efforts
- City staff updates to other Comprehensive Plan Elements
- Recommendations

One (1) Public
Workshop and one (1)
Steering Committee
meeting will be held in
Months 3, 4, and 5 for
a total of three each.

Individual Stakeholder
Meetings will occur
throughout Months
3-5 as opportunities
are available.



CHW and City
Staff will dovetail
Comprehensive
Plan Update efforts
at the Public
Workshops to
provide complete
information and
ensure consistency
throughout all eight
(8) Comprehensive
Plan Elements



Review the scope of services and provide a detailed approach for completing the services and providing the deliverables requested. Review the scope of services and provide a detailed approach to and methodology for completing the services and providing the deliverables requested. This section will also evaluate the quality of the oral presentation and of the submitted example products. This section shall also include a preliminary proposed timeline, initial cost estimate and hourly rates for the key personnel

# **Proposed Approach**

Upon completion of the Public Workshops, Steering Committee meetings, and data collection efforts, draft documents will be prepared for review by City staff, the Steering Committee, the Planning and Zoning Board, and the City Council. The draft documents will include the Community Inventory and Economic Analysis & Mapping, written documentation of the Public Workshops and Steering Committee meetings, and the proposed text amendments to the Future Land Use Element and Transportation Element. The draft documents will be available for review in Month 7. Concurrent with the preparation of the draft documents, CHW will also review the proposed amendments to other Comprehensive Plan elements prepared by City staff for consistency with the Future Land Use Element and Transportation Element amendments, as well as opportunities for peer review and professional recommendations.

Document revisions will also be an ongoing and fluid process once the reviews begin. Realistically, revisions will be ongoing through the end of the Florida DEO review in Month 12. It is expected that the majority of comments and feedback will be received and incorporated into the documents for inclusion in the Planning and Zoning Board (PZB) agenda packages in Month 8. However, it is likely that additional comments will come in as a result of the PZB and City Council transmittal public hearings. Prior to the City Council transmittal public hearing, CHW will lead a workshop with the City Council members to go through the proposed amendments in detail to assist their understanding of the changes and the process that lead to these changes.

Upon Completion of the Florida DEO review and any associated updates to the Comprehensive Plan text, the proposed amendments and the supporting documentation can be finalized for inclusion on the PZB and City Council agendas for final adoption. Again, prior to the City Council approval public hearing a workshop will be held to review any changes that may have occurred since the transmittal to the Florida DEO. **Final Adoption by City Council is scheduled to occur in Month 13.** 

## **Proposed Timeline**

Deliverable	Start
Kick off Meeting with City Staff	Month 1
Establish Steering Committee	Month 1
Data Collection	Month 2
Public Work Shop #1 / Steering Committee #1	Month 3
Public Workshop #2 / Steering Committee #2	Month 4
Public Workshop #3 / Steering Committee #3	Month 5
Draft Documents Preparation	Month 6
Draft Documents for Review	Month 7
Finalize Documents & PZB Transmittal Hearing	Month 8
City Council Workshop & Transmittal Hearing	Month 9
DEO Review and Coordination	Months 10-12
PZB Adoption Hearing	Month 12
City Council Workshop & Adoption Hearing	Month 13
Identify LDC Updates	Month 13
1 2 3 4 5 6 7	8 9 10 11 12 13
Individual Stakeholder Interviews	Document Revisions Finalize Documents  Page 747

Item #18.

Review the scope of services and provide a detailed approach for completing the services and providing the deliverables requested. Review the scope of services and provide a detailed approach to and methodology for completing the services and providing the deliverables requested. This section will also evaluate the quality of the oral presentation and of the submitted example products. This section shall also include a preliminary proposed timeline, initial cost estimate and hourly rates for the key personnel

# **Cost Estimate**

## Hourly Rates for Key Personnel

Principal	Director	Project Manager	Planner	Designer
\$225.00	\$180.00	\$165.00	\$120.00	\$105.00

TASK I	CITIZEN ENGAGEMENT AND DATA COLLECTION		COST
	Kick-Off Meeting with City Staff		
	Establish Steering Committee		
	Existing Conditions / Community Inventory (Data Collection)		
	Public Workshop #1		
	Steering Committee Meeting #1		
	Public Workshop #2		
	Steering Committee Meeting #2		
	Public Workshop #3		
	Steering Committee Meeting #3		
	Individual Stakeholder Interviews		
		TASK I Sub Total	\$22,680.00
TASK II	DRAFT COMPREHENSIVE PLAN ELEMENTS		COST
	Draft EAR-Based Future Land Use Element		
	Draft EAR-Based Transportation Element		
	Review of Staff Drafted EAR-Based Amendments		
	Draft Map Series' and Exhibits for Future Land Use and Transportation Elements		
		TASK II Sub Total	\$24,480.00
TASK III	DRAFT PRESENTATION/REVIEW		COST
	Preparation of Draft Documents for Review		
		TASK III Sub Total	\$5,460.00
TASK IV	REVISION TO DRAFT PLAN		соѕт
	PZB Transmittal Hearing		
	City Council Workshop		
	City Council Transmittal Hearing		
	DEO Coordination		
	Document Revisions Based on Review Comments / Feedback		
		TASK IV Sub Total	\$11,850.00
TASK V	FINAL PLAN		COST
	Finalize Documents for Submittal to Client		
	PZB Transmittal Hearing		
	City Council Workshop		
	City Council Transmittal Hearing		
		TASK V Sub Total	\$9,105.00

Project Total \$73,575.00



# Tab D Available Capacity

Available Capacity Chart

Team Organization

Key Personnel Resumes

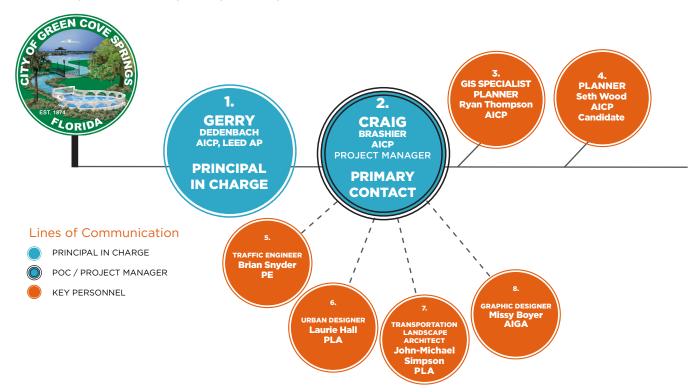
Subcontracting Consultants Statement

Conflict of Interest Statement

The consultant shall provide a statement confirming that it has the available capacity within its current personnel and workload to complete the cope of work within Professional resumes of key personnel and any relevant previous work product as deemed appropriate by the consultant shall be included.

# **Available Capacity**

CHW is committed to meeting the requirements of the City of Green Cove Springs 2045 Comprehensive Plan Update. CHW's team will commit the resources needed to deliver the contracted scope of services within the mutually agreed upon project schedule(s). We will make resources and professional staff available to address the needs of each individual task. We will deliver available resources and professional staff to address the needs of these deliverables. We also are committed and capable of performing on multiple tasks concurrently while meeting timely delivery of services.



1	2	3	4	5	6	7	8	KEY PERSONNEL BY NO. LISTED IN ORG CHART	
50%	80%	80%	80%	35%	25%	40%	25%	AVAILABILITY % AND TASK ASSIGNMENTS	
x	x	x	x					Kick off Meeting with City Staff	
x	x	x	x					Establish Steering Committee	
	x	x	x	x	x	x		Data Collection	
x	x	x	x		x			Public Work Shop #1 / Steering Committee #1	
X	x	x	X		x			Public Workshop #2 / Steering Committee #2	
X	x	x	X	x		x		Public Workshop #3 / Steering Committee #3	
	x	X	x	x	x	x	х	Draft Documents Preparation	
	X	X	x	x	x	x		Draft Documents for Review	
X	x	x	X				х	Finalize Documents & PZB Transmittal Hearing	
X	x	x	X					City Council Workshop & Transmittal Hearing	
	x	x	x					DEO Review and Coordination	
X	X	X	x				x	PZB Adoption Hearing	
x	x	x	x				x	City Council Workshop & Adoption Hearing	

Resumes

Key Personnel Resumes on following pages







17 years with CHW 30 years total

#### **EDUCATION**

B.S., Bachelor of Science in Landscape Architecture, University of Florida

#### REGISTRATION

American institute of Certified Planners #017024

LEED Accredited
Professional Certification

FAA Licensed Remote UAS (Drone) Pilot

## **AREA OF SPECIALIZATION**

Project Development and Management

Community Design and Charrette Facilitation

Comprehensive Site / Campus Master Planning

Development of Regional Impact (DRI) Facilitation

Development Order /
Agreement Preparation &
Negotiation Transportation
Corridor Design and
Planning Expertise

Special Use / Special Exception Permitting

Rezoning and Planned Zoning Preparation

Expert Witness/Testimony
- Quasi-Judicial Proceedings

Comprehensive Plan & Land Development

Code Authoring

## **GERRY DEDENBACH, AICP, LEED AP**

PRINCIPAL IN CHARGE / VICE PRESIDENT

Gerry Dedenbach, AICP has worked with communities across the State of Florida with varying economies, conditions, and socio-economic clines, focused on creating and designing socially, economically, and environmentally sound communities. Assisting communities through focused work on economic development, educational, and healthcare master planning at the community-wide level. Utilizing Geographic Information Systems (GIS) and sustainability principals, Gerry has facilitated community design charrettes, public engagement processes, and built strong consensus on local, regional, & statewide planning initiatives.

Mr. Dedenbach will administer all contracts and budgets associated with the project. His professional experience allows him to provide invaluable insight and input on industry best practices for planning and designing successful projects. Mr. Dedenbach will be a key component for evaluating, interpreting, and applying information gathered from stakeholder interviews. Mr. Dedenbach will participate in community presentations to the City Commission and other stakeholders. Mr. Dedenbach's professional experience with the City of Green Cove Springs will also make him a valuable resource as part of the team's peer review and QA/QC procedures.

- West Tuscaloosa Community Inventory, Tuscaloosa, AL
- City of Jacksonville DIA Downtown DRI Abandonment, Jacksonville, FL
- City of Newberry Economic Development Corridors Study, Newberry, FL
- South Main Street Master Plan and Roadway Design, Gainesville CRA, Gainesville, FL
- Hull Rd. & SW 34th St. District Master Plan, University of Florida, Gainesville, FL
- Butler Plaza North Large-Scale Comprehensive Plan Amendment, PD Rezoning, Design and Permitting, Butler Enterprises, Gainesville, FL
- Agri-Tech Research Park Master Plan, City of Newberry / UF IFAS, Newberry, FL
- ▶ Little Orange Creek Nature Park Master Plan, Hawthorne, FL
- Downtown Vision Plan for Historic Johnson Street, Hawthorne, FL







## **CRAIG BRASHIER, AICP**

PROJECT MANAGER / DIRECTOR OF PLANNING

Craig Brashier, AICP is certified by the American Institute of Certified Planners with over eighteen (18) years of experience in planning and project management. Craig has overseen projects in the City of Green Cove Springs serving as an embedded planning consultant, and has extensive experience working with local government Comprehensive Plans, Land Development Regulations, Master Planning Documents, Visioning Charrettes, Due Diligence, Public Facilitation, and Public Presentations.

Craig will focus on project management of the entire CHW team including project schedule, budget, and QA/QC. Craig will be the primary point-of-contact for the City of Green Cove Springs. Craig will also manage CHW's services to support Tasks I and V as outlined in the RFP.

#### YEARS OF EXPERIENCE

10 years with CHW 18 years total

#### **EDUCATION**

M.S., Master of Science in Planning University of Tennessee

B.S, Bachelor of Arts, University of Memphis

## REGISTRATION

American Institute of Certified Planners (AICP) #19953

## AREA OF SPECIALIZATION

Project Development
Project Management
Corridor Analysis
Economic & Community
Impact Analysis
Transportation Studies
Data Collection + Analysis
GIS
Bicycle + Pedestrian
Planning / Studies
Development Order/
Agreements

Rezoning and Planned

**Public Involvement** 

Zoning

- City of Green Cove Springs Planning Department Technical Assistance, Green Cove Springs, FL
- West Tuscaloosa Community Inventory, Tuscaloosa, AL
- City of Jacksonville DIA Downtown DRI Abandonment, Jacksonville, FL
- City of Newberry Agri-tech Master Plan, Newberry, FL
- City of Newberry Comprehensive Plan Update, Newberry, FL
- Downtown Vision Plan for Historic Johnson Street Area, Hawthorne, Florida
- South Main Street Master Plan and Roadway Design, Gainesville CRA, Gainesville, FL
- 2nd Ave./4th Ave. Complete Street Visioning Study, Gainesville, FL
- Hull Rd. & SW 34th St. District Master Plan, University of Florida, Gainesville, FL
- Legacy Park Master Plan, Alachua, FL
- Little Orange Creek Nature Park Master Plan, Hawthorne, FL
- Oaks Mall DRI Abandonment, Gainesville, FL
- Wiregrass Ranch DRI, Pasco County, FL
- ▶ Hickory Hill DRI Hernando County, FL
- Pasco Town Centre / Tampa Bay DRI, Pasco County, FL
- City of Alachua 2036 Long Range Transportation Plan (LRTP), Alachua, FL
- Butler Plaza North Large-Scale Comprehensive Plan Amendment, PD Rezoning, and Permitting, Gainesville, FL
- High Point Crossing Large-Scale Comprehensive Plan Amendment, Alachua, FL
- DRI Review while at Withlacoochee Regional Planning Council,
   5 County Region, Florida







11 years with CHW 11 years total

#### **EDUCATION**

M.A., Master of Arts in Urban and Regional Planning,

University of Florida B.S., Bachelor of Science in Food and Resource Economics

University of Florida

## REGISTRATION

American Institute of Certified Planners (AICP) - 214839

## AREAS OF SPECIALIZATION

Comprehensive Planning
Rezonings and Planned
Developments
Special Use / Exception
Permitting
Site Suitability Analysis
Cartography and GIS
Analysis
Rendering and 3-D
Modeling
Conceptual / Site Planning

## RYAN THOMPSON, AICP

LAND PLANNER / GIS SPECIALIST / PLANNING PROJECT MANAGER

Ryan Thompson, AICP is a Land Planner / Spatial and Visual Analyst at CHW. With over 8 years of experience performing land development-related due diligence, preparing site/master plans, and 3-Dimensional renderings for sites varying in size from a single use, stand-alone commercial building to multi-block, mixed-use developments and corridors. He has a vast knowledge of various municipal comprehensive plans and land development regulations, and a visual understanding of client needs that aids in developing work products that not only serve as visual design tools, but also overcome regulatory and economic scrutiny.

Mr. Thompson is responsible for preparing conceptual and draft goals, objectives and policies for public development and private opportunities. He is also focused on the land use equilibrium and physical improvements to city and stakeholders, advisory groups, and elected officials.

- West Tuscaloosa Community Inventory, Tuscaloosa, AL
- Gainesville Regional Utilities Groundwater Recharge Wetland Park Special Exception Application, Alachua County, FL
- City of Alachua 2036 LRTP, Alachua, FL
- City of Newberry Agri-Tech Research Park, Newberry, FL
- City of Newberry Comprehensive Plan Update, Newberry, FL
- Downtown Vision Plan for Historic Johnson Street Area, Hawthorne, FL
- City of Green Cove Springs Public Infrastructure GIS Mapping, Alachua, FL
- City of Alachua Legacy Park Master Plan, Alachua, FL
- Gainesville CRA South Main Street Master Plan and Roadway Design, Gainesville, FL







2 years with CHW 3 years total

#### **EDUCATION**

M.A., Master of Arts in Urban and Regional Planning University of Florida B.A., Bachelor of Arts in Geography, University of Florida

#### REGISTRATION

American Institute of Certified Planners (AICP) Candidate - 366232

## AREAS OF SPECIALIZATION

Community Engagement
Due Diligence
Cartography and
GIS Analysis
Special Use / Special
Exception Permitting
Planning and
Land Use Analyses
Conceptual / Site Planning

## SETH WOOD, AICP CANDIDATE

PROJECT PLANNER

Seth Wood is a land use planner at CHW. Seth focuses on organizing community engagement events; conducting land development-related due diligence; analyzing site conditions; creating various forms of graphics and visuals, including maps, site plans, and persuasive presentations; and writing reports. Seth has experience with Form Based Codes, Historic Districts, Traditional Neighborhood Design, and various innovative growth management strategies that can be implemented by a Comprehensive Plan. While Seth focuses on land use, he has experience working in the transportation realm, including assisting CHW's skilled Transportation Engineering team, and interfacing with City of Gainesville and Alachua County transportation professionals.

As a member of the project team, Seth will be readily available to address questions and comments and otherwise serve the needs of the team during the Comprehensive Plan updating process.

- City of Green Cove Springs Planning Department Mapping Assistance, Green Cove Springs, FL
- Florida Renewable Partners Gilchrist County Solar Special Use Permit, Gilchrist County, FL
- Sand Bluff Solar Special Exception Application, Alachua County, FL
- Store Space Cocoa Land Development Code Text Amendment Application, Cocoa, FL
- Gainesville Regional Utilities Groundwater Recharge Wetland Park Special Exception Application, Alachua County, FL
- City of Jacksonville Downtown DRI Abandonment, Jacksonville, FL
- NW 43rd Street & NW 23rd Avenue PUD/PD Ss-CPA and Rezoning, Gainesville, FL







7 years with CHW 15 years total

#### **EDUCATION**

B.S., Bachelor of Science in Civil Engineering, University of Florida

## **REGISTRATION**

Professional Engineer Florida PE #74607 FDOT Temporary Traffic Control (TCC) - 26030

## AREAS OF SPECIALIZATION

Traffic Studies
Transportation Planning
Studies
Crash Analysis
Traffic Signal Timing
Traffic Signal Design
Transportation/Roadway
Design
Paving and Grading
Pavement Design
Project Management
Traffic Modeling

## **BRIAN SNYDER, PE**

TRAFFIC ENGINEER / TRANSPORTATION ENGINEERING PROJECT MANAGER

Brian Snyder, PE, is a CHW Project Manager / Traffic Engineer with over 15 years of experience in the field of Transportation Engineering, including traffic signal and roadway design, operational analysis, traffic impact studies, speed studies, roundabout justification studies, and permitting through City, County, and State governments. Brian serves as Project Manager on traffic study projects, applying his many years of experience to producing accurate and concise studies that meet project needs and regulatory agency requirements.

- City of Alachua San Felasco Parkway, Alachua, FL
- City of Alachua Long Range Transportation Plan, Alachua, FL
- City of Alachua Legacy Park Master Plan and Phase I Multi-Purpose Recreation Center, Alachua, FL
- Daniel Crapps Agency, Inc. Master Planning, Lake City, FL
- North Florida Regional Medical Center Traffic Impact Analysis, Gainesville, FL
- ▶ UF Baseball Traffic Impact Analysis, Gainesville, FL
- City of Jacksonville Downtown DRI Abandonment Traffic Study, Jacksonville, FL
- Alachua County Roadway Speed Study, Alachua County, Florida
- City of Alachua Roadway Paving NW 157th Street, Alachua, Florida
- Traffic Signal Coordination of Maricamp Road, Marion County, FL
- Signal Design at US 27 & 4 Lane County Rd 225A, Marion County, FL
- > Gainesville CRA South Main Street Improvements, City of Gainesville, FL
- 8th Avenue and SW 143rd Street Roundabout, Gainesville, FL
- Butler Boulevard Roadway Design, Infrastructure + Signalization, Gainesville, FL
- NW 1st Avenue Improvements, City of Gainesville, FL
- SW 40th Boulevard and SW 42nd Street Pedestrian Signalization, Gainesville, FL
- NW 143rd Street and NW 32nd Avenue Signalization, Gainesville, FL
- > State Road 26 and NW 136th Street Signal Design, Gainesville, FL







14 years with CHW 14 years total

## **EDUCATION**

B.S., Bachelor of Science in Landscape Architecture, University of Florida

#### REGISTRATION

Registered Landscape Architect Florida LA6667049

## AREAS OF SPECIALIZATION

Landscape Design Irrigation Design Conceptual Design Presentation Graphics Construction Documentation Project Management

## LAURIE HALL, PLA, ASLA

URBAN DESIGN / DIRECTOR OF LANDSCAPE ARCHITECTURE

Laurie Hall, Director of Landscape Architecture, is a Registered Landscape Architect with over fourteen (14) years of experience in providing site design, project management, presentation graphics, construction documentation, and construction administration services.

Laurie is a Member of the American Society of Landscape Architects (ASLA) where she served two terms as the Florida Chapter Treasurer and is also a member of the City of Alachua Parks and Recreation Board.

Ms. Hall's professional experience includes many examples of conducting neighborhood workshops and stakeholder interviews to incorporate findings into a concept plan and site design. She will participate in the project's data and information gathering and analysis tasks. Ms. Hall will be responsible for creating design concepts, and prepare and modify overall public appearance of support materials for workshop communication. Ms. Hall will make recommendations for comprehensive plan updates based on the analysis of information gathered relating to landscape architecture / urban design.

- Civic Space Master Plan, University of Florida, Gainesville, FL
- 2nd Ave./4th Ave. Complete Street Visioning Study, Gainesville, FL
- Cofrin Park Master Plan, City of Gainesville, Gainesville, FL
- 9th Street Extension and Urban Walkway, Public-Private Partnership, Gainesville, FL
- Legacy Park Master Plan, City of Alachua, Alachua, FL
- Legacy Park Master Plan, Alachua, FL
- Jonesville Park, Gainesville, FL
- Rotary Park at Jonesville, Alachua County, FL
- Alachua Co. Agricultural & Equestrian Ctr & IFAS Ext. Office & Auditorium, Newberry, FL
- Mills Creek Preserve, Nassau County, FL
- Alachua County Resource Recovery Park Master Plan, Gainesville, FL
- ▶ City of Alachua Main St. Landscape Master Plan, Alachua, FL
- ▶ FDOT I-75 + I-95 Welcome Gateways, Hamilton County & Nassau County
- Boys and Girls Club, Gainesville, FL
- Oak Hall School Master Plan, Phases I + II, Gainesville, FL







#### YEARS OF EXPERIENCE

0.5 years with CHW 5 years total

#### **EDUCATION**

B.S, Bachelor of Landscape Architecture, University of Florida

#### **REGISTRATION**

Professional Landscape Architect - Florida #LA6667436

### AREAS OF SPECIALIZATION

Transportation
Enhancement Design
Trail Planning
Construction
Documentation
Site Planning and Design
3D Visualization

### JOHN-MICHAEL SIMPSON, PLA

#### LANDSCAPE ARCHITECT

John-Michael Simpson is a 2015 graduate of the Landscape Architecture Master's program at the University of Florida and is a licensed Landscape Architect in the State of Florida. His professional interests include transportation projects, site planning, and environmental planning. Mr. Simpson has worked in various capacities on transportation enhancement projects including conceptual design development, landscape design, 3D modeling, and graphic rendering.

#### **SELECTED RELEVANT PROJECTS INCLUDE:**

- University of Florida Campus Trails Master Plan, Gainesville, FL
- Fort George Inlet, FDOT District Two, Nassau County, FL
- Hart Expressway, FDOT District Two, Jacksonville, FL
- > SR 105 (Heckscher Drive), FDOT District Two, Jacksonville, FL
- SR 200, FDOT District Two
- I-95 Overland, FDOT District Two
- ▶ I-10 & Hammond Boulevard, FDOT District Two
- ▶ Florida's Turnpike Enterprise, First Coast Expressway
- Raymond H. Neri Park, Pinellas County
- Cotee River Trail Feasibility







### YEARS OF EXPERIENCE 8 years with CHW

#### **EDUCATION**

23 years total

A.S., Associate of Science in Graphic Design Technology, Santa Fe College

Fine Arts and Typography, **Grand Rapids Community** College, Grand Rapids, Michigan

#### REGISTRATION

American Institute of Graphic Artists (AIGA) #345206

### **AREAS OF SPECIALIZATION**

Brand Development + Design

Visual / Written Communications

Creative Strategy +

Direction

Presentation Design

Video Production

Digital Marketing / Social Media Typography

Photography

**Document Design** 

Document Production &

Delivery

Website Design and Management

### MISSY BOYER, AIGA

GRAPHIC DESIGNER / DIRECTOR OF MARKETING + COMMUNICATIONS

Missy Boyer, AIGA is Marketing and Communications Director and in-house graphic designer for CHW, with over 20 years of experience in the realm of visual communications and graphic design. Missy is responsible for developing and maintaining effective marketing communications using varied mediums and channels, online and offline. She plans, conducts and coordinates a range of marketing support activities, such as proposals, presentations and project campaigns. She designs and develops materials and also implements the production and printing process.

Ms. Boyer will be responsible for creating communicative graphics and layouts for documents, presentations, social media and websites. She will prepare and modify overall public appearance of support materials for communication, while adhering to the City of Green Cove Springs Brand Guidelines and Design Standards.

#### SELECTED RELEVANT PROJECTS INCLUDE

- West Tuscaloosa Community Inventory Visual Communications Templates and Project Identity, Tuscaloosa, AL
- Citrus County CR 491 New Roadway Preliminary Engineering Report, Citrus Co., FL
- Agri-Tech Research Park MP Executive Summary, City of Newberry / UF IFAS, Newberry, FL
- Hull Rd. & SW 34th St. District Master Plan Executive Summary, Univ. of Florida, Gainesville, FL
- 2nd Ave./4th Ave. Complete Street Visioning Study Executive Summary, Gainesville, FL
- Legacy Park Master Plan, City of Alachua, Alachua, FL
- City of Alachua Branding and Identity Package, Alachua, FL
- CHW Offices Corporate Branding & Environmental Graphics, Gainesville/Jacksonville, FL
- South Main Street Master Plan and Roadway Design, Gainesville CRA, Gainesville, FL
- Harn Museum of Art Membership Campaign and Brochure Design, Gainesville, FL
- 1st Avenue Streetscape Improvements, Gainesville, FL
- City of Hawthorne Johnson Street Master Plan, Hawthorne, FL
- City of Alachua Wayfinding Master Plan Document Layout, Alachua, FL
- Opportunity Park GIS Mapping and Marketing Brochure, Wakulla County, FL
- UF/UAA Ben HIII Griffin West Concourse Construction Campaign, Gainesville, FL Videos, Website, Photography, Identity, Signage
- UF College of Design, Construction & Planning Orange & Blueprints Cover Design, Gainesville, FL
- Lentz Dodd Financial Group Identity Package, Gainesville, FL
- North Florida Regional Hospital Corporate Brochure Design, Gainesville, FL



# **Proposed Subconsultant Statement**

CHW is an interdisciplinary firm that specializes in the scope of services required for the successful implementation of the 2045 Comprehensive Plan Update. We do not propose the use of any subconsultants.

## **Conflict of Interest Statement**

CHW certifies that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this organization's participation in any activity related to the RFP or execution of the awarded contract.

# Tab E Appendix

Proof of Insurance
Licensure / Certifications
Florida Corporate Status
Public Entity Crimes Statement Form
Drug Free Workplace Compliance Form
City Contracts and Agreements Form
Acknowledgment of Addenda

# **Proof of Insurance**

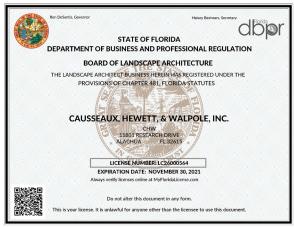
				CA	USHEW-01		NERCHED
ACORD CERTIFICATE OF LIABILITY INSURANCE							(MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA' BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER.	MATT	TER OF INFORMATION ON OR NEGATIVELY AMEND, ICE DOES NOT CONSTITU	LY AND CONFERS	NO RIGHTS	UPON THE CERTIFICA	TE HO	E POLICIES
IMPORTANT: If the certificate holds If SUBROGATION IS WAIVED, subjethis certificate does not confer rights	r is an	ADDITIONAL INSURED, the	policy(ies) must ha	ave ADDITIO	NAL INSURED provision require an endorsemen	ns or b	e endorsed. tatement on
	o the c	ertificate holder in lieu of su	ch endorsement(s)	).			
PRODUCER Hub International Florida			NAME: PHONE (A/C, No, Ext): (352)	377-2002	FAX	(352)	376-8393
2811 NW 41st Street Gainesville, FL 32606			E-MAIL ADDRESS:		RDING COVERAGE	.(002)	NAIC#
			INSURER A : Contine				20443
INSURED					Co of Reading PA		20427
Causseaux, Hewett & Walp	ole Inc		INSURER C : Contine	ental Insurar	nce Company of New J	Jersey	42625
11801 Research Drive Alachua, FL 32615					yers Insurance Comp	oany	10701
Alacilua, FL 32615			INSURER E : Hanove	er Insurance	e Company		22292
			INSURER F:				
		ATE NUMBER:	HAVE BEEN ISSUED		REVISION NUMBER:	THE PO	LICY PERIOD
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY I CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT/	AIN, THE INSURANCE AFFORI	DED BY THE POLIC	IES DESCRIB	R DOCUMENT WITH RESP ED HEREIN IS SUBJECT	ECT TO TO ALL	WHICH THIS THE TERMS,
INSR LTR TYPE OF INSURANCE	ADDL SI	UBR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
A X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	INSD V	6076394058	4/8/2020	4/8/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000 100,000
					MED EXP (Any one person)	s	15,000
					PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
X POLICY X TROT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
OTHER:	$\vdash$				EBL AGG COMBINED SINGLE LIMIT	\$	2,000,000 1,000,000
X ANY AUTO		6076394061	4/8/2020	4/8/2021	(Ea accident)	\$	1,000,000
OWNED SCHEDULED AUTOS		6076394061	4/8/2020	4/8/2021	BODILY INJURY (Per person)	\$	
HIRED NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	
AUTOS ONLY AUTOS ONLY					(Per accident)	6	
C X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	4,000,000
EXCESS LIAB CLAIMS-MADE		6076394089	4/8/2020	4/8/2021	AGGREGATE	\$	
DED X RETENTION\$	1				Aggregate	\$	4,000,000
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		020 50054	1/1/2020	1/1/2021	X PER STATUTE OTH-	_	4 000 000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	830-56851	1/1/2020	1/1/2021	E.L. EACH ACCIDENT	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE		1,000,000
E Prof Liab		LHJD964779 01	7/1/2020	7/1/2021	E.L. DISEASE - POLICY LIMIT Each Claim	\$	3,000,000
E Prof Liab		LHJD964779 01	7/1/2020	7/1/2021	Aggregate		3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (AC	ORD 101, Additional Remarks Schedu	le, may be attached if mo	re space is requir	red)		
CERTIFICATE HOLDER			CANCELLATION				
Informational Purpose			SHOULD ANY OF	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.	ANCEL BE DE	LED BEFORE :LIVERED IN
			3500	$\wedge$			
ACORD 25 (2016/03)			@19	88-2015 AC	ORD CORPORATION.	All ria	hts reserved
	The A	ACORD name and logo are					100011841

Proof of Professional Liability Insurance

Each Claim: \$3,000,000 \$3,000,000 Aggregate: Expires: 7/1/2021

# **License / Certifications**











### **Proof of Corporate License** Civil Engineering

CA5075 effective through 11/30/2021

### Surveying + Mapping

LB5075 effective through 2/28/2021

### **Landscape Architecture**

LC26000564 effective through 11/30/2021

### **FDOT Prequalification Major and Minor Projects**

- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
- 7.1 Signing, Pavement Marking & Channelization
- 7.3 Signalization
- 8.1 Control Surveying
- 8.2 Design, ROW, & Construction Surveying
- 8.4 Right of Way Mapping
- 10.1 Roadway CEI
- 13.6 Planning
- 15 Landscape Architecture



# Florida Corporation



# State of Florida Department of State

I certify from the records of this office that CAUSSEAUX, HEWETT, & WALPOLE, INC. is a corporation organized under the laws of the State of Florida, filed on April 15, 1988, effective April 13, 1988.

The document number of this corporation is M77455.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 3, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2020





Tracking Number: 2576088186CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

# Proof of Corporate Status In Good Standing

M77455 effective through 12/31/2020

# SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), <u>FLORIDA STATUTES</u>, ON ENTITY CRIMES

	(print name of the public entity)
by_(	Gerry Dedenbach, AICP, Vice President
	(print individual's name and title)
for_(	CHW
	(print name of entity submitting sworn statement)
who	se business address is
	11801 Research Drive, Alachua, Florida 32615
;	59-2883104
(If	the entity has no FEIN, include the Social Security Number of the Individual this sworn statement:  I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
(If sign	the entity has no FEIN, include the Social Security Number of the Indivi- ng this sworn statement:

RFP No 2020-20

- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control 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. 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 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 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, 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.)
- X 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 the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity

RFP No 2020-20

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 HIS 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 an subscribed before me this 22nd day of	of December , 20 20
Personally known	
OR produced identification	Notary Public - State of
(Type of identification)	My commission expires 10/2 /22

SHANNON W BRADDY
MY COMMISSION # GG 233581
EXPIRES: October 28, 2022
Bonded Thru Notary Public Underwriters

RFP No 2020-20

(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 a	s follows:
The undersigned vendor/contractor in accordance with Florida Statue 28	7.087 hereby certifies
that (name of business) does:	
1. Publish a statement notifying employees that the unlawful manufacture dispensing, possession, or use of a controlled substance is prohibited in a specifying the actions that will be taken against employees for violations 2. Inform employees about the dangers of drug abuse in the workplace, maintaining a drug-free workplace, any available drug counseling, rehabilistance programs, and the penalties that may be imposed upon employiolations. 3. Give each employee engaged in providing the commodities or contral	the workplace and s of such prohibition. the company's policy of pilitation, and employee yees or drug abuse
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 conthe commodities or contractual services which are under proposal, the enthe terms of the statement and will notify the employer of any conviction nolo contendere to any violation of Chapter 1893 or of any controlled surfured States or any state, for a violation occurring in the workplace no after such conviction.  5. Impose a sanction on, or require the satisfactory participation in a drurehabilitation program if such is available in the employee's community is convicted.  6. Make a good faith effort to continue to maintain a drug-free workplace.	mployee will abide by n of, or plea of guilty or abstance law of the later than five (5) days ag abuse assistance or , by any employee who
implementation of this section.	
As the person authorized to sign the statement, I certify that,	not comply with the
Gerry Dedentad	12/22/20
Vendor/Contractor Signature  RFP No 2020-20	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]:
- If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner 6. 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

RFP No 2020-20

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 <u>not</u> 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.
- 12. The Contractor shall comply with applicable provisions of Section 119.0701, Florida Statutes and any contract between the parties shall fully comply with such section.

RFP No 2020-20

CONTRACTOR/FIRM/INDIVIDUAL

By: Gerry Dedenbach, AICP, Vice President
(Printed Name and Title)

RFP No 2020-20

ACKNOWI	EDGEMENT	Γ OF ADDENDU	M

I acknowledge the receipt of \_\_\_\_3 \_\_\_ Addendums to the original RFP.

Company Representative Signature

RFP No 2020-20



# CITY OF GREEN COVE SPRINGS

# RFP No. 2020-20 2045 Comprehensive Plan Update







December 19, 2020

Mr. Steven Kennedy
City Manager
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

Re: RFP No. 2020-20 - 2045 Comprehensive Plan Update

Dear Mr. Kennedy:

Fleet & Associates is pleased to provide this proposal to evaluate the City's 2025 Comprehensive Plan and to develop the 2045 Comprehensive Plan. The firm was established in 1985 and has specialized in providing comprehensive planning services to small municipalities, including the City of Green Cove Springs. The principals of the firm are Janis K. Fleet, AICP, and Robert S. Fleet, RA. Janis K. Fleet, AICP will be the primary contact for this project and will be involved in all aspects of the Comprehensive Plan Update. In addition to the principals, Fleet & Associates has compiled a team of experts with knowledge of Green Cove Springs to address all aspects of this project. The firm is committed to perform the work in accordance with the terms of the proposal being submitted and has a clear understanding of the work to be done.

#### Qualifications

The Fleet & Associates project team has extensive similar project experience and knowledge of Green Cove Springs. Three recent projects similar to the Green Cove Springs Comprehensive Plan Update are listed below and described in detail in the Qualification Section of this proposal.

**Green Cove Springs 2025 Comprehensive Plan** – Prepared the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan and updated the Comprehensive Plan based on the EAR, changes in the community, public input, annexed properties, and statutory requirements.

**St. Augustine Beach Comprehensive Plan 2040** - Prepared the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan and updated the Comprehensive Plan based on the EAR, changes in the community, public input, and statutory requirements. A Water Facilities Supply Plan and policies to address the "Perils of Flood" were added to address requirements of State Statutes.

**Hilliard Comprehensive Plan 2040** - Prepared the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan and updated the Comprehensive Plan based on the EAR, changes in the community, public input, and statutory requirements.

### **Project Approach**

Fleet & Associates is very familiar with the City of Green Cove Springs and the requirements of updating Comprehensive Plans and Land Development Codes, having provided these services to many communities in Northeast Florida. The firm has worked with many communities to develop Comprehensive Plans that reflect the uniqueness of their communities and meets the requirements of State Statutes.

Fleet & Associates has prepared a detailed proposed work plan and schedule for this project. The work plan and schedule are in the Project Approach Section of this proposal. The work plan has five major tasks:

- Task 1: Citizen Engagement and Data Collection
- Task 2: Prepare Alternative Development Plans
- Task 3: Recommend Proposed Changes
- Task 4: Prepare Draft Comprehensive Plan
- Task 5: Adopt Comprehensive Plan

Public involvement will be a major component of this project. All meetings will be open to the public, with a virtual component to expand the opportunity for public input. In addition, all documents will be available for review and comment through the City's website, FaceBook and Twitter pages.

### **Available Capacity**

The Fleet & Associates team is composed of highly respected professionals considered experts in their field. Each team member will bring their expertise and professionalism to this project. The Fleet & Associates Team has the available capacity within its current personnel and workload to complete the scope of work included in this RFP. A brief description of the team members is listed below, with their resumes included in Available Capacity Section of this proposal.

**Janis Fleet, AICP**, president of Fleet & Associates, will be responsible for this project. She is known for working on Comprehensive Plans for communities in Northeast Florida. Ms. Fleet has a unique perspective for this project. She was the planning consultant for City of Green Cove Springs for over 15 years and then served as the City's Development Services Director for 6 years. Ms. Fleet was responsible for and directly involved with the following:

- 2025 Comprehensive Plan
- Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County, 2006
- City of Green Cove Springs, Tomorrow's Vision, 2005
- Vision Implementation Measures from the 2012 Evaluation and Appraisal Report
- 2018 Community Vision Report
- Annexation Reports to expand the City limits to the Utility Service Areas
- Mixed Use Reynolds Park (MURP) FLUM Category
- Grants to expand trails and park facilities in the City
- Development of the Gateway Corridor Zoning District
- Gateway Corridor/CBD Grant Program
- Green Cove Springs Community Redevelopment Area (CRA) Plan
- Updates to the Land Development Regulations

Ms. Fleet is keenly aware of the need to involve the Green Cove Springs residents and businesses in this project and the impact the First Coast Expressway will have on the future growth of Green Cove Springs.

In addition to her work in Green Cove Springs, Ms. Fleet has been responsible for the Comprehensive Plans/Updates for the Town of Hilliard, City of St. Augustine Beach, Town of Hastings, the Town of Baldwin, the Town of Penney Farms, and the Town of Callahan. Ms. Fleet is currently completing the update to the Comprehensive Plan for the Town of Marineland.

**Robert S. Fleet, RA**, principal of Fleet & Associates will add his planning and architectural expertise to the project. He has over 40 years of experience working on a variety of projects. Mr. Fleet will review the Comprehensive Plan for impacts on development. He will be responsible for mapping, graphics, recommendations for site and design standards, and illustrative sketches needed for the updated Comprehensive Plan.

**Ameera Sayeed, AICP**, is a transportation subject matter expert with over 22 years of experience in planning, specifically land use and transportation. As Planning Manager for FDOT District 2, Ms. Sayeed oversaw the Bicycle & Pedestrian LOS tool, and the Bicycle & Pedestrian Gap Study, assessing existing conditions of bicycle and pedestrian systems as part of FDOT's Complete Street Policy.

Josh Cockrell, MPP, has more than 10 years of experience in providing economic development and government relations consulting for public agencies, nonprofit organizations, and businesses throughout Northeast Florida. He uses his economic development expertise to create inroads in both the public and private sectors to progress ventures to fruition. During the past 6 years, Mr. Cockrell has served as the Executive Director of the Clay County Development Authority and is credited for more than \$6M in defense grants that have been awarded to the agency in support of Camp Blanding Joint Training Center.

In conclusion, the team proposed by Fleet & Associates understands the project, with specific expertise and experience to complete this project for the City of Green Cove Springs. Fleet & Associates has developed an excellent working relationship with all our public-sector clients, including Green Cove Springs. We believe this is not only indicative of the quality of our work, but also of our commitment to service. Fleet & Associates looks forward to working with the City of Green Cove Springs on this important project for the future of the City.

Sincerely,

Janis K. Fleet, AICP

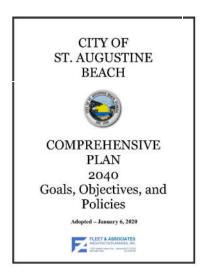
President

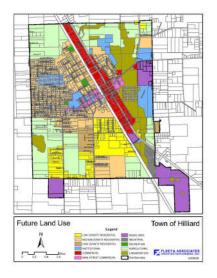
### **TABLE OF CONTENTS**

Qualifications Firm Background Similar Projects	Section 1
Project Approach Proposed Work Plan Proposed Schedule Proposed Fee / Hourly Rate	Section 2
Available Capacity Team Chart Resumes Relevant Previous Work	Section 3
Attachments and Other Documents  Public Entity Crimes Statement  Drug-Free Workplace Compliance Form  Standard Addendum to Contracts	Section 4

## FIRM BACKGROUND







Fleet & Associates Architects/Planners, Inc. is a corporation chartered by the State of Florida. The firm was incorporated in 1985 and has maintained an office in Jacksonville since established. Fleet & Associates is a woman-owned business.

The principals of the firm are Janis K. Fleet, AICP, and Robert S. Fleet, RA. They have extensive experience in planning and architecture. Janis Fleet has a Master of Arts in Urban and Regional Planning and experience working in both the public and private sectors. Robert Fleet has a Master of Arts in Architecture and a Master of Building Construction and a license to practice Architecture in Florida. One of the principals serves as the project manager on all projects undertaken by the firm.

Fleet & Associates provides complete planning and architectural services to public and private sector clients.

The firm provides professional services for master plans, comprehensive plans, land development regulations, feasibility studies, space planning and complete architectural services for both new and renovated facilities.

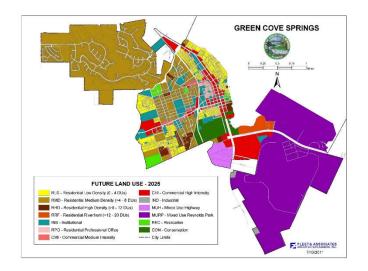
Fleet & Associates specializes in providing services to clients in Northeast Florida and Southeast Georgia, including the City of Jacksonville, the Duval County School Board, the State of Florida, Putnam County, Camden County, St. Johns County, Nassau County, St. Augustine Beach, Baldwin, Hastings, Penney Farms, Atlantic Beach, Fernandina Beach, Green Cove Springs, and Orange Park.

Fleet & Associates is committed to completing projects on time and within budget.

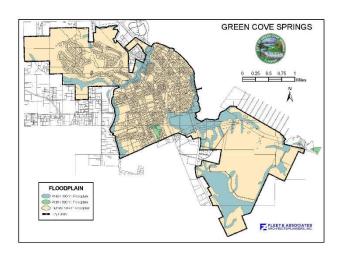
### City of Green Cove Springs

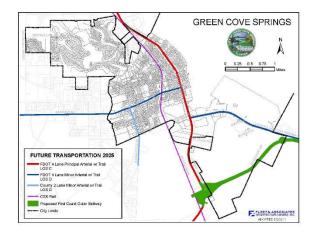
# 2025 Comprehensive Plan

### Green Cove Springs, Florida



Prepared the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan and updated the Comprehensive Plan based on the EAR, changes in the community, public input, annexed properties, and statutory requirements.







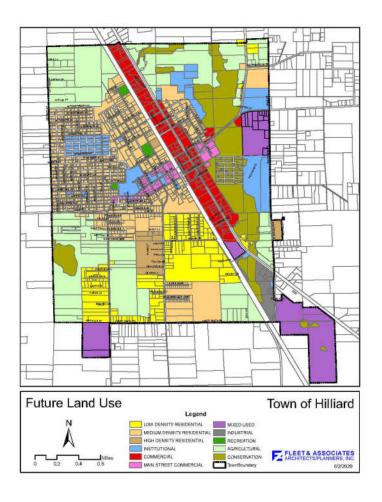
Link to Comprehensive Plan - https://evogov.s3.amazonaws.com/190/media/174818.pdf
Key Personnel – Janis K. Fleet, AICP – Responsible for citizen involvement, plan preparation, and adoption
Robert S. Fleet, RA – Responsible for mapping

Client Reference – Felecia Hamphsire, Former City Council Member – 904-622-7903 Mitch Timberlake, Former City Council Member – 904-612-9577 Jim Arnold, City Attorney - 904 - 284-5618

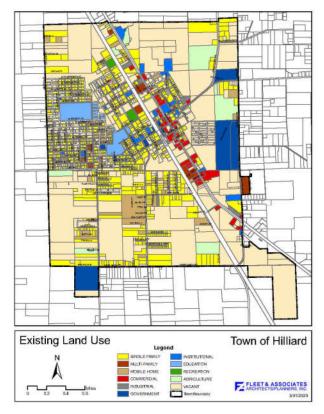
### Town of Hilliard

### Comprehensive Plan 2040

### Hilliard, Florida



Prepared the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan and updated the Comprehensive Plan based on the EAR, changes in the community, public input, and statutory requirements.



Key Personnel: Janis K. Fleet, AICP – Responsible for citizen involvement, plan preparation, and adoption Robert S. Fleet, RA – Responsible for mapping

Client Reference: Lisa Purvis, Town Clerk – (904) 845-3555

City of St. Augustine Beach

### Comprehensive Plan 2040

St. Augustine Beach, Florida

Prepared the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan and updated the Comprehensive Plan based on the EAR, changes in the community, public input, and statutory requirements.

FUTURE LAND USE ELEMENT – GOALS, OBJECTIVES, AND POLICIES
ASSESSMENT AND ISSUE ANALYSIS

GOALS, OBJECTIVES, AND POLICIES		Economic Development	Environment	Recreation	Character Character	Infrastructure	Transportation	Annexation	Statutory Changes	COMMENTS
L.1.2.6 The City shall ensure the availability of suitable land for utilities in support of development by maintaining in its Land Development Regulations provisions for the dedication of utility sites upon receiving a plet approval or final development plan approval.										
L.1.2.7 Public schools are a permitted use in the following land use categories: Institutional/Governmental, Commercial and High Density Residential; and that the delineation of land use categories for public schools shall be done in accordance with s. 163.3177(c)(2), Endia Statutes.										
Objective: Surrounding Land Uses 1.1.3 The City shall not allow land uses that are inconsistent with the City's character and will stipulate the conditions for the removal of non-conforming land uses in the Land Development Regulations.					х					
L.1.3.1 The City shall prohibit commercial and other incompatible land uses in residential areas except within those areas designated for mixed use as established by current City ordinance.		Х			Х					Reword to LDRs and add Mixed Use as FLUM category
L1.3.2 The City in the Land Development Regulations shall require a maximum fifteen (15) foot wide vegetative and structural barrier between commercial and residential land uses. The barrier shall screen noise and glare and visually screen adjacent non-compatible and uses, while maintaining the aesthetic purposes of the buffer zones. The width and structural barrier material will be subject to approval by the Compehensive Planning and Zoning Board.					Х					Revise and include in LDRs
L.1.3.3 For future development, the City shall include in the Land Development Regulations design guidelines and standards for buffering, construction of curb cuts, landscaping and signage associated with proposed development adjacent to arterial roads.					Х					Reword
L1.3.4 Commercial development shall not be allowed in areas designated as residential on the Future Land Use Map.										Included on L.1.3.1
L13.5 The City, through its Land Development Regulations, will ensure the compatibility of adjacent land uses by enforcing this Element and by having a unified review and regulatory process.					Х					Reword to maintain
L1.3.6 Transient rental, short-term rental properties are now allowed in Low Density Residential land uses. These lental uses are allowed in Medium Density Residential Density Residential land use districts by licensing issued by the City of St. Augustine Beach.		х			х					
Objective: Historic and Archaeological Resources L.1.4 The City will assure the protection of historic and archaeological resources by including a site review and historic file search requirement within the Land Development Requisitions.										To protect of historic resources must have requirements in LDRS
L.14.1 The City shall protect significant archaeological and historic sites as defined by the Florida Bureau of Historic Resources Master Site File of the National Register of Historical Sites by requiring the identification of historic structures in proposed developments.										
L.1.4.2 The City shall coordinate closely with other government agencies, including local, State and Federal governments and the Historic St. Augustine Preservation Board, to exchange data and information to develop sufficient knowledge and protection of all resources of the area.										
L.1.4.3 The City shall not permit development projects that infringe on significant historical or archaeological sites through yearly service of current listings of these resources maintained by the Florida Department of State and the Historic St. Augustine Preservation Board.										
L.1.4.4. The City shall continue with the assistance of the State of Florida and the St. Johns County Historic Resource Review Board, to Identify significant historic resources which are in need of protection and to develop management and restoration plans as appropriate.										
L.1.4.5 Historic resources shall be protected through designation as historic sites by the State or the City. The only historic designation within the City & City poperty, and the City shall through a lease for rental of said property, ensure the preservation of the structure identifies as the OLI City Hall.										

Page 2

### Link:

 $https://www.staugbch.com/sites/default/files/fileattachments/administration/page/43461/adopted\_comprehensive\_plan\_-01.06.2020.pdf$ 

Key Personnel: Janis K. Fleet, AICP – Responsible for citizen involvement, plan preparation, and adoption

Client Reference: Max Royle, City Manager – (904) 471-2122

### SIMILAR PROJECT EXPEREINCE

### **COMPREHENSIVE PLANS**

.

• City of St. Augustine Beach

- City of Green Cove Springs
- Town of Hilliard
- Town of Marineland
- Town of Penny Farms
- · Town of Baldwin

- Town of Hastings
- Town of Callahan
- St. Johns County
- Nassau County/Fernandina Beach
- City of Neptune Beach
- · City of Atlantic Beach

### **EVALUATION AND APPRAISAL REPORTS**

- City of St. Augustine Beach
- Town of Penny Farms
- Town of Baldwin
- City of Green Cove Springs

- Town of Hastings
- Town of Callahan
- Town of Hilliard

### LAND DEVELOPMENT REGULATIONS

- City of Green Cove Springs
- Town of Hilliard
- City of St. Augustine Beach
- Town of Penny Farms
- Town of Hastings
- Town of Baldwin

### **PLANNING CONSULTANT**

- Town of Hilliard
- Town of Marineland
- City of Green Cove Springs
- Town of Hastings
- Town of Baldwin

- Town of Penny Farms
- Levy County School Board
- Baker County School Board
- Town of Callahan

### **GRANT WRITING AND ADMINISTRATION**

- Recreation Trails Program
- Land and Water Conservation Program
- Florida Recreation Development Assistance Program
- Florida DEO Technical Assistance Grants
- Florida DEO Economic Development Grants
- Florida Communities Trust
- ARRA Energy Grants

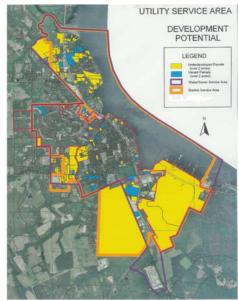
- Florida DOS Div. of Historical Resources Small Matching Historic Preservation Grants
- FEMA Hazard Mitigation Grant Program
- Disaster Recovery Initiative (DRI)
- Disaster Recovery Enhancement Funds (DREF)
- Florida DOA Urban Forestry Grants
- Florida DOT Safe Routes to Schools Grants

#### PROJECT APPROACH

This project will entail an update of the 2025 Comprehensive Plan to ensure that Green Cove Spring's quality of life is enhanced and protected as the City grows. The 2045 Comprehensive Plan needs to address changes in existing conditions, business and residents vision for future growth, annexation, and redevelopment opportunities. The construction of the First Coast Expressway will have a major impact on growth in and around the City. The City of Green Cove Springs needs to ensure that there are innovative growth management and development strategies that will promote economic prosperity for businesses and residents, while improving the quality of life for existing and future citizens.

### Task 1: Citizen Engagement and Data Collection

- Fleet & Associates will conduct an orientation meeting with City staff, the Citizens Advisory
  Committee, the Planning and Zoning Board, and City Council to obtain an understanding
  of the City's goals, specific issues, City policies, interagency interaction, opportunities
  and/or problems relating to growth and development within the City.
- Fleet & Associates will evaluate the City's 2025 Comprehensive Plan based on the orientation meeting.
- The plans of the North Florida TPO, the Florida Department of Transportation, St. Johns River Water Management District and any other federal, state, or regional agency having plans or programs that could impact Green Cove Springs will be evaluated in relation to the 2025 Comprehensive Plan.
- Fleet & Associates will review the existing conditions of Green Cove Springs. A market study will be prepared to address the existing housing market and economic conditions. The marketing study will review demographics, land use and zoning, transportation, the natural environment, community services and the image and identity of Green Cove Springs.





• Fleet & Associates will examine the critical issues facing Green Cove Springs, including annexation, the development of Reynolds Park, the redevelopment potential of downtown, traffic created by US 17 and SR 16, the limitations of a walkable community, and maintaining the historic and small town character of Green Cove Springs.



• A Public Workshop/Visioning session will be held to obtain input from the residents and businesses in the City, with an emphasis on economic growth and the impact of the Comprehensive Plan. To maximize public input, the workshop will be a hybrid, with both in person and virtual participants. All graphics shall be available for viewing at City Hall, the week before and the week after the workshop during designated times and will be on the City's website, FaceBook, Instagram, and Twitter pages.

Deliverable - A summary report will be prepared of the information and comments identified in Task 1.

### Task 2: Prepare Alternative Development Plans

- Fleet & Associates will prepare an analysis of the changes that have taken place in the Green Cove Springs developed environment since the 2025 Comprehensive Plan was adopted. This will include an analysis of the existing land use to determine the patterns for future growth.
- Fleet & Associates will prepare an analysis of policies and strategies for the development of a Form Based Code, standards that improve the visual character of the US 17 and SR 16 corridors, development of a context sensitive design for US 17 through the City limits and the potential of adding a Future Land Use designation of Traditional Neighborhood Design (TND).
- Maps will be prepared using GIS to illustrate the land use patterns. These maps will be
  presented to the City and will be available for review by the residents and businesses via
  the City's website and other social media platforms of FaceBook, Instragram, and Twitter.
- A public workshop will be held to develop alternatives for future growth. The alternatives will promote the City's desire to encourage sustainability. Alternatives will address land uses, transportation, infrastructure, housing, including affordable housing, and infill development. Boundaries for the downtown and historic districts will be addressed.



- Fleet & Associates will prepare alternative maps for future growth based on the public workshop. The alternatives will be available for comment by the residents and businesses via the City's website and other social media platforms of FaceBook, Instragram, and Twitter.
- The Alternative Development Plans will be presented to the City Council, Planning and Zoning Board, and the Citizens Advisory Committee for selection of the desired plan. The selected alternative will guide the preparation of updated goals, objectives, and policies of the Future Land Use and Transportation Elements and new Future Land Use and Future Transportation Maps.

Deliverable - A summary report will be prepared of the information and comments identified in Task 2, including maps of the alternative development plans.

### **Task 3: Recommend Proposed Changes**

- Fleet & Associates will provide a summary of proposed changes to the goals, objectives, and policies of the Future Land Use and Transportation Elements of the Comprehensive Plan that are required to achieve the desired development plan. Proposed changes to the Future Land Use Map and Transportation Maps will also be provided.
- Fleet & Associates will present the summary of changes to City staff, the Citizens Advisory Committee, Planning and Zoning Board and City Council for review and comment.



- The summary will be available for review and comment by the residents and businesses via the City's website and other social media platforms of FaceBook, Instragram, and Twitter.
- After obtaining general agreement on the summary presented, Fleet & Associates will
  provide the City with a final summary based on the comments received. The final draft
  will be available for review via the City's website and other social media platforms of
  FaceBook, Instragram, and Twitter.

Deliverable - A summary report of the proposed changes to the goals, objectives, and policies of the Future Land Use and Transportation Elements.

### Task 4: Prepare Draft Comprehensive Plan

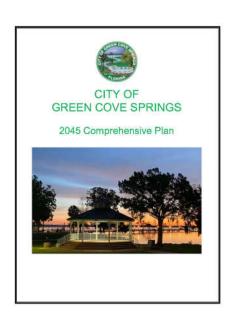
- Fleet & Associates will prepare a draft of the proposed Future Land Use and Transportation Elements of the Comprehensive Plan in underline and strike out format that is based on the final summary of proposed changes. Fleet & Associates will coordinate with City staff on the changes to the other elements required for consistency with the proposed changes to the Future Land Use and Transportation Elements and input received at community meetings and workshops.
- The draft Comprehensive Plan will be presented to the City staff, the Citizens Advisory Committee, Planning and Zoning Board and City Council for review and comment.

- The draft of the proposed Comprehensive Plan will be available for review via the City's website and other social media platforms of FaceBook, Instragram, and Twitter.
- Fleet & Associates will revise the draft Comprehensive Plan based on the meetings and will provide a response to all comments received at the meeting, submitted digitally, or written.

Deliverable – The Draft Comprehensive Plan Future Land Use and Transportation Elements including maps.

### **Task 5: Adopt Comprehensive Plan**

- The Comprehensive Plan will be subject to "State Coordinated Review". Two public hearings will be required at the transmittal phase. One of the transmittal hearings will be held by the Planning and Zoning Board. The second transmittal hearing will be held by the City Council after the Planning Board's hearing. Fleet & Associates will assist the City staff in preparing the required advertisements to meet state statutes and will make a presentation at the public hearings on the proposed changes to the Comprehensive Plan and respond to any questions.
- After the Council votes on the transmittal document, Fleet & Associates will coordinate with City staff to send the proposed Comprehensive Plan to DEO and other reviewing agencies for review and comment. The DEO has 60 days to review the plan and provide an Objections, Recommendations, and Comments (ORC) Report to the City.



- Fleet & Associates will propose changes to the draft of the proposed Comprehensive Plan
  to address the issues identified in the ORC Report. The revised draft will be submitted to
  the Council for review and approval.
- The amendments proposed to the Comprehensive Plan must be adopted by ordinance.
  Fleet & Associates will assist City staff in preparation of the required ordinance. The
  Council will hold two public hearings for the first and second readings of the ordinance
  adopting the changes proposed to the Comprehensive Plan.
- Fleet & Associates will assist City staff in transmitting the adopted comprehensive plan amendments to DEO for compliance review.

Deliverable – One (1) printed color copy and one (1) digital copy in PDF format of the adopted Comprehensive Plan. All maps included in the plan will also be provided separately in .pdf format and all shapefiles of all maps.

# CITY OF GREEN COVE SPRINGS 2045 COMPREHENSIVE PLAN

### PROPOSED SCHEDULE

	2021										2022		
TASK	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb
Task 1: Citizen Engagement													
and Data Collection													
Task 2: Prepare Alternative													
Development Plans													
Task 3: Recommend Proposed													
Changes													
Task 4: Prepare Draft													
Comprehensive Plan													
Task 5: Adopt Comprehensive													
Plan													

### **2045 COMPREHENSVIVE PLAN**

### PROPOSED FEE/HOURLY RATE

	Total Proposed Fee	\$ 70,000
Task 5	Task 5: Adopt Comprehensive Plan	\$ <u>5,000</u>
Task 4	Task 4: Prepare Draft Comprehensive Plan	\$ 10,000
Task 3	Task 3: Recommend Proposed Changes	\$ 10,000
Task 2	Task 2: Prepare Alternative Development Plans	\$ 20,000
Task 1	Task 1: Citizen Engagement and Data Collection	\$ 25,000

The proposed fee is based on an hourly rate of \$125 per hour

### **CITY OF GREEN COVE SPRINGS 2045 COMPREHENSIVE PLAN PROJECT MANAGER** Janis K. Fleet, AICP Citizen Involvement Comprehensive Plan Update Market Analysis **ECONOMIC STRATEGIES AND TRANSPORATION MAPPING, GRAPHICS AND HOUSING MARKET ANALYSIS COMPLETE STREETS AND URBAN DESIGN CONTEXT SENSITIVE SOLUTIONS** Robert S. Fleet, RA Josh Cockrell, MPP Ameera Sayeed, AICP 3-1



#### PROFESSIONAL EXPERIENCE

Over 40 years of planning experience to public and private sector clients. Extensive experience in preparation of comprehensive plans and Land Development Regulations for municipalities and master planning and rezoning for property owners/developers. A recognized expert in the field of planning in Northeast Florida.

#### **WORK EXPERIENCE**

- President Fleet & Associates Architects/Planners, Inc. (1985-Present)
- Development Services Director City of Green Cove Springs (2012-2018)

### **EDUCATION**

University of Florida
 Masters of Arts in Urban and
 Regional Planning (1978)
 Bachelor of Arts with Honors (1976)

### **JANIS K. FLEET, AICP**

### COMPREHENSIVE PLANNING EXPERIENCE

### o Green Cove Springs Comprehensive Plan

- Comprehensive Plan Update-EAR Based Amendments- 2006
- Evaluation and Appraisal Report (EAR)-2008
- Comprehensive Plan Update-EAR Based Amendments- 2011
- Comprehensive Plan Amendments for Annexed Property-1999, 2007, 2008, 2015
- Comprehensive Plan Amendments for Reynolds Park 2010
- Public Schools Facilities Element 2008

### Hilliard Comprehensive Plan

- Evaluation and Appraisal Report (EAR) 2010
- Comprehensive Plan Update -EAR Based Amendments 2020
- Comprehensive Plan Amendments for Annexed Property-2008
- Public Schools Facilities Element 2008

### St. Augustine Beach Comprehensive Plan

- Comprehensive Plan 1992
- Evaluation and Appraisal Report (EAR) 2008
- Comprehensive Plan Update -EAR Based Amendments 2019

### Callahan Comprehensive Plan

- Evaluation and Appraisal Report (EAR) 2010
- Comprehensive Plan Update -EAR Based Amendments 2012
- Comprehensive Plan Amendments for Annexed Property-2007
- Public Schools Facilities Element 2008

### o Baldwin Comprehensive Plan

- Comprehensive Plan 1992
- Evaluation and Appraisal Report (EAR) 2010
- Comprehensive Plan Update -EAR Based Amendments 2011
- Economic Development Element 2005
- Public Schools Facilities Element 2008

### Hastings Comprehensive Plan

- Evaluation and Appraisal Report (EAR) 2009
- Comprehensive Plan Update -EAR Based Amendments 2012
- Comprehensive Plan Amendments for Annexed Property-2008
- Public Schools Facilities Element 2008

### o Penney Farms Comprehensive Plan

- Comprehensive Plan 1992
- Evaluation and Appraisal Report (EAR) 2009
- Comprehensive Plan Update -EAR Based Amendments 2010

### Marineland Comprehensive Plan Update



#### PROFESSIONAL MEMBERSHIP/ RECOGNITIONS

- American Institute of Certified
   Planners (AICP) 1980 to Present
- Florida Planning and Zoning Association (FPZA) - 1978– Present First Coast Chapter President -1988–1990

State President -1994–1995

- American Planning Association (1978–Present)
   First Coast Section Board- 1992– 1996, 2015–Present
- Outstanding Alumnus of the Year, University of Florida Urban and Regional Planning Dept. - 1996
- FPZA Focus Award Recipient –
   1997
- North Florida TPO Technical Coordinating Committee - (2000-2007)

## COMMUNITY INVOLVERMENT/ RECOGNITIONS

- River Garden Hebrew Home (1999–Present)
   President (2008–2011)
- River Garden Senior Services Board (2008–Present)
   Vice President (2016–2022)
- Mandarin High School Advisory Committee (1998–2008) Chair (2001–2007)

## FLEET & ASSOCIATES ARCHITECTS/PLANNERS, INC.

### **JANIS K. FLEET, AICP**

#### RELATED PROJECT EXPERIENCE

- PLANNING CONSUTANT SERVICES ON-GOING BASIS
  - Town of Hilliard (2019 Present)
  - Town of Marineland (2019 to Present)
  - City of Green Cove Springs (1998 2012)
  - Town of Hastings (1999 2018)
  - o Town of Baldwin (1985 2018)
  - Town of Penney Farms (1985 to Present)
- ANNEXATION
  - City of Green Cove Springs
  - Town of Hastings
  - o Town of Hilliard
  - Town of Callahan
  - o Town of Baldwin
  - Town of Penney Farms
- COMMUNITY REDEVELOPMENT AREA (CRA) PLANS
  - City of Green Cove Springs
  - Town of Hastings
  - City of Fernandina Beach Waterfront CRA
- LAND DEVELOPMENT REGULATIONS
  - City of Green Cove Springs
  - Town of Hastings
  - Town of Penney Farms
  - City of St. Augustine Beach
  - Town of Baldwin
  - City of Green Cove Springs Gateway Corridor
- VISIONING
  - City of Green Cove Springs
    - Tomorrow's Vision
    - 2012 Vision Implementation Measures
    - 2018 Community Vision Report
  - o Town of Hasting Vision 2006
  - Town of Orange Park Branding and Signage
  - o River Garden Senior Services
- GRANTS FOR GREEN COVE SPRINGS
  - FRDAP Grant for Spring Park
  - o FRDAP Grant for Vera Francis Hall Park
  - LWCF Grant for Spring Park
  - o FCT Grant for the Green Cove Nature Preserve
  - DEO Grant for the Green Cove Springs CRA
  - DEO Grant for Green Cove Springs Economic Development Element to the Comprehensive Plan
  - Urban Forestry Grant for a Tree Inventory for Green Cove Springs
  - Urban Forestry Grant to Update the Green Cove Springs Landscape and Tree Ordinance
  - FDOT/TPO Grant for the Palmetto/MLK Trail



(904) 297-7500 Fax (904) 529-1049 TDD: (904) 529-2219



321 Walnut Street

Green Cove Springs, FL 32043 www.greencovesprings.com

#### PRESS RELEASE

11/20/12

Re: City of Green Cove Springs is the Recipient of FPZA Outstanding Public Study Award

The City of Green Cove Springs is the 2012 Recipient of the Outstanding Public Study Award by the First Coast Chapter of the Florida Planning and Zoning Association for the Green Cove Springs Tomorrow's Vision Implementation Measures. The plan included a day long visioning session attended by over 70 area businesses and residents.

The award was announced and presented on November 15, 2012 at Epping Forest Yacht Club in Jacksonville at the Association's annual awards and officer installation banquet. The award was presented to Mayor Pam Lewis and Development Services Director Janis Fleet by Ed Lehman, Director of Planning for the Northeast Florida Regional Council.

FPZA is a non-profit organization that has promoted sound planning principles and education statewide since 1951.

For more information, contact Janis Fleet, by e-mail at <a href="mailto:jfleet@greencovesprings.com">jfleet@greencovesprings.com</a> or by phone at 904-297-7500, ext. 3317.





#### PROFESSIONAL EXPERIENCE

40 years of extensive planning, architectural, master consultant planning and project management experience. This includes the master planning of governmental recreational and facilities, site review, land use writing planning, grant and administration, and the design and construction administration of all types of buildings.

#### **WORK EXPERIENCE**

 Principal – Fleet & Associates Architects/Planners, Inc. (1985-Present)

#### **EDUCATION**

University of Florida
 Master of Arts in Architecture
 (1978)
 Master of Building Construction
 (1978)
 Bachelor of Design (1976)



## **ROBERT S. FLEET, RA**

#### **RELATED PROJECT EXPERIENCE**

#### COMPREHENSIVE PLANNING EXPERIENCE

- Town of Hilliard Comprehensive Plan Update 2020
- o St. Augustine Beach Comprehensive Plan Update 2019
- Comprehensive Plan Amendment for Town of Penney Farms Annexation

#### PLANNING CONSULTANT SERVICES

- Town of Hastings Planning Consultant, 2012 2018
  - Land Development Regulations Update for Town of Hastings
  - St. Johns County Local Mitigation Strategy Taskforce Member
- Town of Baldwin Planning Consultant, 2012 2018

#### GRANT WRITING AND ADMINSTRATION

- DEO Technical Assistance Planning Grant for the Town of Hastings
- o Florida Communities Trust Grant for the Town of Hastings
- Division of Historical Resources Small Matching Historic Preservation Grant for the Town of Hastings
- Hazard Mitigation Grant Program for the Town of Hastings
- o Hazard Mitigation Grant Program for the Town of Baldwin
- O Disaster Recovery Initiative (DRI) for the Town of Baldwin
- o Disaster Recovery Initiative (DRI) for the Town of Hastings
- Disaster Recovery Enhancement Funds (DREF) for the Town of Baldwin
- O Urban Forestry Grant for the Town of Baldwin
- Urban Forestry Grant for the Town of Hastings
- FDOT Safe Routes to Schools Grant for the City of Atlantic Beach
- o ARRA Energy Grant for the City of Atlantic Beach
- ARRA Energy Grant for Town of Baldwin

#### OTHER RELATED EXPERIENCE

- City of Green Cove Springs Tomorrow's Vision
- Magnolia Park
- Vera Francis Hall Park Pavilion
- Town of Orange Park Branding and Signage
- City of Fernandina Beach Waterfront CRA
- Orange Park Town Hall
- St. Augustine Beach City Hall



#### **PROFILE**

Seasoned Transportation Subject Matter Expert and Consultant with over 22 years of experience in executive leadership & project management for government and private sector AEC and Planning industries, specifically land use and transportation.

Extensive experience in land development, transportation planning, bicycle and pedestrian planning, travel demand modeling, GIS and managing multi-million-dollar transit planning programs.

Exceeds expectations by creating valuable partnerships. Works well with people at all levels of the organization, including stakeholders, clients, and team members.

#### CONTACT

PHONE: 904-868-3381

WEBSITE: www.equusis.com

EMAIL: asayeed@equusis.com

## AMEERA SAYEED

# SENIOR TRANSPORTATION PLANNER - AICP

#### **WORK EXPERIENCE**

## President & Owner - Equus Innovative Solutions®, LLC, dba Equusis®, LLC

- Established an infrastructure and planning consulting services firm that has quickly built a deep client base of high-profile state and local governments. The firm is providing TOD policy, technical assistance, strategic, and regulatory consultation.
- Providing due diligence and peer review for state and local government projects.
- Performing an array of technical assistance for municipalities in program/project management, and project strategy services in the transportation industry. This includes traffic studies, develop manuals/guides, traffic impact fees, land and site development, transportation planning, infrastructure planning, and transit planning.
- Bringing a highly valued, unique and diverse perspective to comprehensive and land use planning for all modes of transportation, including trains, freight, automobiles, bicycle, and pedestrian.
- Building long-term relationships and consensus while supporting clients with data-driven, innovative, future-oriented, and effective solutions in transit planning, freight planning, highway planning, and land planning.
- Overseeing and direct all GIS projects, asset management travel demand modeling, land use codes, permitting, and environmental studies for both private and public sector.
- Developed the J. Turner Butler Master Plan (JTA), numerous urban and rural local government Transportation Elements, Context and Complete Street consulting services, the Mathews Bridge Moveable Barrier Study (JTA GEC), the J. Turner Butler Corridor Study (JTA GEC), the Branan Field Chaffee Interchange Justification Report, and the I-95/Oslo Road Interchange Justification Report. Conducted the Rail Loop Traffic Study for USMC, Blount Island Command, and developing the Project Traffic for the I-95/I-595 Master Plan along with the Cecil Field Reuse Plan.

## FECI Project Consultant Manager - Fortress Investment Group & Florida East Coast Industries (FECI)

- Consulted nationwide on over \$2 billion dollars with Florida East
  Coast Industries and Fortress Investment Group. Served in the role of
  advisor, planner, and leader with internal/external clients to
  implement projects and or quality improvements.
- Handled complex initiatives tied to a specific business unit or for enterprise-wide projects, often worked on multiple projects simultaneously, including directing all Project Management functions for investment-grade loans and grants.

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- Enacted changes across many levels while working across 3 major entities, including Governor's actions, mergers and acquisitions, executive staff changes/additions, and policy direction.
- Worked with Fortress, and FECI to coordinate and fill gaps with high turnaround deliverables to provide information and analysis.
   Ensured projects were delivered within the budget and time constraints.
- Achieved several firsts, including applying for and receiving the CRISI Grant, as well as the ORDC, which was applied for with a noticeably short lead time of 12 hours.
- Coordinated all Master Plan requirements and managed the entire project team through all phases to ensure quality objectives were met, coordinated with in-house accounting personnel to ensure budget expectations were met.

## Transportation Planning Manager - Florida Department of Transportation (FDOT) District 2

- Managed 4 program areas in the 18 regional counties and 60+ municipalities, supervising transportation planning support for public entities and their County/City Commissions.
- Led technical assistance including development review, asset management, traffic modeling, and traffic forecasting, along with ADA, as well as data compilation and performance measures.
- Oversaw review of Comprehensive Plan amendments, Master Plans, and Planned Unit Developments.
- Developed and implemented multimodal planning best practices for the National Center for Transit Research.
- Created the NERPM AB Land Use Editing Tool to simplify land use and socioeconomic data changes, improve data management and visualization, improve the accuracy of results, as well as maximize the efficiency and return on investment
- Oversaw funding sourcing and tracking using tracking impact fees, mitigation for mobility planning.
- Designed and edited the Growth & Development Handbook.
- Preserved and managed the SIS/non-SIS highway system through policy and regulatory decision-making for resources, rights of way, safety and crash analyses.
- Managed and oversaw the development of traffic forecasts for Planning and Design.
- Oversaw the Bicycle & Pedestrian LOS tool, and the Bicycle & Pedestrian Gap Study, assessing existing conditions of bicycle and pedestrian systems as part of FDOT's Complete Street Policy.

#### Senior Regional Planner - Northeast Florida Regional Council (NEFRC)

- Served as Statewide Instructor for the Transportation Interface for Modeling Evacuation (TIME). Provided technical support for the evacuation planning tool, TIME, while working for NEFRC, a council of Governments of 7 counties and 20+ municipalities.
- Coordinated with the State of Florida Division of Emergency Management, the NEFRC (the lead agency) and a team that consisted of ten other Regional Planning Councils (Councils of Government entities).
- Conducted population projections and economic indicators, including economic impact analyses using REMI modeling software and RIMS.

- Completed Post-Disaster Redevelopment plans for multiple jurisdictions and Local Mitigation Strategy for Nassau County.
- Helped win the National Planning Excellence Award for Hazard Mitigation & Disaster Planning for the Florida Statewide Regional Evacuation Study.

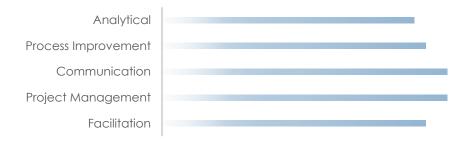
#### **EDUCATION AND CERTIFICATIONS**

APA - American Institute of Certified Planners (AICP) - 2010

#### **Arizona State University**

Bachelor of Arts in Geography, with a concentration in Planning and Economics

#### **SKILLS**





803.917.2420 (cell)



Josh@StellaReaGroup.com



www.StellaReaGroup.com

## **Years of Experience**

10+ Years

#### **Areas of Specialization**

**Government Relations Economic Development Board Management Executive Administration** Financial Planning & Oversight **Real Estate Negotiations Grant Writing & Management Business Development** Land Use and Zoning



## Josh Cockrell, MPP **Principal**

#### **Professional Background**

Josh Cockrell is the founder and Principal of The StellaRea Group and has more than 10 years of experience in providing economic development and government relations consulting for public agencies, nonprofit organizations, and businesses throughout Northeast Florida. He uses his economic development expertise to create inroads in both the public and private sectors to progress ventures to fruition.

Mr. Cockrell's extensive background in public policy and issue advocacy has helped his clients achieve their legislative objectives. Some of his current clients include Republic Services, River City Science Academy, Project Finance & Development Investments, z-Trip, Jacksonville Bail Agents Association, and FUEL Media Outdoors. During the past 6 years, Mr. Cockrell has served as the Executive Director of the Clay County Development Authority and is credited for more than \$6M in defense grants that have been awarded to the agency in support of Camp Blanding Joint Training Center.

Prior to launching The StellaRea Group, Mr. Cockrell was Director of Economic Development for Gilmore Hagan Partners where he has represented a variety of clients including Jacksonville Airport Authority, Jacksonville Transportation Authority, St. Johns County Industrial Development Authority, Wawa, NoPetro, Checker Cab, GATE, and many others. Other past experiences include representing candidates for political office during his tenure at Pass Consulting Group, coordinating a capital campaign for a new hospital in Clay County through St. Vincent's HealthCare Foundation, and serving as Director of Marketing and Community Relations for Community Rehabilitation Center.

#### **Education**

#### Jacksonville University, Jacksonville, Florida

Master in Public Policy

#### College of Charleston, Charleston, South Carolina

Bachelor of Arts in Political Science

#### Licenses

Real Estate Sales Associate, Florida

Dedicated, self-motivated, detail-oriented, professional with approximately 7 years of economic development experience working with businesses, nonprofits, local and state governments. 10+ year career in government relations and public policy. Accomplishments reflect strong leadership, communication skills, consensus building, and a demonstrated commitment to organizational growth and problem solving. Organized and deadline driven. Strong background in project management, building and maintaining relationships with business and political communities.

#### **Experience**

#### 2019.10 - Principal / Co-Owner

present

Reliable Monitoring Solutions

- Installs, services, and monitors drug and alcohol solutions for problem-solving courts, pretrial and probation services.
- · Serves as co-founder / co-chief executive for the company.

#### 2019.07 - Principal / Owner

present

The StellaRea Group

- Provides government relations and economic development consulting for public agencies, non profit organizations, and businesses throughout Florida.
- Lobbies government agencies, legislative branches, local and state elected officials on an array of issues on behalf of clients.
- Assists clients with identifying business development opportunities and building strategic alliances.
- Assists clients with resolving land use, zoning, permitting, and planning and development issues.
- Provides executive administrative support for government agencies and hoards
- · Provides grant management and administration services.
- Responsible for the administration, implementation and evaluation of programs, planning and operation, budget preparation, contract and vendor management.

#### 2019.08 - Real Estate Sales Associate

present

Landmark Commercial Realty Group, Inc.

 Provides a vast array of commercial real estate services including seller/buyer representation, tenant/landlord representation, site selection, business brokerage, commercial property management, and consulting services across all commercial real estate market segments in Florida.

#### 2013.03 - Director of Economic Development

2019.06

Gilmore Hagan Partners (formerly Infinity Global Solutions)

- Provided government relations and economic development consulting for public agencies, non profit organizations, and businesses throughout Florida.
- Lobbied government agencies, legislative branches, local and state elected officials on an array of issues on behalf of clients.
- Identified, analyzed, and monitored pending legislation that affects clients and disseminated information to the appropriate parties.
- Conducted and facilitated economic impact analyses and strategic plans.
- Assisted clients with identifying public/private partnerships, business development opportunities and building strategic alliances.
- Assisted clients with resolving land use, zoning, permitting, and planning and development issues.

#### **Personal Info**

Address

462 Auburn Oaks Road E Jacksonville, FL 32218

**Phone** 

803-917-2420

E-mail

Josh@ReliableMonitoringSolutions.c

LinkedIn

linkedin.com/in/joshuacockrell

#### **Skills**

Board, Community, and Government Relations



Grants Management and Administration



Policy Development and Analysis



**Budget Preparation and Planning** 



Strategic Planning and Implementation



Interpersonal Skills



Oral and Written Communications



Self-Motivation and Visionary



**Detail-Oriented** 



Ability to Work Under Pressure



Deadline-Driven

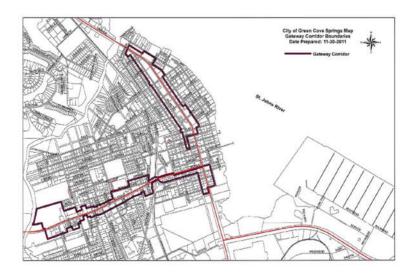


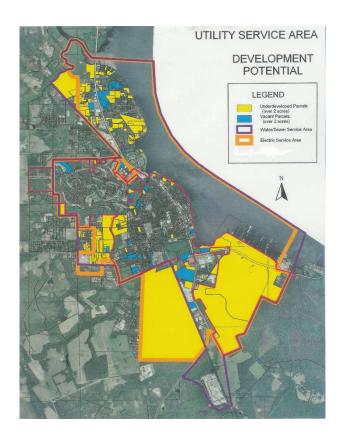
Page 800

#### City of Green Cove Springs

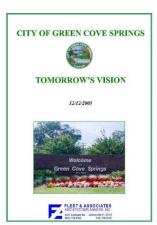
## **Planning Services**

Green Cove Springs, Florida





Provide planning services on an on-going basis from 1998 to 2012. Services included site plan review, review of requests for rezonings, variances, and Special Exceptions and Comprehensive Plan amendments. Prepared the 2008 Evaluation and Appraisal Report (EAR) Updated the Comprehensive Plan and Land Development Regulations. Met with developers and property owners on projects in the City. Reviewed annexations and prepared required reports for annexations. Processed Comprehensive Plan amendments for annexed properties and for Reynold Park. Prepared special studies/plans, including the Tomorrow Vision Report and Utility Service Area Report. Prepared staff reports for planning issues and presented reports to the Planning and Zoning Board and City Council. Responsible for visioning and development of the Gateway Corridor Zoning District. Prepared grant applications and assisted with grant administration. Represented the City on various county-wide committees, including the committees for schools and emergency management.

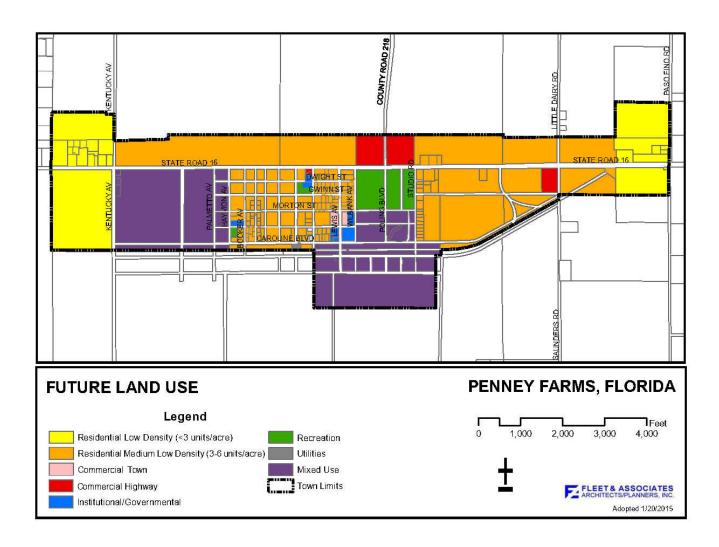


#### Town of Penney Farms

## **Planning Services**

Penney Farms, Florida

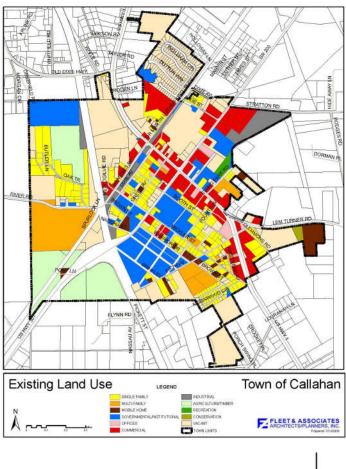
Provide planning services on an on-going basis. Services include preparation of the Comprehensive Plan and Comprehensive Plan amendments, Land Development Regulations and Evaluation and Appraisal Report(EAR).



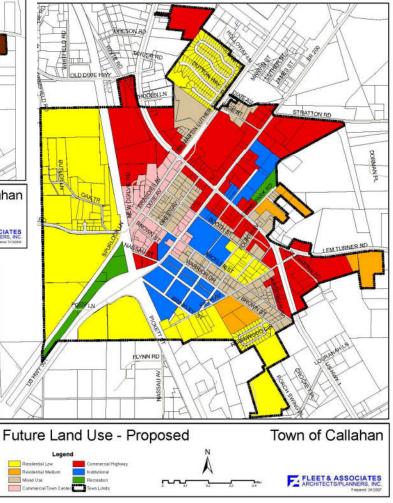
#### Town of Callahan

## **Comprehensive Plan Update**

Callahan, Florida



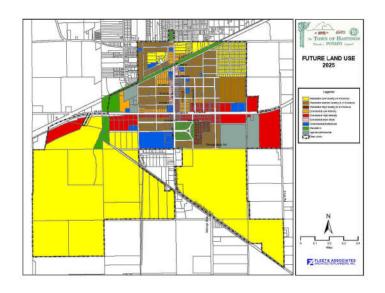
Prepared the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan and updated the Comprehensive Plan and processed the Comprehensive Plan amendments to implement the EAR.



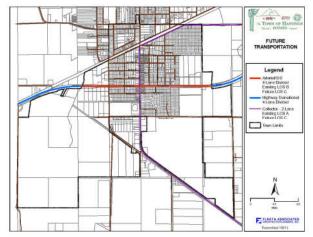
#### Town of Hastings

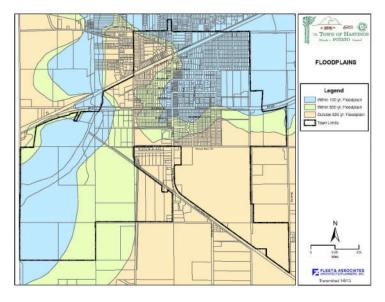
## 2025 Comprehensive Plan

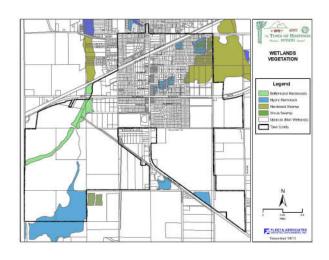
Hastings, Florida



Prepared the Evaluation and Appraisal Report (EAR) for the Comprehensive Plan and updated the Comprehensive Plan based on the EAR, changes in the community, public input, annexed properties, and statutory requirements.





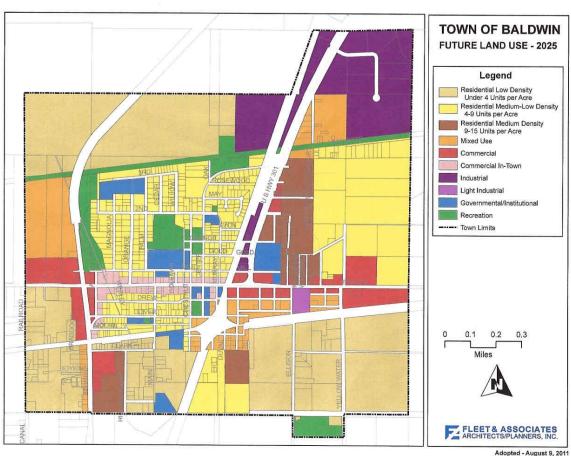


#### Town of Baldwin

# **Baldwin Comprehensive Plan and Land Development Regulations**

#### Baldwin. Florida

Preparation of the Land Development Regulations and the Comprehensive Plan for the Town of Baldwin to comply with the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, Chapter 163, Florida Statutes, and 9J-5 of the Florida Administrative Code. Individual elements for Future Land Use, Housing, Sanitary Transportation, Solid Waste, Drainage, Conservation, Recreation, Intergovernmental Coordination, Improvements were prepared. Land Development Regulations were prepared to implement the adopted Comprehensive Plan.





#### City of Fernandina Beach

## Waterfront CRA Development Plan



#### Fernandina Beach, Florida

Development of a master plan for the redevelopment of the Waterfront CRA. Existing conditions were analyzed in order to identify opportunities and constraints for redevelopment. The analysis included the existing land uses and infrastructure, traffic circulation and access, and the impact on neighborhood and surrounding properties. Workshops were held with the community to obtain a consensus on the future development of the waterfront.

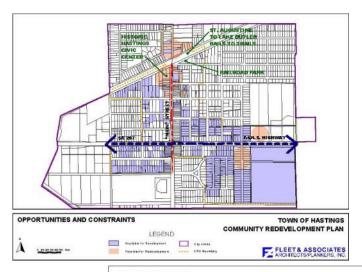




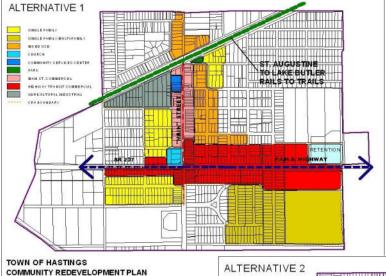
#### Town of Hastings

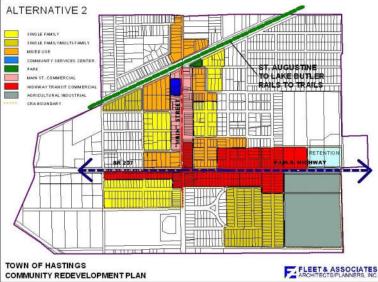
## **Community Redevelopment Plan**

#### Hastings, Florida



Development of a redevelopment plan, required by Chapter 163, F.S., for the Hastings CRA. Existing conditions were analyzed in order to identify opportunities and constraints for redevelopment. The analysis included the existing land uses and infrastructure, traffic circulation and access, and the impact on neighborhood and surrounding properties. Workshops were held with the community to obtain a consensus on the future development of the CRA.





Item #18.

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## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), <u>FLORIDA STATUTES</u>, ON ENTITY CRIMES

1.	This sworn statement is submitted to <u>CITY OF GREEN COVE SPRINGS</u> (print name of the public entity)
	by JANIS K. FLEET PRESIDENT  (print individual's name and title)
/	for FLEET & ASSOCIATES ARCHITECTS PLANITERS INC.  (print name of entity submitting sworn statement)
	whose business address is
	11557 HIDDEN HARBOR WAY
	JACKSONVILLE, FL 32223
	and (if applicable) its Federal Employer Identification Number (FEIN) is:  51 - 255 7050  (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 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.
	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.

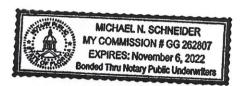
RFP No 2020-20

- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control 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. 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 affiliate. he considered an shall months 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 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, management agents who are active in members. 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 the 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 HIS 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.

Sworn to an subscribed before me this 20 th	(Signature) day of DECEMBER, 20,20
Personally known JANIS FLEET	
OR produced identification	Notary Public - State of FLORIDA
(Type of identification)	My commission expires



(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 Statue 287.087 hereby certifies that FLEET & ASSOCIATES ARCHITECTS/FLANDES (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, FLEET & ASSOCIATES

ARCHITECTS PLANNERS, LUC (name of business), fully complies does not comply with the above requirements.

/endor/Contractor Signature

RFP No 2020-20

Date

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#### 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

RFP No 2020-20

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 <u>not</u> 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.
- 12. The Contractor shall comply with applicable provisions of Section 119.0701, Florida Statutes and any contract between the parties shall fully comply with such section.

CONTRACTOR/FIRM/INDIVIDUAL

FLEET & ASSOCIATES ARCHITECTS/PLANNERS, INC.

By:

(Printed Name and Title) JANIS K. PLEET, PRESIDENT

#### ACKNOWLEDGEMENT OF ADDENDUM

I acknowledge the receipt of \_\_\_\_\_\_ Addendums to the original RFP.

Company Representative Signature



Comprehensive Plan Update



**Kimley** Morn



## Kimley»Horn

December 20, 2020

Laurie Griffin, Assistant Finance Director City of Green Cove Springs City Hall Office 321 Walnut Street Green Cove Springs, FL 32043

#### Re: 2045 Comprehensive Plan Update; RFP # 2020-20

Dear Ms. Griffin and Members of the Evaluation Committee:

#### **Primary Contact:**

Brian Teeple, AICP, Project Manager 12740 Gran Bay Parkway West Suite 2350 Jacksonville, FL 32258 Phone 904.828.3900

Direct phone: 904.828.3911

The City of Green Cove Springs is in the enviable position of being a growing community within an expanding region, not just through residential expansion, but also increased employment and retail. The City has several plans in place that help set the stage for the community's vision and expectations. However, with growth and other nearby factors of change comes challenges. Now the City is looking to update its long-term vision and needs a strategic partner who not only knows the City and region but has a successful track record developing Comprehensive Plans and dealing with change. Kimley-Horn has reviewed the City's Request for Proposals (RFP) and developed a summary of our approach and experience completing similar projects. The scope provided takes into consideration your budget expectations. Given the hybrid nature of this effort by splitting update responsibilities between City staff and the consultant we have also paid special attention to the careful coordination that our team believes is crucial to successful implementation and will take this plan to the next level.

**Local Knowledge and Commitment.** Our familiarity with the area stems from the remarkable connection our project manager, **Brian Teeple, AICP**, has built over the last 35 years living and working in Northeast Florida. Over the years, while the **CEO of the Northeast Florida Regional Council**, Brian assisted the City with such activities as Comprehensive Plan and zoning code updates, visioning and strategic planning, on-site planning services, GIS mapping, vulnerability assessment and numerous other projects. Brian has led the development of dozens of Comprehensive Plans and revisions. Now at Kimley-Horn, Brian combines decades of trusted local experience and service with the fresh perspectives of a multi-disciplinary national consulting firm.

As a key leader for this project, Brian will make Green Cove Springs' Comprehensive Plan Revisions a priority and offer you a **familiar, trusted, and easily accessible point of contact** who understands the City and your objectives. Given the demands on your time, our established connection and consummate understanding of local dynamics will help ensure

an efficient process from inception to adoption. In addition to our extensive experience working with communities throughout Florida, many of our key staff have themselves worked for municipalities; they've been on your side of the table and know what it takes to get the job done on-time and within budget.

For the purposes of continuity and client service we are proposing as Co-Project Manager **Allison Megrath**, **AICP**. Allison has vast experience in comprehensive planning and she and Brian have successfully teamed together on numerous projects across north Florida. Allison will be extensively familiar with the project and provide wise counsel plus be fully interchangeable with Brian at a moment's notice.





**Commitment to Diversity.** Kimley-Horn is committed to supporting and strengthening diversity among staff and within the services we provide our clients. Now more than ever, Kimley-Horn is sensitive to the pivotal role of meaningful public involvement programs to enable area residents to establish priorities. Through the use of a variety of techniques, such as seeking out gathering places familiar to traditionally disenfranchised groups from the process to gather input, we are committed to inclusion and providing opportunities for every person in the City to have their voice heard.

Relevant Project Experience. Kimley-Horn has partnered with nearly 50 cities and counties throughout Florida to create and/ or revise local Comprehensive Plans and Land Development Codes, in whole or in part, including goals, objectives, and policies, and their implementing regulations. Our expertise encompasses comprehensive planning, zoning, ordinances, Future Land Use and Zoning maps, land development regulations, and public outreach. Even in these changing times due to the pandemic, our team continues to engage with stakeholders virtually and through a variety of social media platforms to create meaningful connections. Our team is committed to quality and innovation, no matter the obstacle.



Proven Process and Perspective. Our team's approach to refreshing a Comprehensive Plan is to streamline it and make it efficient—we review the current and previous plans, identify the changes through a "road map" approach, and apply our experience to develop a workable plan that is easy to read, understand, and most importantly, to apply. This process has many potential outcomes, including tables that clearly identify policies, coupled with graphics to illustrate the said policies. The road map will chart a path forward for the City and community, establishing ways to achieve broad-based public acceptance and a smooth transition from concept to implementation. The Comprehensive Plan sets the stage for the update of the City's Land Development Code, the vital tool that implements the City's Plan. Using a tried-and-true process that has produced successful results for numerous communities and projects, we will work with the City to develop a Comprehensive Plan that is forward-thinking with outcomes that are achievable.

**Diversified Resources.** One of the key separators of Kimley-Horn is our ability to **provide integrated services throughout all project phases**; this depth of resources allows us to craft unique and innovative solutions for our clients and their projects. Our in-house team of professional planners, landscape architects, urban designers, and engineers thoroughly understand the challenges of your existing Comprehensive Plan. Our experience assessing and developing Comprehensive Plans for other communities in Florida provides a specialist's perspective that balances well with our local knowledge. You can be assured that our process and deliverables will focus on tailored solutions that respond to the unique attributes of Green Cove Springs and fully integrate with your vision.

We look forward to the opportunity to partner with the City as you take the next steps towards your community's future.

Sincerely,

**KIMLEY-HORN** 

Brian Teeple, AICP Project Manager Allison Megrath, AICP Co-Project Manager Kelley Klepper, AICP Vice-President

As a Vice-President with Kimley-Horn and Associates, Inc., Kelley Klepper, AICP is authorized to legally bind the firm.

**Note:** We acknowledge receipt of three addenda issued by the City for this RFP.



## Comprehensive Plan Update

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Kimley»Horn

## **Company Information**

**Kimley-Horn** was founded in 1967 in Raleigh, North Carolina by Bob Kimley and John Horn—two senior engineering professors at North Carolina State University. The expertise of the firm was initially focused on traffic planning and public transportation projects. In the ensuing 53 years, the firm has expanded both geographically and in the variety of planning, engineering, and environmental services that it provides.

Today, Kimley-Horn has more than 4,500 employees in more than 90 offices across the United States and Puerto Rico offering a full range of consulting services to local, regional, national, and international clients. In Florida alone, there are more than 850 employees in 16 offices. Kimley-Horn has 120 planners firmwide. Of these team members, 105 planners hold AICP certification from the American Institute of Certified Planners; in Florida, there are 26 AICP planners throughout the state.



Kimley-Horn maintains nearby local offices in Jacksonville, Ocala, Gainesville, Orlando, and Sarasota. Our staff has a wide range of planning experience with comprehensive plans, land development regulations, Community Redevelopment Agency plans, landscape architecture and design standards, as well as master plans for various public clients involving far-reaching community issues. We are a fully integrated consulting firm offering a variety of in-house services, including:

- Helping communities develop and update comprehensive plans
- Teaming with communities to create design guidelines for specific projects
- Development of master plans
- Development and site plan reviews
- Creation of and updates to land development regulations and form-based codes
- Assistance in the establishment of Community Redevelopment Areas (CRA)
- Urban design and landscape architecture
- Transportation planning, traffic, and other concurrency reviews)
- Grant/funding assistance
- Community outreach and visioning

#### **Comprehensive Planning**

Kimley-Horn's planning staff has relevant experience with comprehensive plans, land development regulations and design standards, and master planning. Our knowledge of critical planning elements, such as public participation, community visioning, regulatory and policy planning, entitlements, comprehensive plans, land use scenario planning, implementation strategies, cultural and natural resources, and intergovernmental coordination indicates that our work is truly comprehensive in scope. Kimley-Horn planners are widely knowledgeable with comprehensive planning in the state of Florida, with familiarity of Chapter 163,



ALIO PLORIDA

Florida Statutes, and specifically the requirements for comprehensive plans under Section 163.3177. Understanding the components required within a comprehensive plan and how to review, reconcile, and revise existing comprehensive plans are tasks that our planners deal with day-to-day. Your co-project managers, Brian Teeple, AICP and Allison Megrath, AICP, are both certified planners and have worked with comprehensive plans in Florida for the majority of their careers. Currently, they are working together to update Putnam County's Comprehensive Plan and the City of High Springs Comprehensive Plan. Under their guidance, their team will create the City of Green Cove Spring' 2045 Comprehensive Plan Amendment that complies with Florida Statutes, incorporates Goals, Objectives, and Policies (GOPs) that address current local issues and plans, and removes antiquated and outdated information. A comprehensive plan that has a deep and robust definitions section also helps to provide consistency and clarity. The Kimley-Horn team will be turning a keen eye to that section and to synch the definitions with Florida Statute definitions.



A comprehensive plan is intended to be a document that guides growth and development in a community for decades at a time. The land development regulations are then created to be the implementation document supporting the GOPs of the Comprehensive Plan. Florida Statutes require local municipalities update their comprehensive plan a minimum of every seven years. While many state agencies are part of the review and approval process for a comprehensive plan update, the lead agency is the Florida Department of Economic Opportunity (DEO). Kimley-Horn's planners have excellent relationships with the planners and staff at DEO, which lends itself to having a smoother process for each and every update on which we work.

Kimley-Horn has led and assisted with numerous successful community meetings in communities throughout Florida including Atlantic Beach, High Springs, Alachua County, Crystal River, and Indiantown. Our team understands the pivotal role of meaningful and effective public involvement opportunities that enable area residents and stakeholders to establish priorities for their communities. We are a statewide leader in public involvement and have received awards from the American Planning Association (APA) and the American Society of Landscape Architects (ASLA) for our work in public engagement.

In response to COVID-19, Kimley-Horn has incorporated online involvement platforms, interactive maps and websites, "live" town halls, interviews, video chats, on-demand webinars, and more to continue to engage the public.

#### **Public Involvement/Public Relations**

We are strongly committed to conducting public participation programs that educate, inform, and build consensus

for a particular solution. Each project is different in terms of the stakeholders and the critical issues involved, thus each public involvement program must be tailored to specifically address the project's needs. The team assembled by Kimley- Horn understands that a strong partnership with the community is critical, and we remain diligent in educating, informing, and building consensus among diverse groups. Consequently, we have developed effective methods of bringing the community into the process including:

- Charrette design and facilitation
- Workshop design and facilitation
- Innovative notification techniques



- GIS analysis, graphics, and story mapping
- Extensive graphics support, including 3D modeling and graphic fly-through models

Kimley-Horn has led and assisted with numerous successful community meetings in nearby communities throughout Florida including Atlantic Beach, High Springs, Alachua County, Crystal River, and Indiantown. Our team understands the pivotal role of meaningful and effective public involvement opportunities that enable area residents and stakeholders to establish priorities for their communities. We are a statewide leader in public involvement and have received awards from the American Planning Association (APA) and the American Society of Landscape Architects (ASLA) for our work in public engagement.

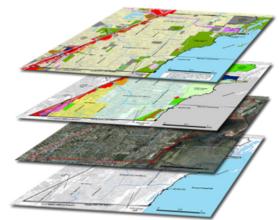
In response to COVID-19, Kimley-Horn has incorporated online involvement platforms, interactive maps and websites, "live" town halls, interviews, video chats, on-demand webinars, and more to continue to engage the public.

#### **Geographic Information Systems (GIS) and Visualizations**

GIS

Recognizing the value and importance of GIS technology in data management. planning, and analysis. Kimley-Horn has a multidisciplinary team of GIS professionals who offer GIS services to our clients. This multidisciplinary expertise enables us to develop a GIS that is tailored to the specific requirements of the project objectives.

We can assist the City with the implementation of GIS into the workflow and help to maintain the GIS data. Additionally, we aided in the development of the GIS standards to create consistent mapping for use in public meetings, presentations, agendas, etc., as well as assisted with the creation and updates of various needed information. Our familiarity with the existing data, combined with our extensive experience with GIS analysis and developing GIS applications, will benefit the City through the Comprehensive Plan review and amendment process.



In addition to base mapping and general spatial analysis, one of the primary ways GIS can support the Comprehensive Plan process, as well as subsequent process, is through scenario planning. The Kimley-Horn team can develop different scenarios representing different growth patterns. The scenarios will provide graphics to show what the physical form of the area will look like in the planning horizon and will show what impacts to the area's infrastructure will result from different patterns of development. Using this data and information, the City can make highly informed decisions on shaping possible amendments to the Plan as well as more effectively plan for necessary capital improvements. This scenario planning exercise is also an excellent tool for creating visualizations and explaining some of the more complex terms associated with the Comprehensive Plan.

#### **3D VISUALIZATION**

In addition to leveraging GIS for spatial analysis and scenario development, the Kimley-Horn team can render information as 3-Dimensional models for visualization and community input. By providing these visualizations, the project team, City staff, and the

public can better understand the physical form that will result from changes to codes, policies, and guidelines.

The Kimley-Horn team will create highly detailed renderings to use for community input, offering the opportunity for the project team to gain specific input on what the City and the public prefer and what modifications are needed to accomplish the desired vision.

The project team can also create "fly-through" videos to include online or to show at public meetings to provide additional perspectives. These 3D visualizations may be especially helpful when conveying proposed changes.



### **Consultant Qualifications**

#### **Previous Work**

**Kimley-Horn** has successfully executed projects similar or related to those envisioned by the City for their Comprehensive Plan Amendment, including developing and updating comprehensive plans for the cities of Atlantic Beach, Venice, and Sebastian, Florida. Although elements and tasks of these projects are similar in requirements, Kimley-Horn tailors each project's scope of work specifically to meet your objectives and goals.

#### **Atlantic Beach Land Development Regulation Update**

Northeast Florida Regional Council
100 Festival Park Ave, Jacksonville, FL 32202

100 Festival Fair Ave, Jacksonville, FE 32202

Link to Plan: https://www.coab.us/DocumentCenter/View/11127/Chapter-24-Zoning-Code-ADOPTED-07082019

Elizabeth Payne, AICP, Chief Executive Officer, epayne@nefrc.org, (904) 279-0880 x133

**Key Personnel:** Brian Teeple, AICP; Allison Megrath, AICP

#### THE STORY

The City of Atlantic Beach contracted with the Northeast Florida Regional Council (NEFRC) to facilitate updating the City's Land Development Regulations. Kimley-Horn was selected commissioned as a subject matter expert with the Northeast Florida Regional Council to assist them in the updating of the City's Land Development Regulations. The purpose of the update is to provide for orderly growth; to encourage the most appropriate use of land; to protect the natural environment; to protect and conserve the value of property; to prevent the overcrowding of land; to promote, protect, and improve the health, safety, comfort, good order, appearance, convenience, and general welfare of the public; and to help accomplish the goals and objectives of the Comprehensive Plan.

#### THE ISSUES

The City had recently updated its Comprehensive Plan. Florida Statutes require that a local government's Land Development Code be updated within one year of a Comprehensive Plan update. This project entailed not only bringing the Code into compliance but also refreshing the document to streamline and provide interest, as well as making it a better user experience. The City also desired to provide some flexibility in certain areas of the Land Development Code to encourage redevelopment. The solution Kimley-Horn and the NEFRC proposed was the creation of a new zoning district, known as the Traditional Marketplace. This district allowed for the relaxation of certain standards including landscaping, building setbacks, and parking to allow for easier redevelopment and adaptive reuse of existing buildings.



#### THE PROCESS

An audit of the previous Land Development Code, Comprehensive Plan, and City Charter was performed to identify issues. Meetings with stakeholders and a "walkabout tour" of the community were coordinated with City and NEFRC staff to observe the identified issues in person. This research resulted in the creation of an Amendment Matrix. The Amendment Matrix is a system Kimley-Horn uses to capture all comments noted throughout the project—whether from staff, constituents and stakeholders, Commissions and/or Boards. The Amendment Matrix acts as a historical log of what comments were received and if, how, and where they were addressed in the new Land Development Code.



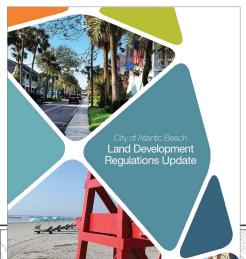


PHASE 2

An assessment was completed to identify generalized concept approaches to gauge public acceptability of proposed amendments, and the creation of recommendations in strikethrough and underline ordinance format. This process included extensive coordination with staff, workshops with citizens, Community Development Board, City Staff, and City Commission.

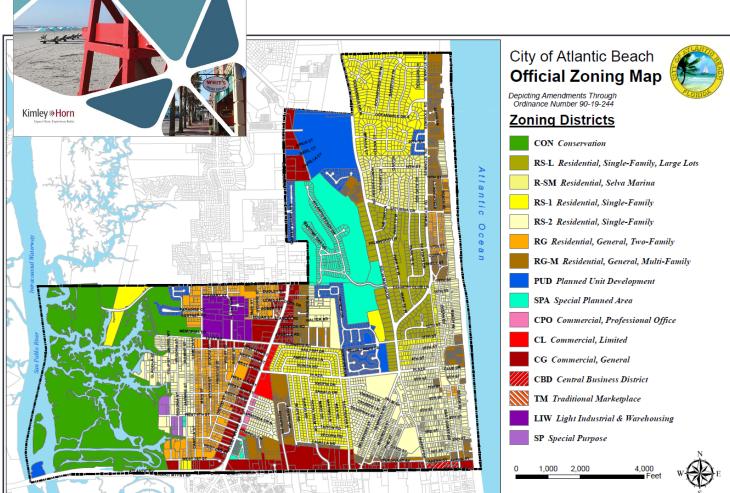
PHASE 3

A final workshop presentation was held with the City Commission and Community Development Board to provide an in-depth look at the proposed amendments. Ultimately, the adoption of amendments to the Land Development Regulations took place in July of 2019.



#### THE RESULTS

The end result was a revised Land Development Code, receiving the unanimous approval of the City Commission. The City Staff has been able to implement the Goals, Objectives, and Policies of the Comprehensive Plan through the updated Land Development Code regulations. The new Traditional Marketplace zoning district that was provided in the Land Development Code provided an option for property owners who chose to take advantage of some of the incentives.



#### **Venice Comprehensive Plan**

City of Venice 401 West Venice Avenue, Venice, FL 34285

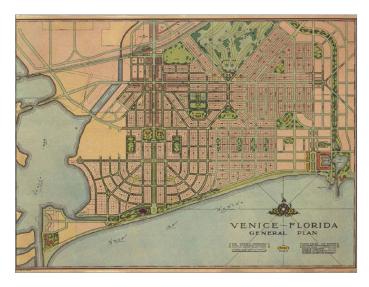
Link to plan: https://www.venicegov.com/home/showdocument?id=2342

Key Personnel: Kelley Klepper, AICP; Jessica Rossi, AICP; Jared Schneider, AICP, CNU-A

Jeff Shrum, AICP, Development Services Director, jshrum@venicegov.com, (941) 882-7431

#### THE STORY

The new 2017-2027 Comprehensive Plan for the City of Venice serves as the blueprint for the City's future. The Plan and its included strategies will be crucial as the City prepares for future opportunities related to land use, transportation, housing, and open spaces. It represents a significant shift in the status quo, and from the City's previous Plan which was more regulatory in nature. The Plan also represents a departure from the traditional structure of Goal, Objectives, and Policies (GOPs) into a Vision, Intent, and Strategies structure that better reflects the manner in which the City wanted to implement its Vision and the Plan. The process included the revision of approximately 650 items from the previous Plan, and has produced a document that is simple, direct, and easy to use.



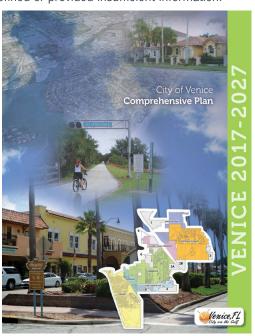
#### THE ISSUES

Early in 2015, it became clear that the current Comprehensive Plan adopted in 2010 was not adequately providing the proper guidance. The Planning Commission identified several obstacles or challenges which led to inconsistencies in the current Plan, including but not limited to changes in State Statutes, policy language better suited for the City's Land Development Code, as well as items that were not defined or provided insufficient information.

#### THE PROCESS

The City took this opportunity to redefine its Land Use Designations and create new designations, such as mixed use, that reflect the character and desired outcome of the area as well as set the stage for an improved and more efficient application of the Land Development Code. In addition to the City-Wide elements, the Plan also includes the Neighborhood sections which further define/provide strategies specific to each respective Neighborhood (redevelopment, waterfront, parks, etc.). Finally, there is information and analysis specific to the mixed-use designations which provide the minimum and maximum levels of development envisioned within each of the neighborhoods; this builds further on the visions established by the City in shaping future development.

Code-specific and code-oriented language which, per Florida Statutes, is not recommended to be incorporated into the Comprehensive Plan was removed in the new Plan. The Plan and the mixed-use designations provided targeted minimum and maximum levels of residential and non-residential development as well as a snapshot of where the City was at the time of the Plan's adoption (to allow for tracking and monitoring). Text was simplified, redundancies within and



between designations were removed, and where possible, graphics were used to illustrate the strategy.

A critical component to the development of the Plan was a robust and diverse public engagement process that provided an understanding of the community's values, aimed at ensuring the Plan supports and advances those priorities over the long term.

#### THE RESULTS

There are specific strategies within the Plan that (1) require annual review on the progress of the Plan and its related strategies, as well as status of development within the mixed-use areas, and (2) provide for transitional items that require further review and analysis as the Plan is being implemented; if determined that the strategies are successful or not, further amendments are processed.

This process could be considered transferable to almost any community, as it relates to the public outreach approach as well as the refinement of the Plan into succinct elements and strategies. In addition, the development of neighborhood specific strategies provides the mechanism for a targeted focus within a defined geography of the community.

This Plan
was recognized by the
American Planning Association
(APA) Florida for Outstanding
Comprehensive Plan Small City in
2018 and the Florida Planning and
Zoning Administration (FPZA)
Grassroots Initiative and
Public Involvement.

## Sebastian Coastal Resiliency Plan and Comprehensive Plan Updates

City of Sebastian 1225 Main Street, Sebastian, FL 32958

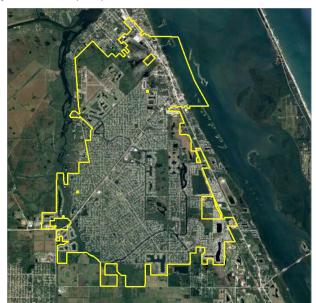
Lisa Frazier, AICP, Community Development Director, Ifrazier@cityofsebastian.org, (772) 388-8228

Link to Plan: http://public.cityofsebastian.org/pdfs/COS\_CoastalResiliencyPlan\_FinalReport.pdf

Key Personnel: Kelley Klepper

#### THE STORY

The City of Sebastian is located in the Indian River Lagoon Basin on the east coast of Florida, bordered by the Indian River and Saint Sebastian River. The City includes approximately 14.9 square miles with a mix of urban and suburban areas populated by 25,174 (2017) residents. In 2018, the City received funding through the Florida Department of Environmental Protection (FDEP) Program for Resilient Communities to assess critical infrastructure. As a result, this project is part of an effort by the City to *build resilience into the City's Comprehensive Plan*. Since this effort, Kimley-Horn has undertaken a complete update of the rest of the City's Comprehensive Plan and its Elements which is due to be adopted later this year.



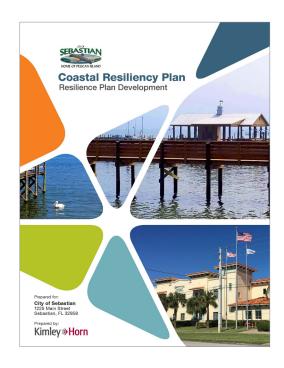
#### THE ISSUES

The City is situated on several bodies of water and is susceptible to the effects of sea level rise (SLR) and flooding on both public and private lands. The City took the bold step of completing a study to not only better identify those areas susceptible to sea level rise but also develop strategies for the development and redevelopment of properties through its Comprehensive Plan. Those Goals, Objectives, and Policies form the basis of the City developing the implementing land development code standards.

#### THE PROCESS

Kimley-Horn was selected to prepare the City's Coastal Resiliency Plan and the corresponding Comprehensive Plan amendments to address state mandates regarding sea level rise assessment. To support the Comprehensive

Plan Update, a vulnerability analysis of the City's critical infrastructure and social elements was required to evaluate coastal flooding. The Coastal Resiliency Plan was developed through this vulnerability analysis; an in-depth analysis of sea level rise, rainfall and surge data, public infrastructure locations, land use, and societal exposures. The Plan culminated in the vulnerability summary and an Adaptation Action Plan.



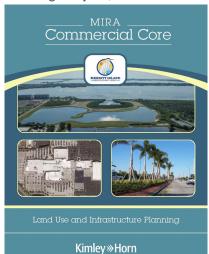
#### List of additional Comprehensive Plan projects:

- Williston Comprehensive Plan Update/ Economic Development Strategy (2018), Williston, FL
- City of Tavares Comprehensive Plan Update, Tavares, FL
- Comprehensive Plan Update, Walton County, FL
- Village of Palmetto Bay Evaluation and Appraisal Report and EAR Based Comprehensive Plan Amendment, Village of Palmetto Bay, FL
- ❖ Wakulla EAR-based Amendments to the Comprehensive Plan, Wakulla, FL
- . City of Belle Glade Comprehensive Plan. Belle Glade, FL
- City of Doral Comprehensive Plan and Land Development Regulations, Doral, FL
- City of Maitland Comprehensive Plan, Maitland, FL
- · City of North Miami Comprehensive Plan, Transportation Element, North Miami, FL
- Comprehensive Plan Amendment for City of Altamonte Springs, Altamonte Springs, FL
- Comprehensive Plan, Fort Pierce, FL, Fort Pierce. FL

- Greenacres Transportation Element - Comprehensive Plan Amendment, Greenacres, FL
- Lake Worth Comprehensive Plan Transportation Element Update, Lake Worth,
- Langdale Site, Comprehensive Plan Amendments, Rezoning, and Development of Regional Impact, Valdosta, GA
- Northern Palm Beach County Comprehensive Planning Project, Palm

Beach County, FL

- Palmetto Bay Comprehensive Plan, Palmetto Bay, FL
- Alachua County ULDC Update. Alachua County, FL
- Atlantic Beach LDC Update, Atlantic Beach. FL





# **Proposed Approach**

## Task I – Citizen Engagement, Data Collection and Client Coordination

#### CITIZEN AND STAKEHOLDER ENGAGEMENT

Kimley-Horn planners take public and stakeholder outreach and engagement seriously. Having a targeted outreach strategy will help to solicit information that is meaningful to the planning process. Our team strongly believes in an empirically driven approach to engagement. We recommend an approach that gathers, processes, and responds to input from a representative cross-section of the community—not just the subsets of the community most likely to engage in a traditional outreach process. This approach also engages elected officials, boards and commissions, and staff across multiple departments. Above all, our approach to engagement yields actionable data on par with the technical analysis that will be required for the update to the Comprehensive Plan.

Of particular importance for this effort will be efficient and effective coordination with City staff in the citizen and stakeholder engagement process. Because Kimley-Horn will only be primarily responsible for the Future Land Use and Transportation Elements, while the City will be responsible for the other elements of the plan, careful coordination will be essential in the development of a cohesive and coordinated update.

The COVID-19 pandemic has elevated the need and use of technology in the planning process. Citizens and stakeholders have become familiar and, in many cases, comfortable with the use of virtual meetings. This provides us with the opportunity to reach a broader audience and seek additional input through this Comprehensive Plan update. Workshops, town halls, webinars, and online surveys could be incorporated into the public outreach component of this project. Should the pandemic persist or re-emerge Kimley-Horn has developed numerous ways to engage the public virtually. We are prepared to rapidly pivot our engagement process wholly to the virtual world if needed.

One of the many techniques that we use at Kimley-Horn is the development and population of an Amendment Matrix, An Amendment Matrix is a way for us to capture any and all comments received throughout the project's life. The Amendment Matrix allows us to acknowledge the input by recording it, and provides a historical record of if and how an issue was addressed. If it is determined that the comment does not warrant a change to the Comprehensive Plan – for

example, it is in conflict with



ALACHUA COUNTY UNIFIED LAND DEVELOPMENT CODE UPDATE
PROPOSED AMENDMENT MATRIX

WORKING DRAFT (12/12/2019) Kimley » Horn

	SECTION/ REFERENCE	WHO IDENTIFIED THE ISSUE (Staff, Bocc, Stakeholder, Public, KH)	PROPOSED AREA OF CONCERN	PROPOSED CHANGE/ACTION	STAFF ASSIGNED	COMPLETE
				column to Table 407.43.2 that states "total trees". Or modify 407.43(c)4.		
61.	407.43(c)	Staff	This would add clarity and specificity to the intent of this section of code.	Add the following to #5. "Buffer material shall be spaced so as to occupy the entire width of the buffer so as to provide the greatest buffering."		
62.	407.43.1(b)1.	Staff	This would result in greater shading of streets in larger subdivision retrances. Currently if a large subdivision proposes multiple lanes of traffic ords a County roadway, there is typically a median proposed. This large expanse of powerent may only requires there in the median according to current code. A smaller subdivision of the control of the control of the control of the control of the control of the control of the control of the pavement coverage percentage. Requiring smaller subdivisions have a higher standard of entrance canopy coverage.	Change 'or' to "and"		
63.	407.43.1(c)3.	Staff	This would not differentiate between a terminal island and any other required island within a parking area and would make the language consistent with the referenced table 407.45.1.	The minimum width of a terminal landscape		
64.	Table 407.44.1	Staff	To add clarity and specificity likely to the code sections original intent.	In "Tree Type" columnAdd "Street" in front of the first word "Tree"		
65.	407.44(c)2.	Staff	This would prohibit the planting of deciduous (lose their leaves) shrubs. Most shrub specifications within the ULDC are required for buffering purposes and shrubs that lose their leaves do not buffer very well in the winter.	Add evergreen and or non-deciduous after "woody",		
66.	Table 407.45.1	Staff	This is to provide clarify and allow as much separation from pavement as possible while allowing for the current street tree planting standard to not be changed.	Add asterisk (*) at bottom of Table 407.45.1* Minimum dimension in any direction is 8 feet unless otherwise specified.		
67.	407.45(b)	Staff	The word maximum would imply that the sonile landscaping is, allowed to die. This would be inconsistent with the current code section 407.47(a-d) that effectively states that all landscaping from an approved landscape plan is required to be replaced if and/or when it falls.	remove word "maximum".		
68.	407.45(b)6.	Staff	Requires the tree bindings required to keep some newly planted tree upright to self-degrade. These bindings frequently do not get removed after institlation. The institlation company is frequently not the landscape maintenance company and the removal of the staking system falls through the cracks and is never removed. If removal does not occur, it binds into the tree as it grows and can cause the tree to die.	Add "biodegradable" before the word "Stakes" in the second sentence.		
69.	407.47(d)	Staff	This is consistent with fire rescue and DOT standards for clearance and sets a limit on what is considered normal raising of the canopy.	Add "mature trees overgrowing driveways should be pruned a maximum of 14 feet to allow"		

other Goals, Objectives, or Policies, or is unrelated to a comprehensive planning issue by being more appropriately addressed in the City's Land Development Code – we indicate that in the Amendment Matrix. This document provides Staff with a reference point if the Mayor, City Council Members, or the public inquire about an issue or comment.

The opportunities and methods to inform and engage Green Cove Springs stakeholders will require a menu of techniques, including traditional and non-traditional methods, that blend the issues and solutions for the Comprehensive Plan elements. The following



represents our team's flexible approach to stakeholder and public outreach. This effort will be customized to align resources with the desired level of outreach by project leadership. Therefore, our strategy for engagement may include a combination of the following techniques and elements:

- Work early on with the City's Project Manager to convene an Advisory Committee. The Advisory Committee will provide
  an opportunity for a routine, monthly check in throughout the project.
- Collaborate with the Advisory Committee to develop a Public Outreach Plan. The Public Outreach Plan will be designed such that the community can understand the comprehensive planning process, make suggestions on how it could be improved, review documents and materials prepared throughout this process, and provide comments on the draft and final versions of the 2045 Comprehensive Plan.
- Workshops to engage constituency of stakeholders: residents, civic associations, businesses, industry organizations, applicable external agencies, City elected officials and staff from all City departments and divisions. This includes hosting workshops in areas where unique issues are present and a focused outreach effort is in order. Workshops will be designed to solicit as much feedback as possible from attendees. Kimley-Horn, with City Staff's approval, proposes the following strategies for the workshops:
  - Various stations related to specific topics: land use; housing; transportation; the environment
  - Comments cards for feedback to be added to the Amendment Matrix
  - Interactive activities could be considered, such as:
    - Sticky-dot tallying where each color carries a different weight of importance
    - Visual preference surveys
    - Play money to vote on goals most important to Green Cove Springs stakeholders
- Use social media such as Facebook, Twitter, Instagram to engage the community
- Use email campaigns and surveys, both written and digital, to solicit public input
- Create online portal and website for stakeholders to view project information and get involved in the process through a Story Map
- Informational material included in utility bills

The workshops will focus on the following issues provided by the City:

- Current Comprehensive Plan status compared to existing statutory requirements.
  - Kimley-Horn will have identified needed plan changes in advance of the workshops and will present them at the workshops.
  - Land Use designations on the future land use map, including geographic distribution and allowed densities and intensities.
  - Kimley-Horn proposes to focus on where growth is taking place and why.
  - Kimley-Horn will look at areas served or proposed to be served by public facilities, especially water/sewer.
  - Kimley-Horn will seek information as to where the City wants to direct/entice growth.
- Existing and planned transportation facilities and available capacities.
  - Kimley-Horn will have inventoried transportation capacities prior to the workshops and will share that information at the workshops.
- Issues and concerns related to the existing comprehensive plan.
  - Kimley-Horn will use a variety of facilitation techniques to elicit as much useful information from the workshops as possible.
- Policy direction as provided in the Comprehensive Plan and deficiencies.
  - Kimley-Horn will have conducted a screen level review of policies and will have meet with staff in advance of the workshops to identify any problem GOPs.



Kimley Page 830

The comments and suggestions received during the project's public outreach process will be captured in the Amendment Matrix to be used as guidance during the update of the Comprehensive Plan and summarized in a report that we will provide to the City's Project Manager.

#### DATA COLLECTION - EXISTING CONDITIONS

From the onset, Kimley-Horn will review the City's other relevant existing plans and policies influencing growth, land use, transportation, urban design, and market and economic conditions at the local and regional level. The intent is to collect existing data that will frame the subsequent identification of issues and provide a strategy for the Comprehensive Plan update.

Generally, the assessment would include and help identify if there are additional conflicts with the recommendations:

- Identification of the impacts of each identified issue
- Determination of unanticipated circumstances affecting each identified issue
- Determination of whether the unanticipated circumstances resulted in challenges or opportunities
- Identification of actions needed to address each identified issue
- Evaluation of population and land use changes
- Identification of the amount and location of vacant land and its suitability and availability for development
- Determination of the extent to which City would be able to meet the growth demands on transportation, level-of-service standards, public services and facilities, concurrency management, and the financial feasibility of the plan

# A Fonds Nulls Read Use, Descripting and Internally A Fonds Nulls Read C Manual Use (Read Office) D Manual Use (Read Office) D Manual Use (Read Office) D Manual Use (Read Office) C Manual Use

#### **MARKET STUDY**

We want to understand the forces that influence growth and change in Green Cove Springs and will do that by preparing a market study that will analyze the housing market and economic conditions. This effort shall, along with City staff's assessment of existing conditions, also include an examination of demographics, land use and zoning, the natural environment, community services and infrastructure and image and identity. The state of the City's housing inventory has a direct relationship with the economic health of the City. The housing market is an essential indicator of development and redevelopment. A housing market and economic conditions analysis will help the City know what its housing needs are, prioritize those needs, and help to guide appropriate policies, programs, and strategies to meet those needs. Additionally, economic conditions related to job creation and the state of commercial, office and industrial development, occupancy and absorption are influenced by and influence the housing market.

Through this portion of the project, Kimley-Horn will assess current and projected housing conditions, set goals, and recommend approaches for achieving those goals. we will take a look at housing demand and housing supply in Green Cove Springs. This will include looking at projected population, household size, and vacancy rate, as well as other markers. After analyzing that data, we will assess the community housing needs. Of particular focus will be an analysis of the supply and demand for conventional suburban type development versus the supply for more compact, urban type development through new, infill and redevelopment.



The market and housing analysis can be used for many applications going forward such as:

- Budgeting/resource allocation
- Amending or creating new housing and community development priorities
- Developing intervention strategies
- Being the basis for economic development efforts
- Support for grant opportunities
- Support for incentive opportunities in the non-residential market segment
- Housing advocacy and community awareness
- Creating or enhancing a housing database

Kimley-Horn proposes to present the findings of the Market Study to City staff in the form of a summary memorandum and the matrix of issues identified, including potential or recommended amendments for the update. These results, after acceptance by City staff, would serve as one of the bases for the Comprehensive Plan update.

#### **CLIENT COORDINATION**

As noted previously, coordination of the City's efforts with those of Kimley-Horn is of vital importance in the production of a coordinated and consistent Comprehensive Plan Update. Those coordination efforts will begin at a project kick-off meeting with City staff. Prior to that meeting Kimley-Horn will undertake a preliminary identification of the data and information needs to update the Plan's Data and Analysis and the Goals, Objectives and Policies, including available GIS and mapping. Also, at this meeting in concert with the City we will set up a schedule for weekly coordination/progress meetings, establish clear lines of communications and begin the development of a public engagement plan.

## **Task II – Draft Comprehensive Plan Elements**

After the analysis of information gathered in Task I is complete, Kimley-Horn will draft goals, objectives and policies for the Future Land Use and Transportation Elements of the Comprehensive Plan. The matrix completed in Phase I and the Data and Analysis will be used as the basic guidance for the formation of the vision, goals, objectives and policies.

#### TASK II - A FUTURE LAND USE ELEMENT

Kimley-Horn will deliver to the City the draft Data and Analysis and the draft Goals, Objectives and Policies that will be reflective of all the data gathered, stakeholder meetings, City guidance and Advisory Committee input. Special attention will be given throughout the process on the key issues facing the City. These key issues include the pending completion of the First Coast Expressway, analysis of undeveloped lands currently served by utilities, the future development of the Reynolds Park area and downtown. The Future Land Use Element and Map will be sensitive to the possible future development of a form-based code, including the standards for a Traditional Neighborhood Design land use designation. Streetscape, visual enhancement



and context sensitive design issues will be examined, and policy frameworks will be developed. Finally, an inventory of known historical structures will be undertaken to determine if there is a cohesive historical district that can be identified. Kimley-Horn will also deliver a complete draft map series for the Future Land Use Element.

A goal of this work will be to develop policies that will help the City guide new development and redevelopment to express the community desired visual and functional elements of urban form and design to create a more vibrant and compact built environment.

Kimley-Horn will also deliver the general economic and housing market analysis as a companion document to the Data and Analysis and Goals, Objective and Policies.



#### TASK II – B TRANSPORTATION ELEMENT

Kimley-Horn will deliver to the City the draft Data and Analysis and the draft Goals, Objectives and Policies that will be reflective of all of the data gathered, stakeholder meetings, City guidance and Advisory Committee input. Particular attention will be given to the transportation impacts resulting from general growth in the area (including nearby reactivated Developments of Regional Impact), opportunities for infill development, the ultimate development of Reynolds Park and the completion of the First Coast Expressway. We will also look at potential alternative ways to implement congestion management by utilizing complete street techniques, context sensitive design and an interconnected Bike/Pedestrian Trail system. We will identify existing streets that will require modification to become complete streets with typical cross section design standards as well as corridors for dedicated bicycle / pedestrian trails with typical cross section design standards.

Kimley-Horn will also deliver a complete draft map series for the Transportation Element.

#### Task III - Draft Presentation/Review

Kimley-Horn will provide a draft of the Future Land Use and Transportation Elements to be reviewed by City staff, the Advisory Committee, Planning and Zoning Board, and City Council in order to analyze information and data from the existing conditions research, and the public engagement process.

Kimley-Horn will work closely with City staff to develop cohesive, consistent and integrated presentation materials. Presentations will be made to a citizens/stakeholders workshop, the Advisory Committee, the Planning and Zoning Commission and the City Council. These presentations will be developed for easy interpretation by the audience, while outlining the process by which City Staff can implement the Comprehensive Plan's recommendations and strategies. This is an important stage and ensuring community support and buy-in is critical.

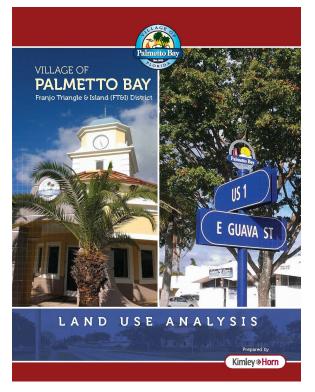
#### Task IV - Revision to the Draft

Typically, we will respond to up to two (2) rounds of revisions to the draft GOPs, background data and analysis and maps. The first round would be at the beginning of Task III based upon review by City Staff and the second round would respond to changes desired by the Advisory Committee, the Planning and Zoning Commission and the City Council. To ensure the comments from the various City departments and agencies are vetted and concise, our team asks that the City's Project Manager be responsible for compiling and submitting one set of review comments to Kimley-Horn.

#### Task V - Final Plan

Kimley-Horn will provide to the City one (1) printed color copy and one

(1) digital copy with print- ready graphics in .pdf format. The digital copy will not be protected or prevent future editing. The final plan will include the Data and Analysis, the Goals, Objectives and Polices, associated maps and exhibits, and the Market Analysis for the Future Land Use and Transportation Elements. Kimley-Horn will participate with City staff in presentations to the Advisory Committee, the Planning and Zoning Commission and the City Council for transmittal to DEO for comments. All maps included in the plan will be provided separately in .pdf format. All maps will be prepared using GIS software and all component files (i.e. shapefiles, geodatabases) will be provided digitally. Kimley-Horn will address any outstanding comments from state agencies and provide any needed documentation. Once all comments are satisfied, Kimley-Horn will participate with City staff in the presentation to the City Council for adoption of the final plan.









## **Initial cost estimate (\$75k budget)**

Kimley-Horn is committed to producing the work products for the City's budget of \$75,000. A detailed break down of work effort and cost associated with each task is highly dependent on the effort necessary for the citizen and stakeholder engagement process and participation in other meetings, workshops and presentations. A detailed task cost estimate will be provided once these variables are determined at the beginning of the project.

# **Hourly rates for Key Personnel**

CLASSIFICATION	RATE
Analyst	\$135.00
Professional	\$180.00
Secretary/Clerical	\$70.00
Senior Professional	\$220.00



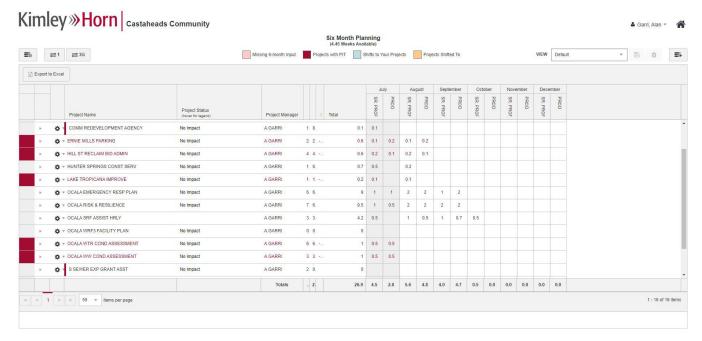
# **Available Capacity**

Project management is both an art and a science at Kimley-Horn. We employ a structured approach to all our projects integrating resource, schedule, and budget management for each project in which we are involved. Kimley-Horn's standard management practices are outlined in a formal manual published by the firm entitled, Project Manager's Manual. This document clearly establishes the firm's policy that requires the project manager to prepare a detailed work plan and management plan for each major project. This includes a plan for controlling and directing all elements of the project.

Kimley-Horn has a proactive management system, known as "castaheads," used to detail every project's personnel needs and also to determine each staff person's availability. By continuously matching project needs with staff availability, our castaheads system is an accurate tool for keeping our projects on schedule. Based on a review of our castaheads, we can assure you that the staff members selected for this team are available immediately to serve the City of Green Cove Springs and are in an excellent position to handle the workload of any forthcoming assignment.

Our entire approach to project management is characterized by the following philosophies and policies that are ingrained in the Kimley-Horn culture:

- We will not only control and manage the project schedule, we will anticipate problems, creatively develop solutions, and implement a set of actions before problems arise.
- We will follow up on action items to ensure that planned actions are executed by a single responsible person. There will be no misunderstanding as to who was or is responsible.
- Our project management plan will promote efficiency, clarify communication protocols, provide direction, avoid misunderstandings, and govern routine action.
- Our project management plan will clearly identify, budget, and plan for effective quality control and independent reviews, and we will produce a result that exceeds contractual expectations.
- We will execute random inquiries into schedule adherence, work performance, quality performance, and resource allocations
  to determine compliance with planned project performance. We will identify anomalies and take instant corrective actions as
  needed.





Our project manager **Brian Teeple, AICP**, and co-project manager **Allison Megrath, AICP**, will be in command and control of the project at all times. They, and their staff, will be available at a moment's notice during the schedule of this project. Brian will also have the authority to allocate resources and correct problems without senior management approval. We will view the project from your perspective, examine issues in a strategic context, and provide you with tactical solutions.

## **Capacity**

From the review of our castaheads system for the next six months, we have more than the needed capacity to complete this project on time. The Kimley-Horn team will be completely available to you for this project whether you have a question or a need, we are here and available at any moment during your projects' development.

We are confident that we can meet the technical and manpower needs anticipated for this project. It is part of the firm's philosophy not to operate individual offices as profit centers. Rather, we make it a practice to share our depth of resources firmwide. Using an in-house computer system, we can forecast manpower needs by office, division, region, and on a firmwide basis. The regional and divisional managers routinely shift manpower and workloads to balance all demand-supply relationships. This ensures that we have more than enough staff and technical resources to complete projects on time and to your satisfaction.

#### Workload

Kimley-Horn's team is available to begin the tasks associated with this RFP immediately and is available to continue the work on an ongoing and as-needed basis.

Kimley-Horn is very progressive when it comes to understanding its current workload and has a long history of achieving successful project completion through a combination of effective project management and technical expertise. Consequently, Kimley-Horn is committed to providing the City of Green Cove Springs with the highest quality staff and service to meet your project schedule and budget requirements.

The members of our project team were selected using two criteri a: (1) their experience with similar projects and (2) their availability to assume major technical responsibilities within your project schedule. Kimley-Horn's proactive management system, known as "cast-aheads," is used to detail every project's personnel needs, as well as to determine each staff person's availability.

## **Resumes of Key Personnel**

Kimley-Horn has strategically selected a team of experts to address any anticipated tasks Green Cove Springs has identified in your RFP. The key individuals listed are well suited to help you achieve your goals because they provide a comprehensive skill set while minimizing overlap. Our project management team will be supported by other planners, engineers, and analysts to provide a well-rounded production force. Most importantly, our team can provide a "fresh set of eyes" and a new perspective for your community.

The cornerstone of an outstanding consultant team is a dedicated project manager. Our project manager Brian Teeple, AICP will be your primary point of contact. He is supported by not only the team listed below but also other state and national Planning experts from across our firm. Additional team members will be assigned based upon the specific task. *Full resumes can be found at the end of the section.* 



Brian Teeple, AICP (Project Manager) has over 39 years of professional planning experience at the Northeast Florida Regional Planning Council. While directing the Council, Brian worked with 43 counties and municipalities to bring their new comprehensive plans into compliance with the then Local Government Comprehensive Planning and Land Development Regulation Act and the Strategic Regional Policy Plan (SRPP). He has developed regional strategic plans, including the Comprehensive Regional Policy Plan, the SRPP, the Comprehensive Economic Development Strategy, Reality Check First Coast, Innovate Northeast Florida, and Elevate Northeast Florida. His extensive background includes comprehensive planning, land development code development, regulatory review, and intergovernmental coordination. From his time with the Northeast Florida Regional Planning Council he is knowledgeable of Green Cove Springs' needs for this Comprehensive Plan Amendment.







Allison Megrath, AICP (Co-Project Manager/Land Use Planning) has almost 27 years of experience in land use planning and zoning updates and entitlement, project management, industrial site certification, stakeholder engagement, regulatory compliance, grant writing and administration, and economic development. Her primary practice centers around working with the public sector to update Comprehensive Plans and Land Development Regulations, and to create Economic Development Strategies. Allison has a passion for assisting rural communities and has managed several projects in Florida and Georgia. She is the current Vice President for Professional Development/Ethics Officer for APA Florida.



Kelley Klepper, AICP (Land Use Planning) has 28 years of planning experience including a thorough knowledge of comprehensive planning, growth management, public policy, form based codes, DRIs, budgeting, urban growth boundaries and management, code updates, small/special area plans, transportation, development-related issues facing growing communities, and urban/rural design. He has successfully worked with the Department of Economic Opportunity and other governmental agencies. In addition, he is experienced in coordinating and conducting public meetings, presentations and charrettes. Kelley lead our award-winning City of Venice Comprehensive Plan and City of Sebastian Resiliency Plan and Comprehensive Plan Updates. Allison — Co-PM



Jessica Rossi, AICP (Economics/Market Analysis Lead) With more than 16 years of real estate market research, planning, and public engagement experience, Jessica brings a comprehensive perspective to all consulting assignments. She works on a wide variety of visioning and economic development assignments for local governments and regional agencies. Additionally, developer and investor clients rely on Jessica's insight to determine demand for commercial and residential projects and to choose specific concepts to maximize economic development, marketability, and value. Her experience working with public- and private-sector interests is useful in creating innovative solutions to complex issues. As a national resource for the firm, Jessica's leadership has guided high-quality and innovative planning strategies that are grounded in a market reality.



Michael Woodward, P.E. (Transportation/Complete Streets Lead) is a transportation engineer with 16 years of experience, specifically complete streets corridor and arterial investment studies, bicycle and pedestrian planning, signal system retiming, as well as transit facility analyses. He has a solid knowledge of HCS, Synchro, and SIDRA software, and experience with MicroStation, AutoCAD, and GIS. His recent project experience includes serving as project manager for several complete streets corridor studies and multi-modal master plans. In addition, he serves as project engineer for several Kimley-Horn's General Planning and/or Traffic Engineering Consultant Services contracts for clients including Osceola County, Titusville, Casselberry, Winter Park, FDOT, the Town of Windermere, and Port Canaveral. Mike has been responsible for Corridor Studies, Transportation Element Updates, Townwide Analyses, Citywide Analyses, Bike-Ped Master Plans and

Sub-Area Analyses, as well as prioritization of county and city roadway, transit, and multi-modal projects.



**Erin Emmons, GISP** – (GIS/Public Engagement - Lead) has 15 years of experience as a transportation and community planner with a specialty focus in GIS and database development. She has managed projects involving environmental and socioeconomic assessments, asset management and utility evaluations, and corridor planning. Her background includes data model design, implementation of web-based GIS systems, automation of geoprocessing, and leading staff training and agency coordination efforts. Erin is proficient in a number of software packages including Esri ArcGIS Desktop/Pro applications, ArcGIS Enterprise/Portal, and ArcGIS Online. Erin has developed customized data collection applications utilizing web and mobile GIS based applications, including Quick Capture, Collector for GIS and Survey123. These applications have also been utilized for virtual public engagement. She has been the lead GIS specialist and project manager on several

state DOT District office projects, as well as multiple MPO/TPO and local municipality GIS specific projects.





**Brett Kuzoian, PLA** - (Landscape Architecture/Community Design- Lead) has over five years of experience in landscape architecture in the North Florida area. His projects range from unique public parks and streetscapes to masterplans for residential communities from 40 to 4,000 acres. Most of his projects are in St. Augustine, Daytona Beach, and Lake Buena Vista. He provided design services for Green Cove Springs' Historic Spring Park Pool Renovations.

#### **SUPPORT TEAM**



Jared Schneider, AICP, CNU-A (Transportation/Complete Streets) has more than 16 years of transportation planning, urban planning, and GIS experience. Jared holds a Master of Planning in Civic Urbanism from Rollins College in Winter Park and bachelor's degrees in Business Administration and Geography from the University of Florida. Jared has been involved with several transportation and urban planning projects, including long range transportation plans, socio-economic data forecasts, congestion management plans, and bicycle and pedestrian plans. Jared is a member of the Urban Land Institute, Congress for New Urbanism, the American Institute of Certified Planners, and American Planning Association. Jared's professional interests include multimodal transportation planning and complete streets, GIS mapping and geospatial concepts, demographic and market analysis, urban redevelopment, municipal and campus planning, bicycle and

pedestrian planning, and urban design.



Blair Knighting (Land Use and Transportation Support) recently joined the Planning Team at Kimley-Horn. Prior to transitioning to Kimley-Horn, she served as a City Planner for the City of Jacksonville. Her roles at the City of Jacksonville required her to be proficient in many aspects of government planning regulations which included historic preservation planning, analyzing zoning overlay regulations, and grant writing and management. Throughout her career, she has become an expert in stakeholder engagement by overseeing community meetings, appointed historic preservation commission meetings, and engaging neighborhood advocacy groups. Blair possesses experience in land development entitlement procurement. Blair is also known as a historian with extensive knowledge of the history of Jacksonville's neighborhoods including; Downtown, LaVilla, Springfield, Riverside, and Avondale.



**Alyssa Monaghan** (Land Use /Public Engagement Support) provided support and review to our Planning teams. She is instrumental in organizing public involvement events, document preparation, and quality reviews. Recently she has coordinated with clients for several Department of Economic Opportunity Community Planning Technical Assistance Grants.

#### **SUBCONSULTANTS**

Based on the Scope of Services included in your RFP, we do not anticipate utilizing any subconsultants for this project. All of the staff needed will be in-house Kimley-Horn employees.

#### **Conflicts**

Kimley-Horn is currently serving as the agent for Ascension Health's petition to close the right-of-way. We will also be the Engineer of Record for the medical office/emergency room when Ascension decides to submit. As is Kimley-Horn's practice to avoid conflict with private development clients/projects and our work for public agencies, none of the team members we propose for the Comprehensive Plan Amendment are involved in the Ascension Health project. Therefore, we foresee no conflict with this RFP.





**39** Years of Experience

#### **SPECIAL QUALIFICATIONS**

- ➤ Over 39 years of experience in urban and regional planning, strategic planning, emergency preparedness planning, facilitation and mediation, economic development, and organizational management with the public sector at the state, regional and local levels
- Extensive background includes comprehensive planning, land development code development, regulatory review, and intergovernmental coordination
- Former CEO with Northeast Florida Regional Planning Council

#### **PROFESSIONAL CREDENTIALS**

- Bachelor of Science, Environmental Management, Pennsylvania State University
- Master of Science, Urban and Regional Planning, Florida State University
- ➤ American Institute of Certified Planners, #005236
- Member: American Institute of Certified Planners (AICP); American Planning Association (APA), Past President; Florida Planning and Zoning Association (FPZA); Urban Land Institute, Editorial Board, Florida Times-Union

# **Brian Teeple, AICP**

Project Manager

#### RELEVANT EXPERIENCE

**Comprehensive Plan, Flagler Beach, FL** — While at a regional planning agency was coproject manager for the re-write of this Comprehensive Plan. Flagler Beach's Comprehensive Plan was out of date and had not been reconciled with individual changes made by the City over the years nor with legislative changes. Early in the process it was decided, in order to provide for the highest protection to the City, this effort would result in a new Comprehensive Plan, developed from the ground up. The planning process included four in-depth citizens workshops, two workshops with the Planning and Architectural Review Board and two workshops with the City Commission. This process resulted in a plan that was streamlined, provided a narrower number of land use categories, and was markedly more user friendly.

**Putnam County Comprehensive Plan Update, Putnam County, FL** — Co-project Manager Kimley-Horn is currently working with Putnam County to update the County's Comprehensive Plan. This includes updating the eight required elements as well as an optional Economic Development Element. Also, within the scope of this project was the development of a Water Supply Facilities Work Plan necessary to meet state statutory requirements. In order to prepare for a potential growth surge, not otherwise predicted by official population projections, Kimley-Horn developed a set of higher growth projections to test the new plan's ability to accommodate higher that predicted growth. When completed the goal is to have an easy to understand streamlined plan to guide growth in the County for the next 15 years.

**Unified Land Development Code Update, Alachua County, FL** — Co-project manager who recently updated the Unified Land Development Code (ULDC) for Alachua County. This project was undertaken to bring the ULDC into compliance with the County's recently updated Comprehensive Plan, remove internal inconsistencies, and make the document more user-friendly. Areas of major focus included affordable housing, collapsing/combining zoning districts, eliminating parking minimums, supporting an agricultural community, and creating human-scale development in the context of multimodal design.

**Atlantic Beach Land Development Regulations Update, Atlantic Beach, FL**—
Project manager for the update of the City's Land Development Regulations to make them consistent with recent changes to state statutes, address issues and concerns, improve functionality and ease of use, and provide a general overall modernization of the code. The project was divided into 3 phases:

- 1. An Audit of the Land Development Code, Comprehensive Plan and City Charter to identify issues, meeting with stakeholders, and coordinating a "walkabout tour" to observe issues in person. This resulted in a deliverable of an Issues Matrix:
- 2. An Assessment that identified generalized concept approaches to gauge public acceptability of proposed amendments, and the creation of recommendations in strike through/underline ordinance format; and
- 3. The Adoption of changes to the Land Development Regulations. This process included several workshops with the Citizens, Community Development Board, City Staff and City Commission during each phase throughout the project.

**City of High Springs General Planning On-Call Services, High Springs, FL—** Coproject manager. Currently serving as an extension of the City's limited planning department staff. Responsible for answering day-to-day inquiries of citizens and stakeholders seeking direction on a variety of planning and zoning matters We work hand in hand with City Administration, Planning, Development and Community Improvement Department, and Legal Counsel to provide planning and zoning support.





Relevant Experience Continued

**City of High Springs Comprehensive Plan Update, High Springs, FL—** Co-project manager. Kimley-Horn is currently working with the City of High Springs to undertake a complete rewrite of the Comprehensive Plan.

**Northeast Florida Regional Council, Various Projects**— As the CEO of 33 years tenure for the Northeast Florida Regional Council in Jacksonville Florida, responsible for seven counties and their municipalities, managed the development of dozens of Comprehensive Plans and updaters, Land Development Regulations and the review of over 600 Comprehensive Plans and updates.





**27** Years of Experience

#### **SPECIAL QUALIFICATIONS**

- ➤ Has 27 years of experience in project management, industrial site certification, stakeholder engagement, land use planning and zoning, regulatory compliance, grant writing and administration, CDBG Consolidated Plans, and economic development
- Allison has experience with many other traditional and nontraditional funding programs such as Community Planning Technical Assistance Grants, FRDAP Grants, and Community Development Block Grants, and Water Management District REDI Grants.
- Allison and her team have assembled a database of nearly 400 grant and loan funding programs to readily identify funding sources for their clients

#### **PROFESSIONAL CREDENTIALS**

- Bachelor of Arts, Urban Studies, University of Toronto
- ➤ American Institute of Certified Planners #019583
- U.S. Department of Housing and Urban Development, CDBG -Part 58, Environmental Review Training Certificate
- Member: American Planning Association (APA)
- ➤ APA Florida Vice President of Professional Development (2018-present)

# **Allison Megrath, AICP**

Co-Project Manager

#### RELEVANT EXPERIENCE

**St. Johns River Water Management District Cost Share REDI Grant, Flagler Beach, FL** — Project manager who prepared a REDI grant for a flood control project for the City of Flagler Beach. City was awarded the full amount of the request of \$500,000.

**Land Development Regulations Update, Atlantic Beach, FL** — Assistant project manager and project planner currently updating the City's Land Development Regulations to make them consistent with recent changes to state statutes, address issues and concerns, improve functionality and ease of use, and provide a general overall modernization of the code. The project was divided into 3 phases:

- ➤ 1) An Audit of the Land Development Code, Comprehensive Plan and City Charter to identify issues, meeting with stakeholders, and coordinating a "walkabout tour" to observe issues in person. This resulted in a deliverable of an Issues Matrix;
- ➤ 2) An Assessment that identified generalized concept approaches to gauge public acceptability of proposed amendments, and the creation of recommendations in strikethrough/underline ordinance format; and
- ➤ 3) The Adoption of changes to the Land Development Regulations. This process included several workshops with the Citizens, Community Development Board, City Staff and City Commission during each phase throughout the project.

**Comprehensive Plan Update, Williston, FL** — Project manager and project planner who performed a statutory update to the City's Comprehensive Plan including a new Optional Economic Development Element. Project included statutory updates, addressed current conditions and public outreach. Currently in final public hearings for transmittal and adoption. Kimley-Horn continues to administer the Technical Assistance Grant awarded to the City for this work effort to ensure compliance with the terms of the grant contract. Project received the Vernon Deines Award for an Outstanding Comprehensive Plan (Small Jurisdiction) from the Small Town and Rural Planning Division of the American Planning Association.

**Economic Development Strategy, Williston, FL** — Project planner who prepared an Economic Development Strategy, with subconsultant Three Points Planning, LLC. Worked under the Competitive Florida Partnership Program with a grant from the Florida Department of Economic Opportunity, prepared an Economic Development Strategy to set a vision for the future of the City of Williston. Project included Community Kick Off, Community Conversations, Community Asset Inventory, Asset Mapping Exercise led by the State of Florida and resulted in an Economic Development Strategy. The Economic Development Strategy was used as the basis for the award-winning Economic Development Element created during the City's Comprehensive Plan Update. Kimley-Horn administered the Competitive Florida Partnership Grant to ensure compliance with the terms of the grant contract.

**Appalachian Regional Inland Port Master Plan, Murray County, GA** — Project manager for inland port master plan. Fourteen sites were considered, for which Kimley-Horn provided data collection, Economic Development recommendations, identifying opportunities and constraints, and developing a transportation analysis and a capacity analysis of required infrastructure. The team prepared graphic master plans of the two top sites to provide a visual of the final development. Included in the final document were recommendations for successful marketing and development of the sites identified.

**Comprehensive Plan Amendment and Rezoning, St. Marks, FL** — Project manager. Kimley-Horn prepared a Comprehensive Plan Amendment and Rezoning Application to change 9.7 acres within the City of St. Marks to Riverfront Redevelopment Area.





Relevant Experience Continued

**Unified Land Development Code Update, Alachua County, FL** — Co-project manager who updated the Unified Land Development Code (ULDC) for Alachua County. This project was undertaken to bring the ULDC into compliance with the County's recently updated Comprehensive Plan, remove internal inconsistencies, and make the document more user-friendly.

**Land Development Code Update, Flagler Beach, FL** — Planner who is currently updating the Land Development Code for the City of Flagler Beach. This year-long project was undertaken to bring the Land Development Code into compliance with the City's recently updated Comprehensive Plan. The effort is intended to provide a document that is user-friendly, easy to comprehend, up to date with Florida Statutes, and provides appropriate guidance for how development occurs in the City.

**General Planning On-Call, High Springs, FL** — Project manager currently serving as the City's planning department staff. Responsible for answering day-to-day inquiries of citizens and stakeholders seeking direction on a variety of planning and zoning matters. We are working as an extension of the City's staff due to limited human resources the City currently has. We work hand in hand with City Administration, Planning, Development and Community Improvement Department, and Legal Counsel to provide planning and zoning support.

**Economic Development Strategy, Indiantown, FL** — Project manager who worked with the newly incorporated Village of Indiantown to prepare an Economic Development Strategy known as "Invest in Indiantown." The Village was awarded a grant by the Florida Department of Economic Opportunity (DEO) under the Competitive Florida Partnership Program (FY 2018-19) to complete a review of existing economic development and planning documents, facilitate public participation efforts, assess the Village's inventory of its assets and develop an action-oriented economic development strategy to retain and expand existing businesses and find ways to attract complementary businesses and industries. All public outreach and engagement activities with citizens and stakeholders were held in English and in Spanish with a translator available at each meeting. This was done due to the majority of the community is Spanish-speaking. All printed materials were made available in both languages, as well. In addition to preparing the Economic Development Strategy, Kimley-Horn facilitated the overall process and administered the grant for the Village.

**Economic Development Strategy, Dunnellon, FL**—Project manager who worked with the City of Dunnellon to prepare an Economic Development Strategy. The City was awarded a grant by the Florida Department of Economic Opportunity (DEO) under the Competitive Florida Partnership Program (FY 2018-19) to complete a review of existing economic development and planning documents, facilitate public participation efforts to undertake outreach and engagement with residents, take a comprehensive inventory of its assets and draft an action-oriented economic development strategy. Based on our expertise, Kimley-Horn facilitated this process and developed an Economic Development Strategy with actionable items to help the City retain and attract new businesses and industries to create meaningful jobs in the community.





**27** Years of Experience

#### **SPECIAL QUALIFICATIONS**

- Has 28 years of planning experience in Florida, Kentucky, North Carolina, Georgia, Virginia, and Tennessee
- Extensive experience working with local government agencies, community redevelopment agencies, development and redevelopment projects, master planning and plan implementation
- Extensive knowledge of land and entitlements planning, comprehensive planning, development-related issues, public policy, budgeting, funding coordination, urban growth boundaries and management, urban/rural design, mobility projects; form-based codes
- Experienced in public meetings and presentations, including public involvement plans, and visioning

#### **PROFESSIONAL CREDENTIALS**

- Master of Arts, Geography and Urban Planning, East Tennessee State University
- Bachelor of Science,
   Psychology, East Tennessee
   State University
- ➤ American Institute of Certified Planners, #014572
- Member: American Planning Association (APA); Florida Planning and Zoning Association (FPZA); Board Member, Florida Redevelopment Association (FRA)

# **B. Kelley Klepper, AICP**

Land Use Planning

#### RELEVANT EXPERIENCE

**Venice Comprehensive Plan, Venice, FL—** Project manager. Kimley-Horn worked with the City of Venice to review and update the City's Comprehensive Plan (2017-2027). Kimley-Horn completed an extensive public outreach and community review, including stakeholder interviews, online survey, and a series of community workshops; land use and population analysis; market assessment; and a review of the current goals, objectives, and policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn completed the update of the GOPs in the form of vision, intent, and strategies along with the analysis required to develop the plan (population projections, level of service analysis, land use carrying capacity, housing analysis, etc.) with an emphasis on the City's neighborhoods (geographic areas). 2018 APA Florida Award. 2018 FPZA State Award Winner for Grassroots Initiative/Public Outreach.

City of Sebastian, Coastal Resiliency Plan and Comprehensive Plan Updates, Sebastian, FL— Project manager. Kimley-Horn was selected to prepare the City's Coastal Resiliency — Resilience Plan Development and corresponding Comprehensive Plan amendments to address state mandates regarding sea level rise (peril of flood) assessment. The Plan was developed using information and an in-depth analysis of sea level rise, rainfall and surge data, public infrastructure locations, land use, and societal exposures. The plan culminated in the vulnerability summary and an adaptation action plan. Following the Resiliency Plan, the Kimley-Horn team prepared comprehensive plan amendments to the Goals, Objectives and Policies (GOPs) and Data, Inventory and Analysis (DIA) for the Future Land Use, Public Facilities, and the Coastal and Conservation Elements of the City's Comprehensive Plan. These changes were important to better reflect the threats of flooding and sea level rise and the importance of resiliency measures while also improving the organization and flow of the Comprehensive Plan. The reorganization of the Conservation and Coastal Management Elements into one element was completed to address similar topics/ subjects in a more succinct manner and reduce redundancies in policies.

**City of Venice Land Development Code Update, Venice, FL**— Project manager. Kimley-Horn is currently partnering with the City of Venice to update their Land Development Code, having also worked with the City on its award-winning Comprehensive Plan. The City is developing a hybrid code in the portions of the City identified as Mixed Use by the Comprehensive Plan, and are being developed as a Mixed Use (district specific) Code with conventional code components for the remainder of the City. The team is also updating the City's land use tables, parking and signage codes, along with the processes and procedures governing development within the City.

City of Maitland Comprehensive Plan, Maitland, FL— Project manager who worked with the City of Maitland on the review and update of the City's Comprehensive Development Plan (CDP) based on the evaluation and appraisal report (EAR). Kimley-Horn completed the community review, preliminary land use and population analysis, transportation and mobility analysis, infrastructure (water, wastewater, stormwater, lakes, etc.), and a review of the current Goals, Objectives, and Policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn worked with the City to identify best practices in the field of Comprehensive Planning and developed a new approach to their land use designations and development. Kimley-Horn also worked with the City directly with the Florida Department of Economic Opportunity (DEO) as part of the state mandated review processes. The City adopted the CDP in 2019 and the Plan has since been recognized by the Florida Planning and Zoning Association (FPZA) for both a state planning award and also as session at their annual conference, and the Florida Chapter of the American Planning Association (FAPA) with a similar session at its annual conference. Kimley-Horn also updated the City GIS database with respect to the parcel based future land.

# **B.** Kelley Klepper,

Relevant Experience Continued

Item #18.

use map and related datasets. In 2019, project was awarded the Award for Outstanding Achievement in Innovation by the Florida Planning and Zoning Association and the Award of Merit by the American Planning Association in Florida.

**City of Tavares Comprehensive Plan Update – Tavares Taking Flight, Tavares, FL—** Project Mmnager. Kimley-Horn recently partnered with the City of Tavares to review and update the City's Comprehensive Plan. Kimley-Horn has undertaken a comprehensive public outreach and community review, including a series of community workshops, land use and population analysis, a review of the current goals, objectives, and policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies.

**Manatee County Airport Land Use and Zoning Code Update, Bradenton, FL**— Project manager. Kimley-Horn is currently assisting Manatee County to update and amend their Comprehensive Plan and corresponding (implementing) Zoning Code standards specific to airport zoning and land use controls specific to Florida Statutes, Chapter 333. Kimley-Horn is assisting County staff to prepare the necessary analysis, GIS Mapping, and plan and code language updating the County's development standards.

**Murdock Village Community Redevelopment Plan Update, Port Charlotte, FL**— Project manager. Kimley-Horn prepared an update to the CRA Redevelopment Plan including the preparation of a "Highest and Best Use" Analysis, updates to key strategies and initiatives and also developed an updated Gateway and Core Area Map. The Plan included an updated analysis of existing conditions including land use, environmental, utilities and transportation based on the development of a Preliminary Vision (including the development of Major Goals, Strategic Initiatives and Recommendations). The project also identified recommended amendments specific to the County's Comprehensive Plan/ Land Use Element.

**The Lakes District Visioning and Land Use Plan, Auburndale, FL**— Project manager. Kimley-Horn was selected to assist the city of Auburndale with the initial visioning and land use plan for The Lakes District. This approximate 4,000 acre area is identified as the City's next growth corridor and encompasses a variety of lands in various stages of development. Kimley-Horn led a series of community visioning and input sessions followed by an existing conditions analysis including land use, transportation/mobility, joint planning areas with Polk County, and a potential build out analysis. Kimley-Horn developed a visionary land use plan and series of short- and long-term development strategies including recommendations for possible comprehensive plan policy amendments.

**Village of Palmetto Bay Evaluation and Appraisal Report and EAR Based Comprehensive Plan Amendment, Village of Palmetto Bay, FL**— Project manager for the Village's initial Evaluation and Appraisal Report (EAR) to comply with Florida growth management statutes. As part of the EAR review process, our team performed a detailed consistency review of the comprehensive plan with current statutory requirements to ensure that the Village's Plan is up-to-date and addresses major land use planning issues, changing population and demographics, and land use conditions, including future land use map and text amendments. Review also involves suggestions for plan revisions to better address the plan's objectives, including updates to proposed projects and milestones. Kimley-Horn recently completed, and the Village adopted, the EAR Based Comprehensive Plan Amendments consistent with the finding of the EAR.

Village of Palmetto Bay Franjo Activity Center, Palmetto Bay, FL— Project manager. The Village of Palmetto Bay selected Kimley-Horn to develop a comprehensive approach to land use in order to identify the tools needed to facilitate a prosperous downtown. In order to differentiate ourselves from the City's previous unsuccessful plan, we designed a more comprehensive analysis by utilizing tools such as TDRs, flexibility, density bonuses, green building construction, and incentives for open space as part of the Franjo Activity Center Comprehensive Plan Amendment and supporting analysis. As a result, Palmetto Bay is in the process of creating a "downtown" encompassing a mix of land uses within a compact, walkable setting including civic/governmental functions, residential, commercial, office and parks. The Village has now developed the Downtown Urban Village zoning district, a \$10,000,000 infrastructure project, an unsolicited bid to build a multimodal parking facility with commercial leasable space, and the submission of multiple private mixed-use development applications. The new downtown met the need of an economic and cultural heart of their Village complete with landscaping, off-street parking, and bicycle lanes. Florida Planning and Zoning Association Award in the "Outstanding Study/Plan" category for 2016.

Manatee County Parks, Recreation, and Open Spaces Master Plan, Bradenton, FL— Project manager working with Manatee County staff to prepare an update to the County's Parks and Recreation Master Plan. Kimley-Horn is leading the team that is reviewing the County's current master plans, growth and demographic projections, capital improvements plan(s), as well as operations and maintenance programs. Our team prepared a robust community outreach and public involvement plan that included community-wide and neighborhood workshops, but also prepared an online survey for residents input.





**15** Years of Experience

#### **SPECIAL QUALIFICATIONS**

- ➤ Has 15 years of experience as a community planner, with a specialty focus in GIS, GPS mapping and data collection, data configuration, and database development for asset management
- ➤ Project manager for GIS
  Enterprise/Portal and ArcGIS
  Online administration,
  development and
  implementation of web and
  mobile GIS based interactive
  applications, including Collector,
  Survey123, Story Maps and
  interactive public engagement
  applications and Dashboards.
- Manage the development and implementation of customized applications and Esri solutions, as well as integration of thirdpart applications.
- Experience in long-range multimodal transportation and community planning and environmental reviews, including socioeconomic assessments, market feasibility assessments, site selection and Title VI evaluations

#### **PROFESSIONAL CREDENTIALS**

- Bachelor of Science, Urban and Regional Planning, Florida Atlantic University
- ➤ GIS Professional (GISP), #66559

# **Erin Emmons, GISP**

Lead- GIS/Public Engagement

#### RELEVANT EXPERIENCE

City of Crystal River Department of Economic Opportunity Community Planning Technical Assistance Grant, Crystal River, FL— Provided technical data review. The City of Crystal River requested a grant for a proposed project to collect, review, and develop essential baseline geographic data to be utilized to guide master planning and economic development activities through the use of geographic information systems (GIS). The proposed project includes the development of a citywide GIS database and development of an online interactive Story Map series that will be utilized by the public to enhance community awareness, engagement, and decision making. Kimley-Horn worked with the City to create a submittal that explains how the process will work from start to finish while providing unique benefits. City of Crystal River Department of Economic Opportunity Community Planning Technical Assistance Grant, - GIS Program Development, Crystal River, FL — Project Manager. The City of Crystal River was awarded a grant from the State of Florida to collect, review, and develop essential baseline geographic data to be utilized to guide master planning and economic development activities through the use of geographic information systems (GIS). Kimley-Horn assisted the City in the development and establishment of their first GIS program. The project included the development of a citywide GIS database and development of an online interactive StoryMap series that is utilized by the public to enhance community awareness, engagement, and decision making. Kimley-Horn facilitated coordination between Esri and the City in the purchasing of the Esri software and provided staff training so that future work could eb performed by City staff.

**Largo Mall Special Area Plan, Largo, FL—** Project analyst. Kimley-Horn was retained by the City of Largo to develop a special area plan (SAP) to guide the development and redevelopment of the Largo Mall Activity Center. Our services included an analysis of existing and proposed land use, redevelopment strategies (land use, parking, multimodal elements), transportation/mobility, infrastructure, and economic development strategies. Kimley-Horn also assisted the City to amend both the City and Pinellas County master plans so they are consistent with the SAP.

**Village of Palmetto Bay Franjo Activity Center, Palmetto Bay, FL**— Project analyst. Led project team supporting Village staff in the development of the Village's Comprehensive Plan, specific to the targeted Franjo redevelopment area, a key central focal point of the Village. The Kimley-Horn team prepared the Comprehensive Plan Amendment and the supporting land use analysis including residential and non-residential carrying capacity based on the Village's future land use and zoning standards, utility/infrastructure analysis (water, wastewater, stormwater, parks), and the prepared the proposed build-out analysis based on the Village's economic and market study projections.

Clearwater-Largo Road CRA Finding of Necessity, Largo, FL— Project planner on the Kimley-Horn team selected by the City of Largo to perform an evaluation of the Clearwater-Largo Road Community Redevelopment District (CLR-CRD) including expansion of the CLR-CRD. The analysis intended to serve as a basis of expanding the CRA consistent with Chapter 163, Part III, Florida Statutes and Pinellas County. Our services included project initiation and project management; historical context, base data collection, and mapping; and CRA boundary district assessment and finding of necessity/blight study (FON). The Kimley-Horn team produced a written memorandum summarizing key findings, conclusions, and recommendations under these tasks, as well as incorporated graphic materials from the consultant team in a format suitable for presentation to the community and interested third parties.

**Zephyrhills CRA Master Plan Update, Zephyrhills, FL—** Project analyst. Kimley-Horn prepared a master plan update for the CRA in downtown Zephyrhills. The impetus for this





Relevant Experience Continued

project was the City's desire to leverage the downtown and historic district's assets to create a vital downtown environment for its residents and businesses, in addition to attracting more of the Tampa Bay area's population to visit. Tasks included the analysis and conceptual planning for catalyst sites, expansion of the CRA boundaries to include identified areas/gateways of the City, economic analysis, visioning and stakeholder meetings, and capital improvements planning. Kimley-Horn completed the initial master plan update in 2012 and completed the master plan update in 2015 to expand the boundaries of the CRA to include additional transitional and residential supporting uses of the core CRA and downtown and to redefine the CRA's capital improvements and program components.

Langdale Site, Comprehensive Plan Amendments, Rezoning, and Development of Regional Impact, Valdosta, GA—GIS specialist. Kimley-Horn led the effort to allow for the rezoning of approximately 600 acres for mining use in the City of Valdosta. This complex application was successfully completed and included strategic interaction with neighboring communities which led to unanimous approvals from the City of Valdosta and Lowndes County. Kimley-Horn prepared the supporting data and analysis, as well as a set of visualization tools that allowed the elected officials and the public to see before and after views of the proposed site. This application also included traffic, environmental, and landscaping support materials, which allowed for the subsequent approval of a mining permit for the entire site.

**Largo Multimodal Plan, Largo, FL**— Project analyst. The City of Largo's Multimodal Plan addressed implementation initiatives outlined in the City's Strategic Plan. Kimley-Horn created the plan that developed recommendations that encourage pedestrians, bicyclists, and recreational uses, in addition to supporting automobile and transit use within specific multimodal corridors. The plan outlines a 25-year work program designed to guide funding and scheduling of multimodal improvements along the designated multimodal network of streets and trails. The plan identifies both near- and long-term planning horizons for projects and funding, requiring collaboration and partnerships with multiple stakeholders and agencies, including the Pinellas County Metropolitan Planning Organization, Pinellas County Public Works, Pinellas County Department of Health, and the Florida Department of Transportation.

**Venice Downtown Mobility Study, Venice, FL—** Assistant project manager for the Kimley-Horn team selected to develop the Downtown Mobility Plan focused on improving mobility on transportation corridors in and around the Venice downtown area. The study includes the assessment of existing parking conditions, the design and placement of wayfinding signage to direct residents and visitors to points of interest within Venice, as well as recommended improvements to address walking, biking, and transit use. The results will help to identify the city's needs associated with all modes of transportation to accommodate pedestrians, bicycles, transit, and automobiles.

**On-Call Geospatial/GIS General Services and Support – Multiple Locations**— Project manager. Kimley-Horn has been contracted by multiple local municipalities and counties to assist in the development, organization and hosting of geospatial information for their organizations as on-call and in-house support. Erin has led the contracts associated with the local GIS support assisting clients with a range of services resulting in advanced analytical analysis, cost savings solutions, development of staff training materials and training presentations, as well as presentations to governing and community boards. Kimley-Horn is currently under contract with the following local agencies for GIS on-call support.

- ➤ Village of Pinecrest On-Call GIS Services and Data Hosting Village of Pinecrest, FL
- Okeechobee County On-call General Planning and GIS On-call Support, Okeechobee County, FL
- > Village of Indiantown GIS Database and Story Map Development Village of Indiantown, FL

**Districtwide Modal Development Consultant, Multimodal Scoping Checklist (MMSC) TWO#3, FDOT District Four**—
Project manager. Project includes support to the OMD Department in the development, update, and distribution of Multimodal Scoping Checklist (MMSC) to over 100 local agencies, for project specific feedback for all FDOT proposed projects. Updates to the process included replacing the development and distribution of individual project map series illustrating known infrastructure, land use, and safety features around the project corridor shared in a PDF format, to an online interactive mapping platform supported by Esri based applications used by FDOT. The interactive map incorporated the use of Esri Survey123 for ArcGIS to allow stakeholders the ability to review more data than previously presented in the original map series and submit their feedback electronically. Project also included training for FDOT staff and local stakeholders. All project related feedback was reviewed and summarized into project specific action items to be communicated to the FDOT Design project manager's for consideration for inclusion into the project scope.





**16** Years of Experience

#### **SPECIAL QUALIFICATIONS**

- Transportation engineer with 16 years of experience
- Specific expertise in complete streets, corridor and arterial investment studies, signal system retiming, signal design, transit facility analysis, growth management planning, evaluation of non-typical intersection configurations, and roundabout analyses

#### PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Michigan State University
- ➤ Professional Engineer in Florida, #70009
- ➤ Member: Institute of Transportation Engineers (ITE)

# Michael Woodward, P.E.

Lead - Transportation/Complete Streets

#### RELEVANT EXPERIENCE

**Celebration Avenue Complete Streets** — Project manager. Kimley-Horn partnered with local stakeholders and County staff to develop recommendations for Celebration Avenue from Waterside Drive to US 192. Kimley-Horn developed a white paper comparing TND and new urbanism standards from FDOT and from Florida's Greenbook. Recommendations were provided via concept plan sheets with an engineer's opinion of probable construction cost. Recommendations included restriping to add bike lanes, tabled intersections, removal of turn lanes, additional on-street parking, and granite cobbles.

**Downtown Kissimmee Corridor Study, Kissimmee, FL—** Project manager for transportation planning and preliminary engineering services for improvements to Downtown Kissimmee along Emmett Street, Broadway, Main Street, and surrounding facilities, from John Young Parkway to Vine Street. This corridor study is unique due to the modifications in the scope of services that were implemented in order to expand the Public Involvement process beyond what has become typical and traditional. The corridor and study area had previously experienced a lack of turnout from citizens and business owners during typical public meetings. Knowing the need to involve these stakeholders, the City and the Kimley-Horn team embarked on a much more intense and creative outreach campaign. Our context-sensitive approach has included (or will include) the following elements: stakeholder and public involvement, branding, planning (identification of corridor needs), purpose and needs identification, engineering (analysis and conceptual plans preparation), and documentation. The goal for "Connect Kissimmee" is to improve mobility and accessibility to downtown Kissimmee by identifying enhancements to the multimodal transportation system in the vicinity. This includes providing better and safer pedestrian connectivity between downtown, the future SunRail station, the Downtown Circulator, Lakefront Park, and several other surrounding uses and amenities.

Winter Park Continuing Transportation Planning, Winter Park, FL— Project engineer / project manager. Kimley-Horn has provided a variety of transportation planning and transportation engineering services to the City of Winter Park, including updates to the City's Transportation Element, development of a Mobility Plan, and a corridor study for Orange Avenue. The Orange Avenue Corridor Study included public involvement, an assessment of existing conditions, development of best practices, evaluation and recommendations of specific concepts in support of the Orange Avenue Overlay District. Improvement recommendations include a lane reduction, pedestrian improvements, turn lane modifications, and roundabouts at two key locations. An operational assessment is underway for 16 intersections in Winter Park, along and adjacent to Orlando Avenue (US 17/92). The intention of the project is to identify operational improvements to maximize the efficiency of the existing transportation system in concert with pedestrian improvements to be implemented by FDOT.

SR A1A Multimodal Improvement Corridor Planning and Engineering Analysis, FDOT **District Five, Brevard County—** Project engineer and project manager for the Kimley-Horn team that was selected to provide transportation planning and preliminary engineering services for improvements to the SR A1A corridor from SR 404 (Pineda Causeway) to SR 528 in Brevard County. Our context-sensitive approach to this study included the following elements: stakeholder and public involvement, planning (identification of corridor needs), engineering (analysis and conceptual plans preparation), and documentation (project development summary report and study recommendations). Analysis of long-term conditions included the development of design traffic volumes. The local vision for the SR A1A corridor is to provide an aesthetically-pleasing multimodal route that is consistent with the surrounding context to serve visitors, residents, merchants, and commuters, while supporting the economic prosperity of the communities in which it is located. Improvements included sidewalks (5-feet-wide or 8-feetwide depending on location), median applications and traffic separators, analysis of mid-block crosswalks, analysis of transit routes, potential upgrades, and facilities, wayfinding for multiple communities, underground utilities, conceptual landscaping improvements, and technology applications. Public involvement included multiple presentations to a large stakeholder group



Relevant Experience Continued

public meetings and workshops, presentations to individual groups such as homeowners associations, and maintaining a project website. The majority of the recommended improvements were analyzed for feasibility and most are ready for design with no need to acquire right-of-way. Projects are currently ranked as TPO priorities and supported by the community, cities, and TPO.

**Lane Reduction Study 4th Avenue North, St. Petersburg, FL** — Project manager. Kimley-Horn was retained by the City of St. Petersburg to provide transportation services associated with a Lane Reduction Analysis in downtown St Petersburg on 4th Avenue North (a one-way eastbound road). The team developed a report to document the existing conditions, proposed modifications, public involvement, crash analysis, future volumes, and analysis of future conditions with and without the lane reduction. Our team recommended the proposed lane reduction be implemented and helped build community support through outreach and workshops.

**Altamonte Springs Bicycle and Pedestrian Master Plan, Altamonte Springs, FL** — Project manager and project engineer. Kimley-Horn developed a bicycle and pedestrian master plan for the City of Altamonte Springs. The master plan defined bicycle routes that connected activity centers and transportation hubs such as SunRail and Uptown Altamonte. Sidewalk gaps were identified and evaluated to determine the appropriate improvements concept and next step. Corridors were evaluated to determine appropriate bicycle facility enhancements. Planning level cost estimates were developed to help the City plan for multi-modal improvements. The final deliverable included documentation of improvement recommendations that are prioritized for implementation.

**SR 518 Corridor Planning Study (Eau Gallie Beachside), FDOT District Five, Melbourne** — Project manager to provide transportation planning and preliminary engineering services for improvements to the SR 518 (Eau Gallie Boulevard) corridor in Melbourne and Indian Harbour Beach in Brevard County. Our context-sensitive approach to this study includes the following elements: stakeholder and public involvement, planning (identification of corridor needs), initial concept development, and documentation. Analysis of long-term conditions included the development of design traffic volumes. Public involvement included multiple presentations to stakeholder groups, public meetings and workshops, and maintaining a project website. The study made recommendations of projects to be developed further by FDOT, both Cities, and Brevard County. Improvements included sidewalks, bike lanes, median applications and traffic separators, turn lane modifications, pedestrian crosswalks, bridge modifications, analysis of mid-block crosswalks, analysis of transit facilities, and conceptual landscaping improvements.

**US 17/92 Corridor Study, FDOT District Five, Sanford** — Project engineer for the Kimley-Horn team to provide transportation planning and preliminary engineering services for improvements to the US 17/92 corridor from Lake Mary Boulevard to SR 46 (First Street) in Seminole County. Our context-sensitive approach to this study included the following elements: stakeholder and public involvement, planning (identification of corridor needs), concept development, and documentation. Public involvement included multiple presentations to stakeholder groups, public meetings and workshops, and maintaining a project website. The study recommended projects to be developed further by FDOT, the City of Sanford, and Seminole County.

**Port Orange General Services, Port Orange, FL—** Project engineer. Kimley-Horn has served the City of Port Orange on a variety of engineering and planning services for the past seven years. We have served as an extension of their staff by providing prompt turnaround, sensitivity to local issues, familiarity with in-house procedures, and creativity in solving unique problems. Our services have included roadway paving improvements, drainage improvements, utility design, culvert replacement, bridge and structural design, roadway and intersection design, and signalization analysis/design. We have also provided many transportation-related services, including the preparation and evaluation of traffic impact studies/concurrency studies, evaluation of traffic calming solutions, development of traffic impact study guidelines, assistance with the development and implementation of a fair-share mitigation system, comprehensive plan evaluation (including assistance with the Evaluation and Appraisal Report (EAR)), roadway/intersection operational analyses, and the development of a Transportation Concurrency Exception Area (TCEA).

**Continuing Traffic Engineering Consultant Services, Osceola County, FL**— Project engineer. Kimley-Horn is providing a variety of traffic engineering services to the County under this continuing contract. Assistance has included signal warrant analyses, traffic signal design, complete streets analyses, sub-area studies, TIA reviews, and miscellaneous support.

Kissimmee Continuing Services Contract for Professional Planning Consulting, Kissimmee, FL— Project manager. Kimley-Horn provides engineering services for the City of Kissimmee on an ongoing basis. Services have included water and wastewater studies, planning, transportation/traffic operations, corridor planning, design, permitting, and construction phase services. Task orders include: Bicycle and Pedestrian Master/Implementation Plan, Shingle Creek Pedestrian Bridge 3-D Renderings, On-Call DRI Review, Comprehensive Plan Update- Regional Water Supply Plan, Impact of Complete Streets on Property Values, Neptune Road Railroad Crossing Traffic Operation Evaluation, On-Call Planning Review, and Clay Street Safety Assessment and Trail Feasibility Analysis.





#### **5** Years of Experience

#### **SPECIAL QUALIFICATIONS**

- More than five years experience in streetscapes and pedestrian connectivity.
- Experience with hardscapes and public facilities

#### **PROFESSIONAL CREDENTIALS**

- ➤ Bachelor of Science, Horticulture, University of Florida, 2007
- ➤ Minor, Landscape Architecture, University of Florida, 2007
- Minor, Agribusiness Sales & Management, University of Florida, 2007
- Professional Landscape Architect in Florida # LA6667196

# **Brett Kuzoian, PLA**

Lead- Landscape Architecture/Community Design

#### RELEVANT EXPERIENCE

**Historic Downtown Complete Streets Conversion, St. Augustine, FL**— Landscape architect. Historically sensitive design effort converting several downtown roads, which date back to the original town plan established by the Spanish in the 16th century, into a pedestrian and bicycle friendly network providing safe and efficient means of travel throughout the downtown historic district.

**Historic MLK Avenue Streetscape Renovation, St. Augustine, FL**— Landscape architect. Conceptualization and Schematic Design of this critically important spine road running through the center of the historic Lincolnville neighborhood. Improvements included a conversion from two-way to one-way vehicular traffic allowing the inclusion of a two-way protected bike lane as well as increased pedestrian sidewalk widths with integrated landscape areas and the establishment of a street tree program per local resident feedback from an early public outreach effort.

**Palmetto Avenue Complete Streets Conversion, Daytona Beach, FL**— Landscape architect. Conceptualization and Schematic Design converting an entirely vehicular 80' right-of-way into a robust, multi-modal urban connector inclusive of widened pedestrian sidewalks, protected bike lanes and increased landscape areas for a true urban streetscape environment.

**Streetscape Survey & Analysis, St. Augustine, FL** — Landscape architect. A "boots on the ground", street-by-street visual survey of the existing pedestrian circulation system including a detailed accounting of sidewalk location, width, condition and material composition paired with additional streetscape inventory of curbing, crosswalks, lighting and tree canopy. This information would be critical to subsequent multi-modal improvement efforts within the historic Lincolnville neighborhood.

**Pedestrian Connectivity Study, St. Augustine, FL**— Landscape architect. Utilizing information gathered under a previous in-depth survey effort, this Pedestrian Connectivity Study provided schematic design for a dozen residential roads within the historic Lincolnville neighborhood. More specifically, this design effort included recommendations for converting two-way streets to one-way streets, the addition or removal of on-street parking, where sidewalks and crosswalks are needed and where dedicated, and in some cases, protected bike lanes would be a highly valuable neighborhood addition.

#### **EXPERIENCE PRIOR TO JOINING KIMLEY-HORN:**

**Walt Disney World's Magic Kingdom, Guest Experience Improvements, Lake Buena Vista, FL**— Landscape architect. Hardscape and landscape improvements associated with the visitors entrance to the park through various modes of transportation.

**Walt Disney World's Polynesian Resort, Guest Experience Improvements, Lake Buena Vista, FL**— Landscape architect. Hardscape and landscape improvements associated with the visitors entrance to the park through various modes of transportation.

**Daytona Rising @ Daytona International Speedway, Grandstand Redevelopment, Daytona Beach, FL—** Landscape architectural services for the \$400 million state-of-the-art redevelopment and upgrade of America's most iconic race venue. In-depth pedestrian and multi-modal circulation studies were performed to maximize user experience and safety.

**City-Wide Public Park & Facilities Improvement Projects, Daytona Beach, FL—**Landscape architectural services for the City of Daytona Beach's effort to improve City Hall





Relevant Experience Continued

and a dozen existing public parks through better site design, improved access for all, increased safety and a more impactful visual appearance.

**Flagler College Residence Hall, St. Augustine, FL** — Landscape Aachitectural services for the expansion of Flagler College's Student Housing program which included private courtyards, an outdoor recreation amenities and special attention to pedestrian and bicyclist facilities and circulation patterns.

**Andy Romano Beachfront Park, Ormond Beach, FL** — Landscape architect. Planning and design of a \$10 million-dollar, 4-acre beachfront park which, upon completion, became considered the "crown jewel" of coastal parks in Volusia County. Park included cutting edge stormwater design, custom shade pavilions, a large interactive splash pad and 100% native landscaping.

**Spring Park Pool Renovation, Green Cove Springs, FL** — Landscape architect. Professional design services for a multi-million dollar renovation of the Historic Spring Park Pool in downtown Green Cove Springs which dates back to the booming Henry Flagler era of the late 19th century. The design focused on the existing spring head which fed the public pool with fresh spring water before discharging over a custom-designed limestone waterfall into a small ravine and out into the St. Johns River. Custom hardscape elements were also designed and fabricated to match historic images of the 19th century pool.

**Bay Drive Park, Flagler County, FL** — Landscape architect. Planning and design services for a 15-acre beachfront park which included a multi-use trail, custom beach access boardwalk, educational signage, custom observation tower and 100% native landscaping.

**Edwards Park Splash Pad, Starke, FL** — Landscape architectural services for the design and development of a grant funded custom interactive water feature, small activity lawn, covered picnic tables, restroom facility and site lighting.

**Bethune Point Park Master Plan, Daytona Beach, FL** — Planning and landscape architectural services for the update and refurbishment of an existing waterfront park. Design of sports facilities, waterborne activities and dedicated pedestrian/bicyclist connections were all dominant features of the master plan.

**Derbyshire Park Master Plan, Daytona Beach, FL**—Planning and Landscape Architectural services for the City of Daytona Beach's effort to revitalize one of their largest and most popular sports complexes. Programming included an NCAA regulation track, Pop Warner football field and pedestrian and bicyclist access/circulation improvements throughout the park.





**16** Years of Experience

#### **SPECIAL OUALIFICATIONS**

- Specializes in real estate, economic development, fiscal impact, and land use analysis
- Has managed numerous comprehensive and small area planning projects for local governments
- Conducts market studies for proposed residential, retail, mixed-use, and office developments
- Provides clients with detailed GIS mapping that gives insight into demographic and development trends

#### **PROFESSIONAL CREDENTIALS**

- Master of Arts, Community and Regional Planning, University of Rhode Island
- Bachelor of Arts, Environmental Studies and Political Science, Alfred University
- ➤ American Institute of Certified Planners #164330
- Member: American Institute of Certified Planners (AICP); American Planning Association (APA); Commercial Real Estate Women, Strategic Committee Member, Past President;
- Urban Land Institute, Carolina Trends Regional Committee

# Jessica Rossi, AICP

Lead- Economics/Market Analysis

#### RELEVANT EXPERIENCE

**Venice Comprehensive Plan, Venice, FL**—Project planner. Kimley-Horn worked with the City of Venice to review and update the City's Comprehensive Plan (2017-2027). Kimley-Horn completed an extensive public outreach and community review, including stakeholder interviews, online survey, and a series of community workshops; land use and population analysis; market assessment; and a review of the current goals, objectives, and policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn completed the update of the GOPs in the form of vision, intent, and strategies along with the analysis required to develop the plan (population projections, level of service analysis, land use carrying capacity, housing analysis, etc.) with an emphasis on the City's Neighborhoods (geographic areas).

#### Downtown Lakeland Community Redevelopment Area Vision Plan, Lakeland, FL

— Market and economic analyst. Kimley-Horn prepared a vision plan for a 14-acre, City-owned property on the north side of downtown Lakeland. The project included an in-depth analysis of existing site conditions and real estate market forecasts, as well as stakeholder and community engagement. The project culminated with a vision for the site, based on market demand projections, public infrastructure, and community feedback. Real estate market and economic development strategies influenced the land use alternatives developed for the property. Target tenants were identified, and phasing for the property was suggested based on existing demand, site readiness, anticipated public investments, and future completion. Ultimately, a vision book was created and is being used by the City of Lakeland to market the site to potential developers.)

**North Lake Mirror CRA Redevelopment Master Plan, Lakeland, FL**—Market and economic analyst. Kimley-Horn worked on a vision plan for a 14-acre, City-owned property on the north side of downtown Lakeland. The project included an in-depth analysis of existing conditions and real estate market forecast, as well as stakeholder and community engagement. When complete in early-2016, the project will culminate with a vision for the project, based on market demand projections, public infrastructure, and community feedback. A vision book was created and is used by the City of Lakeland to market the site to potential developers.

**Tri-City Special Area Plan (SAP), City of Largo, FL**—Project planner for preparation of a Special Area Plan (SAP) for the 600-acre US 19 and Roosevelt Blvd/East Bay Drive area in Largo. The City would like to incentivize catalytic change in the area to update an outdated suburban development model and create an economically viable urban destination. It will support Forward Pinellas Vision for US 19 and serve as a local implementation tool for this subarea of the Gateway/Mid-County Master Plan. When complete, the SAP will include details about existing conditions; establishment of the preliminary plan boundary; economic analyses and land use; transportation and mobility recommendations; plan vision and development strategies; and an implementation plan.

**Union Central District Plan (34th Street and Central Avenue Town Center Plan), St. Petersburg, FL**—Market and Economic Planner. Kimley-Horn was selected by the City to develop a 34th Street and Central Town Center plan. The overall purpose of the study was to explore ways to help to revitalize and encourage high quality investment in the area. Recommendations were developed to enhance the identity of an area, as well as to make it more walkable with expanded transportation options that can be supported by adjacent land uses. The plan provided general recommendations that addressed land use/zoning/urban design, transportation, streetscape, economic development, and marketing/branding including a set of corresponding implementation strategies. The planning effort included robust public engagement with six neighborhoods and several other districts in the vicinity.



Relevant Experience Continued

**Zephyrhills CRA Master Plan Update, Zephyrhills, FL**—Project planner. Kimley-Horn prepared a market and economic analysis for the Downtown Zephyrhills Community Redevelopment Area. As part of the analysis an overview of existing economic, real estate, and demographic conditions were prepared. Interviews were conducted with community leaders, area businesses, property owners, and local non-profit organizations to identify development opportunities and potential civic anchor uses. Kimley-Horn analyzed market trends for residential, retail, and office uses, and forecasts were prepared for the supportable amount of development that could be captured by Downtown Zephyrhills. Specific catalyst site recommendations were provided, and funding sources, incentives, and other implementation measures were identified and described to accelerate private investment.

**Downtown Palm Harbor Retail Market Analysis, Palm Harbor, FL** — Project Manager. Kimley-Horn contracted with Pinellas County in 2017 to prepare a retail market analysis focusing on the downtown area of unincorporated Palm Harbor. The retail market analysis highlighted existing inventory, identified the unique attributes of the area that could be attractive to retailers, and explored future demand potential. Ultimately, the market analysis identified potential supply gaps for the area and forecasted expenditure potential and supportable square footage based on household and income growth.

Largo Mall Special Area Plan, Largo, FL — Market and economic analyst. Kimley-Horn was retained by the City of Largo to develop a special area plan (SAP) to guide the development and redevelopment of the Largo Mall Activity Center. Our services included an analysis of existing and proposed land use, redevelopment strategies (land use, parking, multimodal elements), transportation/mobility, infrastructure, real estate, and economic development strategies. The real estate and economic development components included an in-depth analysis of demographic, job, and wage trends, as well as real estate market performance for residential and commercial uses. Our team ultimately used the results to inform the creation of land use elements in the special area plan, resulting in a future vision for the Largo Mall area that fully considers the real estate market realities of Pinellas County. Following completion of the special area plan, Kimley-Horn also assisted the City to amend both the City and Pinellas County master plans so they are consistent with the SAP.

**Murdock Village Community Redevelopment Plan Update, Port Charlotte, FL**—Market Analysis and Economic Development Lead. Kimley-Horn prepared an update to the CRA Redevelopment Plan including the preparation of a "Highest and Best Use" Analysis, updates to key strategies and initiatives and also developed an updated Gateway and Core Area Map. The Plan included an updated analysis of existing conditions including land use, environmental, utilities and transportation based on the development of a Preliminary Vision (including the development of Major Goals, Strategic Initiatives and Recommendations). The project also identified recommended amendments specific to the County's Comprehensive Plan/ Land Use Element.

Wauchula CRA Master Redevelopment Plan Update, Wauchula, FL — Kimley-Horn led the City's first comprehensive update to the Wauchula CRA Master Plan in 2010. The Plan examined the CRA boundary appropriateness, identifying catalyst site and programs to renew economic and community interest in the Wauchula downtown and surrounding business areas. The plan provided recommendations regarding the City's Land Development Code components and consistency with other regulations. The Kimley-Horn team was charged with leading stakeholder engagement and facilitating community leadership dialogue on desired and feasible directions for renewal for the core community assets. In addition to infrastructure assessments, we collaborated with City CRA and Planning staff to identify changes to the City's comprehensive plan and land development regulations to replace regulatory barriers to redevelopment with incentives to encourage mixed uses.

Kimley-Horn updated the Plan in 2019 focusing in on changes in the CRA since the last update, identifying new catalyst sites including the CRA's Capital Improvements Plan, extending the timeframes for the CRA and developing a Parks & Recreation Master Plan that looked at the City/CRAs core parks by providing concepts for park enhancements. As part of the 2019 update, Kimley-Horn prepared a market assessment to provide insight into local demographic, economic, and real estate patterns that could impact future growth and development for the CRA. The market assessment culminated in a summary of Wauchula's strengths, weaknesses, opportunities and threats (SWOT), which informed the selection of the new catalyst sites.





7 Years of Experience

#### **SPECIAL QUALIFICATIONS**

- More than seven years experience with document preparation and technical assistance
- Skilled at coordinating public engagement events
- Former assistant for Williston Planning and Zoning Department
- Supports Planning and Grant professionals

# **Alyssa Monaghan**

Land Use /Public Engagement

#### RELEVANT EXPERIENCE

**Atlantic Beach Land Development Regulations Update, Atlantic Beach, FL—**Assisting with the City's Land Development Regulations to make them consistent with recent changes to state statutes, address issues and concerns, improve functionality and ease of use, and provide a general overall modernization of the code.

City of Archer Department of Economic Opportunity Community Planning Technical Assistance Grant, Archer, FL— QC/QA Reviewer. Given that their last Evaluation and Appraisal Report (EAR) was performed in 2010, and their Comprehensive Plan was originally adopted in 1991, the City of Archer requested a grant to conduct visioning sessions and foster community engagement through the EAR process and subsequent update of their Comprehensive Plan. Kimley-Horn is working on the Community Visioning effort alongside the North Central Florida Regional Planning Council who are preparing the EAR. This mutually benefitted overlap will provide good input and result in a great partner based on good faith.

City of Crystal River Department of Economic Opportunity Community Planning Technical Assistance Grant, Crystal River, FL— QC/QA Reviewer. The City of Crystal River requested a grant for a proposed project to collect, review, and develop essential baseline geographic data to be utilized to guide master planning and economic development activities through the use of geographic information systems (GIS). The proposed project includes the development of a citywide GIS database and development of an online interactive Story Map series that will be utilized by the public to enhance community awareness, engagement, and decision making. Kimley-Horn worked with the City to create a submittal that explains how the process will work from start to finish while providing unique benefits.

**City of High Springs General Planning On-Call Services, High Springs, FL—** Team Member. Currently serving as the City's planning department staff. Responsible for answering day-to-day inquiries of citizens and stakeholders seeking direction on a variety of planning and zoning matters. We are working as an extension of the City's staff due to limited human resources the City currently has. We work hand in hand with City Administration, Planning, Development and Community Improvement Department, and Legal Counsel to provide planning and zoning support.

**City of Hollywood Community Planning Technical Assistance Grant, Hollywood, FL**— QC/QA Reviewer. The City of Hollywood requested a grant to assist in the preparation of an Asset Management Plan for water utilities. The plan for the City's utility system would help reduce the risks related to water supply, wastewater treatment, and stormwater infrastructure.

City of Longwood Department of Economic Opportunity Community Planning Technical Assistance Grant, Longwood, FL— QC/QA Reviewer. The City of Longwood requested a grant to assist with the development of an Evaluation and Implementation Plan as part of their American with Disabilities Act (ADA) Self-Evaluation and Transition Plan. Kimley-Horn Fort Worth office staff reached out to Allison on a grant submittal that would provide all people with disabilities to have the access to programs, services, and activities (PSAs) offered to the public. Our team, across various offices, worked to pull concrete facts and statistics of the City to provide a clear snapshot of how not addressing these things will have a significant impact on the City's residents. They developed a plan that outlines various reports that will be needed for each facility type, a draft transition plan update, and a final transition plan update.





Relevant Experience Continued

**Pinellas County Department of Economic Opportunity Community Planning Technical Assistance Grant, Clearwater, FL**— QC/QA Reviewer. Kimley-Horn prepared a Community Planning Technical Assistance Grant for Pinellas County. The County requested a grant for the development of a Community Action Plan for transportation safety improvements for the Pinellas County Highpoint Community. This community is severely disadvantaged and has become a key focus where County leadership is striving to make a difference. The community lacks basic neighborhood transportation and has poor infrastructure that negatively effects pedestrians by an elementary school, R'Club Childcare, and local churches. The grant request highlighted potential improvements and an action plan with a broken-down budget to start implementing a safety plan for the surrounding area.

Williston Comprehensive Plan Update/Economic Development Strategy (2018), Williston, FL— Team member assisted with a statutory update to the City's Comprehensive Plan including a new Optional Economic Development Element. Project included statutory updates, addressed current conditions and public outreach. Currently in final public hearings for transmittal and adoption. Kimley-Horn continues to administer the Technical Assistance Grant awarded to the City for this work effort to ensure compliance with the terms of the grant contract. Project received the Vernon Deines Award for an Outstanding Comprehensive Plan (Small Jurisdiction) from the Small Town and Rural Planning Division of the American Planning Association.

**Unified Land Development Code Update, Alachua County, FL** — Assisting with the current update to the Unified Land Development Code (ULDC) for Alachua County. This project was undertaken to bring the ULDC into compliance with the County's recently updated Comprehensive Plan, remove internal inconsistencies, and make the document more user friendly.

**Land Development Code Update, Flagler Beach, FL** — Involved with the current update to the Land Development Code for the City of Flagler Beach. This year-long project was undertaken to bring the Land Development Code into compliance with the City's recently updated Comprehensive Plan.

**Economic Development Strategy, Indiantown, FL** — Team member for the Kimley-Horn team who worked with the newly incorporated Village of Indiantown to prepare an Economic Development Strategy known as "Invest in Indiantown." The Village was awarded a grant by the Florida Department of Economic Opportunity (DEO) under the Competitive Florida Partnership Program (FY 2018-19) to complete a review of existing economic development and planning documents, facilitate public participation efforts, assess the Village's inventory of its assets and develop an action-oriented economic development strategy to retain and expand existing businesses and find ways to attract complementary businesses and industries. All public outreach and engagement activities with citizens and stakeholders were held in English and in Spanish with a translator available at each meeting. This was done due to the majority of the community is Spanish-speaking. All printed materials were made available in both languages, as well. In addition to preparing the Economic Development Strategy, Kimley-Horn facilitated the overall process and administered the grant for the Village.



Item #18.



**15** Years of Experience

#### **SPECIAL OUALIFICATIONS**

- Leader in Kimley-Horn's multimodal transportation practice with more than 15 years of professional experience
- Has worked throughout Florida developing and helping to implement multimodal transportation projects
- ➤ Wide-range of skill sets including conceptual design, public involvement, complete streets (area-wide and corridor specific), special area and district planning, long range transportation plans, level of service analysis, congestion management plans, comprehensive plans, socioeconomic data forecasting, mapping and database creation, bicycle/pedestrian master planning, and neighborhood planning

#### **PROFESSIONAL CREDENTIALS**

- Master, Urban Planning, Rollins College
- Bachelor of Arts, Business Administration, University of Florida
- Bachelor of Arts, Geography, University of Florida
- ➤ American Institute of Certified Planners, #024814
- Member: American Institute of Certified Planners (AICP); American Planning Association (APA); Congress for New Urbanism (CNU); Urban Land Institute

# Jared R. Schneider, AICP, CNU-A

Transportation/Complete Streets

#### RELEVANT EXPERIENCE

**Venice Comprehensive Plan, Venice, FL—** Project planner. Kimley-Horn worked with the City of Venice to review and update the City's Comprehensive Plan (2017-2027). Kimley-Horn completed an extensive public outreach and community review, including stakeholder interviews, online survey, and a series of community workshops; land use and population analysis; market assessment; and a review of the current goals, objectives, and policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn completed the update of the GOPs in the form of vision, intent, and strategies along with the analysis required to develop the plan (population projections, level of service analysis, land use carrying capacity, housing analysis, etc.) with an emphasis on the City's Neighborhoods (geographic areas).

**Complete Streets Concept Plan for West Bay Drive, Belleair Bluffs and Largo, FL**— Project manager for a pilot project to assess the feasibility of a Complete Streets concept plan for the West Bay Drive corridor between Clearwater-Largo Road and the Belleair Causeway Bridge, which connects Largo, Belleair Bluffs and Belleair to the beaches. This portion of road is subject to speeding, lacks bicycle accommodations and pedestrian median refuges, and has median designs that are unsafe for multiple modes of travel. The intent of this project is to develop a preliminary concept plan to visualize what improvements may be included in an upcoming roadway resurfacing project to help improve the safety and

connectivity for all modes of travel.

City of Cape Canaveral Pedestrian and Bicycle Mobility Master Plan, Cape Canaveral, FL— Project manager. The purpose of this project was to develop a Pedestrian and Cycling Mobility Master Plan that expanded upon prior efforts. A Pedestrian and Cycling Mobility Plan Master Briefing was provided with several pedestrian and cycling recommendations in 2014, and since that time, several multi-modal projects had been completed. The Pedestrian and Bicycle Mobility Master plan built upon the previously developed Master Briefing and provided an update that established a framework for improvements that will enhance the pedestrian environment and increase the opportunities for walking and biking as a mode of transportation in Cape Canaveral. The limits for the study area was bound by Grant Avenue to the south, Washington Avenue to the north, Atlantic Avenue to the west and Ridgewood Avenue to the east.

**Drew Street Complete Streets, Clearwater, FL—** Project manager. Kimley-Horn was retained by the City of Clearwater to help aid in a concept plan for the transformation of Drew Street/SR-590, a constrained roadway, into a vibrant, sustainable, and multimodal spine that serves the area's transportation needs and supports and attracts high-quality redevelopment opportunities. Additionally, the public outreach efforts for this project were extensive, which included two well attended public workshops, two surveys (with a large response of over 2,000 participants), a focus group meeting with different entities around the city, and two Complete Street Advisory Board committee meetings. The Drew Street Complete Street Concept Plan also serves as a pilot project to inform improvements for the overall Citywide Complete Streets Implementation Plan being performed by Kimley-Horn.

**Tri-City Special Area Plan (SAP), City of Largo, FL—** Project manager for preparation of a Special Area Plan (SAP) for the 600-acre US 19 and Roosevelt Blvd/East Bay Drive area in Largo. The City would like to incentivize catalytic change in the area to update an outdated suburban development model and create an economically viable urban destination. It will support Forward Pinellas Vision for US 19 and serve as a local implementation tool for this subarea of the Gateway/Mid-County Master Plan. When complete, the SAP will include details about existing conditions; establishment of the preliminary plan boundary; economic



# Jared R. Schneider, AICP, CN ltem #18.

Relevant Experience Continued

analyses and land use; transportation and mobility recommendations; plan vision and development strategies; and an implementation plan.

**Forward Pinellas General Planning Consultant (GPC) Services, Pinellas County, FL—** Project manager. Kimley-Horn entered into a four-year general planning contract with Forward Pinellas to provide continuing services for multimodal transportation planning and analysis as well as communication and public involvement. As part of this contract, Kimley-Horn is responsible for providing professional planning for the two categories on an as-needed basis. This includes, but is not limited to, modeling and simulation, bicycle and pedestrian activities, transit service and operations, transit capital facilities, transportation disadvantaged, data collection, access management, mobility and demand management, parking and circulation, intelligent transportation systems, waterborne transportation, feasibility studies, complete streets, resilience and sustainability, safety assessments, freight analysis, and corridor studies. Under this contract we are providing services for the Complete Streets Concept Plan for West Bay Drive.

**Lealman Mobility and Complete Street Plan (Linking Lealman Action Plan), Pinellas County, FL**— Project manager. Kimley-Horn was retained by Pinellas County to create the Linking Lealman Action Plan to encourage mobility in Lealman with complete street and context sensitive improvements. The plan provided a road map for mobility and complete street improvements in Lealman to be programmed as part of the Pinellas County CIP. The intent was to provide a continuous network of streets, sidewalks, bike lanes and trails, and upgraded pedestrian and transit amenities.

**St. Petersburg Complete Streets Implementation Plan, St. Petersburg, FL**— Project planner and assisted with public involvement strategy. The Complete Streets Implementation Plan describes a set of procedures for prioritizing and implementing complete streets through a variety of methods. The plan will establish the project delivery process modifications needed to improve the evaluation, planning, design, construction, operation, and maintenance phases of all roadway development and redevelopment projects. The plan will also document existing conditions and barriers; identify corridors and districts that are prime for complete streets improvements; establish a network of low-stress bicycle routes; and identify additional facilities needed to make walking, bicycling, and transit safe and comfortable choices.

Village of Palmetto Bay Evaluation and Appraisal Report and EAR Based Comprehensive Plan Amendment, Village of Palmetto Bay, FL— Project planner for the Village's initial EAR to comply with Florida growth management statutes. Responsibilities included a review of changing and future population and demographics, and land use conditions, including future land use map and text amendments. Review also involved suggestions for plan revisions to better address the plan's objectives, including updates to proposed projects and milestones. Kimley-Horn recently completed, and the Village adopted, the EAR Based Comprehensive Plan Amendments consistent with the finding of the EAR.

Village of Palmetto Bay Franjo Activity Center, Palmetto Bay, FL— Project planner. The Village of Palmetto Bay selected Kimley-Horn to develop a comprehensive approach to land use in order to identify the tools needed to facilitate a prosperous downtown. In order to differentiate ourselves from the City's previous unsuccessful plan, we designed a more comprehensive analysis by utilizing tools such as TDRs, flexibility, density bonuses, green building construction, and incentives for open space as part of the Franjo Activity Center Comprehensive Plan Amendment and supporting analysis. As a result, Palmetto Bay is in the process of creating a "downtown" encompassing a mix of land uses within a compact, walkable setting including civic/governmental functions, residential, commercial, office and parks. The Village has now developed the Downtown Urban Village zoning district, a \$10,000,000 infrastructure project, an unsolicited bid to build a multimodal parking facility with commercial leasable space, and the submission of multiple private mixed-use development applications. The new downtown met the need of an economic and cultural heart of their Village complete with landscaping, off-street parking, and bicycle lanes. Florida Planning and Zoning Association Award in the "Outstanding Study/Plan" category for 2016.

**Zephyrhills US 301 Corridor Review, Zephyrhills, FL—** Project planner for the Kimley-Horn team that provided technical guidance and support to identify issues associated with the proposed one-way pair system proposed by the Florida Department of Transportation (FDOT). Previous studies identified two lanes for each of the one-way pairs while the latest proposal from FDOT recommends a one-way pair system with three lanes in each direction. At the direction of the City of Zephyrhills, Kimley-Horn conducted a preliminary evaluation that included: reviewing appropriate current and prior transportation, analysis, reviewing issues and alternative options with the City, performing travel demand forecasting, and coordination with FDOT.





**5** Years of Experience

#### **SPECIAL QUALIFICATIONS**

- Experienced in land development entitlements
- Expert in historic preservation planning

#### **PROFESSIONAL CREDENTIALS**

- Bachelor of Science,
   Psychology, University of Florida
- Master, Historic Preservation, minor in Urban and Regional Planning, University of Florida

# **Blair Knighting, AICP**

Land Use/Transportation Support

#### RELEVANT EXPERIENCE

**Landmark Designation Report, Jacksonville, FL**—Responsible for researching and writing a local landmark designation report for a building in Downtown Jacksonville. The report must describe the significance of the structure and how it qualifies as a local landmark. There are seven criteria and the structure must meet two of the significance criteria in order to qualify.

JEA Headquarters Design Approval, Jacksonville, FL—Planner. This project included, project coordination between the municipality, land use attorney, architectural firm, and the civil engineering team (including landscape architect). In addition, Coordinated with the land use attorney to submit application packages for Conceptual and Final Approval by the Downtown Design Review Committee (DDRB) of new construction plans for the JEA Headquarters building in Downtown Jacksonville. As co-writer of the written description for the project, this description helped demonstrate the applicable land development codes were met with the design and was paramount in the approval of each application by DDRB. Coordination between the architectural firm, civil engineer, and landscape architect to ensure all codes were met and waivers were not needed on a project of that scale was one of the reasons the DDRB was favorable to the project. Producing a quality product to present and provide to the DRB board members was also a way to ensure the quality of the design was the primary focus.

City of Hampton 5-Year Consolidated Plan (FY 2021-2025) and Annual Action Plan (FY 2021), Hampton, VA— Project Planner. This project involved preparing and implementing the 5-year CDBG Consolidated Plan and Annual Action Plan for this City of Hampton. These Plans included identifying the needs of the community and a strategy for carrying out various housing-related projects and programs with the use of Housing and Urban Development (HUD) funding, which includes Community Development Black Grant (CDBG) program funding and HOME Investment Partnerships (HOME) program funding. The project included entering and uploading all information into the HUD IDIS Online Database.

**Various Planned Unit Development (PUD) Package Submittals—**As an Entitlement Planner, PUDs are a common way to ensure a developer can complete their firm's design within multiple jurisdictions. Tasks include:

- ➤ Writing the PUD written description which includes substantiating the project is viable for the developer and is not too far reaching from the municipality's land development code is important.
- > Compiling and ensuring all required documentation that is required by each municipality ensures the reviewer will focus on the content not the missing pieces.
- ➤ Creating a site plan containing all the pertinent information without being over-restrictive to the design and the developer and allowing flexibility for the future is a delicate balance for a successful PUD project.

In addition to the PUD package, professional representation at public hearings is a key part to obtaining PUD approval from the municipality.

**Community Development District (CDD) Exhibits—**-As designer for the CCD exhibits, Blair utilizes Adobe InDesign to create beautiful but functional documents that convey the required information in a visually appealing format.

**Mobility Fee Coordination**—As a planner, Blair is requested to obtain mobility fee calculations for projects within various municipalities. Ensuring accurate information for the mobility fee applications is important for an accurate calculation. In addition, coordination with in- house traffic engineers to review the municipalities mobility fee calculation for accuracy is helpful in case the engineer is able to use updated information to reduce the traffic trips and ultimately convince the municipality to reduce the fee to reflect the trip reduction.

**Historic Resources Survey Report, Georgia Department of Transportation, Atlanta, GA** — Project Quality Assurance and Quality Control Reviewer for Historic Resources Survey Report including fourteen potential significant historic resources. As reviewer, I was required to review the entire document, determine if the report adequately described the resources, if the evaluation of eligibility for listing on the National Register of Historic Places was accurate, and ensure the product was error free.



# Comprehensive Plan Update

# REQUIRED FORMS

Executed Public Entity Crimes
Drug-Free Workplace

Kimley»Horn

# **Indemnification Requirement**

On page 12 of the RFP is the following requirement:

"The City shall require the following or similar (emphasis added) indemnification paragraphs to be made part of the contract(s) as entered into with the successful proposer(s):"

Kimley-Horn, once selected would like the opportunity to work with the City to craft a similar mutually agreeable Indemnification that provides more than adequate protection for both parties.

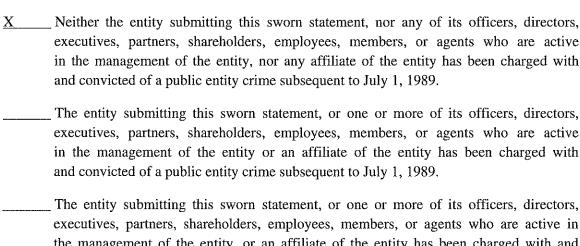


# SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), <u>FLORIDA STATUTES</u>, ON ENTITY CRIMES

Statutes, means:

This sworn statement is submitted to <u>City of Green Cove Springs</u> (print name of the public entity)		
by	David W. Walthall, P.E., LEED AP, Senior Vice President  (print individual's name and title)	
for	Kimley-Horn and Associates, Inc.  (print name of entity submitting sworn statement)	
whos	se business address is  12740 Gran Bay Parkway West, Suite 2350, Jacksonville, FL 32258	
(If 1	(if applicable) its Federal Employer Identification Number (FEIN) is:  56-0885615  The entity has no FEIN, include the Social Security Number of the Individuing 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 wit respect to and directly related to the transaction of business with any public entity or wit 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 <b>Florida Statutes</b> , 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 recorrelating to charges brought by indictment or information after July 1, 1989, as result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.	
4.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florid	

a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control 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. 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 considered 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 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, agents who active in management and are of 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.)



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 the 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 HIS 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, <u>FLORIDA STATUTES</u> FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

,	(Signature)
Sworn to an subscribed before me this	oh day of December, 20 20
Personally known	Diandue
OR produced identification	Notary Public - State of Florida
(Type of identification)	My commission expires 5 18 2023  LISA M. HILL Commission # GG 310574 Expires May 18, 2023 Bonded Thru Troy Falla Insurance 800-305-7019

(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 Statue 287.08	7 hereby certifies				
that Kimley-Horn and Associates, Inc. (1) does:	name of business)				
1. Publish a statement notifying employees that the unlawful manufacture, dispensing, possession, or use of a controlled substance is prohibited in the vispecifying the actions that will be taken against employees for violations of some 2. Inform employees about the dangers of drug abuse in the workplace, the comaintaining a drug-free workplace, any available drug counseling, rehabilitate assistance programs, and the penalties that may be imposed upon employees violations.	workplace and such prohibition. company's policy of tion, and employee or drug abuse				
<ol> <li>Give each employee engaged in providing the commodities or contractual under proposal a copy of the statement specified in item 1, above.</li> <li>In the statement specified in item 1, notify the employees that as a condition the commodities or contractual services which are under proposal, the employer that the terms of the statement and will notify the employer of any conviction of, nolo contendere to any violation of Chapter 1893 or of any controlled substatutied States or any state, for a violation occurring in the workplace no later after such conviction.</li> </ol>	on of working on eyee will abide by or plea of guilty or nce law of the				
5. Impose a sanction on, or require the satisfactory participation in a drug ab rehabilitation program if such is available in the employee's community, by is convicted.					
6. Make a good faith effort to continue to maintain a drug-free workplace the implementation of this section.	rough				
As the person authorized to sign the statement, I certify that, Kimley-Horn and	nd Associates, Inc				
(name of business), fully complies/does not above requirements.	comply with the				
Miller	12/16/2000				
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.
- 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 <u>not</u> 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.
- 12. The Contractor shall comply with applicable provisions of Section 119.0701, Florida Statutes and any contract between the parties shall fully comply with such section.

#### CONTRACTOR/FIRM/INDIVIDUAL

By: David W. Walthall, P.E., LEED AP, Senior Vice President

(Printed Name and Title)



## Comprehensive Plan Update

## WORK PRODUCTS

Kimley»Horn

We have included our City of Venice Comprehensive Plan document as a sample work product in our USB attachment. This award-winning document illustrates our extensive experience in developing successful Planning documents.





## **STAFF REPORT**

## CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session MEETING DATE: February 16, 2021

**FROM:** Steve Kennedy

**SUBJECT:** City Council approval for the City of Green Cove Springs to become a Monarch City USA.

Steve Kennedy

#### **BACKGROUND**

#### FISCAL IMPACT

#### RECOMMENDATION

City Council approval for the City of Green Cove Springs to become a Monarch City USA

January 27, 2021

Mayor, City Council Members, and City Government Leaders,

The City of Green Cove Springs has been a Tree City USA for thirty-two years. Our Garden Club recommends the City become a Monarch City USA to show a continuing commitment to nurturing nature. The monarch population has plummeted with nearly a billion vanishing since 1990, making it critical that cities join in this effort to revive the Monarch population.

Monarch butterflies make our city more enjoyable, scenic, and a peaceful place to live. Monarchs are pollinators, benefiting crops that humans and animals rely upon for food. Monarchs can increase our property values throughout the area. As a city leader you understand the peaceful nature and economic benefits of having monarchs.

Monarch City USA recognition highlights a city's efforts and commitment to the environment, promoting civic pride and improvement. Joining with other cities as a Monarch City USA, we will put up our internationally recognized signs and support the planting of milkweed and nectar plants within our city limits. The signs serve as a symbol that we believe in a better environmental future for all.

Green Cove Springs would join 6 other Florida cities as recognized Monarch City USA: Orange City, DeLand, Deltona, Lake Helen, New Smyrna Beach, and Dade City, the only ones in Florida.

Thank you for considering this recommendation. Our Club members would be happy to help with the application in any way possible.

Sincerely,

Connie A. Gladding

President, The Garden Club of Green Cove Springs

P.S. We might consider hosting a Monarch City USA festival, to help our citizens celebrate a better environment, while additionally improving tourism revenues.

Attachments: Registration, Membership, and Proclamation

#### Join Us — Monarch City USA

#### JOIN MONARCH CITY USA

To be a **Monarch City USA member** your mayor and/or local government chief executives must <u>register</u> with us, pay the \$50 lifetime fee, and purchase one or more signs. Signs are \$150 each, but if you order 10 signs, we will give you two more signs for free (use code 12FOR10). We call it our "ten for a dozen" program.

To be a **member of Monarch City USA**, we ask that you commit to these simple, positive actions:

- 1. Publicly proclaim that your city is committed to helping the monarch butterflies survive by your immediate and future actions.
- 2. Encourage citizens to plant private milkweed and nectar gardens throughout your city.
- 3. Work with gardening and landscaping clubs in your city.
- 4. Support the national movement to support monarch butterfly habitat development by purchasing and placing Monarch City USA signs at appropriate sites.
- 5. Convert abandoned lands to monarch butterfly habitat.
- 6. Re-establish native milkweed and nectar plants where possible.
- 7. If possible, host an annual monarch butterfly festival. (Free advice is available from us, Monarch City USA.)
- 8. Integrate monarch butterfly conservation into the city's future land use planning efforts.
- 9. Work with the local K-12 school system and educators to promote a better understanding of land use conservation.
- 10. Investigate possible Monarch Butterfly Sanctuary sites.

## City of Green Cove Springs Proclamation

Whereas, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans, young and old: and

Whereas, over the past 20 years, there has been an 80% decline in the Eastern monarch butterfly population that overwinters in Mexico and a staggering 53% decrease from just 2019 to 2020; and

Whereas, the monarch is also extremely beneficial, pollinating many cultivated flowers and crops, and serves as an indicator species for the ecological health of large geographical areas: and

Whereas, cities, towns, and counties have a critical role to play to help save the monarch butterfly, and the City of Green Cove Springs has declared an interest in becoming Florida's seventh Monarch City to be designated by Monarch City USA, a nonprofit organization dedicated to helping the monarch butterfly recover city by city; and

Whereas, every citizen of Green Cove Springs can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play, and worship; and

Whereas, on behalf of the community of Green Cove Springs who has already created healthy habitat for these magnificent butterflies, it is my hope that other cities across our great nation will also help to ensure that the monarch butterfly will once again flourish across the continent.

**Now, therefore be it resolved,** that I. Van Royal. Mayor of the City of Green Cove Springs, do hereby proclaim the month of April as Monarch Butterfly Month to recognize the return of Monarchs to Florida after overwintering in Mexico.



## **STAFF REPORT**

## CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session MEETING DATE: February 16, 2021

**FROM:** Steve Kennedy

**SUBJECT:** City Council approval of the applications submitted for the Citizen's Advisory Committee.

Steve Kennedy

#### **BACKGROUND**

#### FISCAL IMPACT

#### RECOMMENDATION

City Council approval of the applications submitted for the Citizen's Advisory Committee

As of Fel	b. 11, 2021																<u></u>
	<u>Name</u>	<u>Address</u>	Category		<u>Profession</u>	Applicant s Leadership	howed experient Volunteer	Service/Compassion	Transp	P & R			Pub. Safety			P W	Code
	Beasley, Mason	1604 Forbes Street	А		Retail Manager	*	*	*	*	*	*	*	*	*	*	*	
	Chessel, Hope	1310 North Street	А		Logistics - Fedex	*	*	*		*	*	*	*	*		*	
	Collins, Taylor	116 S. Highland Avenue	A		Budgets/Mgmt./Planning	*	*	*		*		*	*	*		*	F
	Crocket, Theresa	425 S. Palmetto Avenue	A		Healthcare Professional	*	*	*		*			*			*	F
	Francis, Henrietta	2439 Bonnie Lakes Drive	A		Human Services Analyst	*	*	*		*	*	*	*	*		믇	F
		1439 Rosecrans Lane			Ret. Navy Hosp. Mgmt./Acct.	*	*	*		*	*	*		*		*	F
	Gay, Chris		В					*		4			*			F	F
	Gifford, Amber	1881 Wentworth Lane	A		Educator								*			F	┢
	Herndon, Al	3710 Glynn Cottage Court	A		Corp. Mgmt./State Appointee	*	*	*	*	*			*	*		*	
	Howard, Erin	505 Hill Street	A		Educator	*	*	*		*		*	*	*			
	Howells, Tim	4614 CR 209 South	С		CPA/Real Est. Developer	*	*	*	*		*			*		igspace	
	Hurley, Kevin	10 St Johns Avenue	А		Gen. Contr./Site Developer	*	*	*		*	*			*		*	
	Jollota, Dan	14 St. Johns Avenue	А		Pilot - US Navy Ret.	*	*	*	*	*			*	*			
	Kyser, David	215 Center Street	A		Ret. Navy - Logistics @ NAS	*	*	*		*			*	*		匚	
	LaBeaouf, Joanne	3392 Olympic Drive	A		College Educator/Admin.	*	*	*		*			*	*		匚	
	Lewis, Pam	426 Myrtle Avenue	A		Mental Health Counselor	*	*	*		*				*			
	McGee, Scott	3056 Anderson Road	В		District Mgr Grocery Ind.	*	*	*	*	*		*	*	*		世	
	Meeks, William III	1372 Rose Hill Avenue	В		Maintenance Technician	*	*	*	*	*		*	*	*		*	
	Muller, Kimber	1550 Bonaventure Avenue	A		Hospital Mgr./P & R Coord.	*	*	*	1	*				*			H
	Nichols, Daniel	1248 Travers Road	В		Construction Supply Sales Mgr.	*	*	*	*	*		*	*	*		*	F
	Ott, Rick	1110 St Johns Avenue	A		Corp. Mrktng Heavy Equipment	*	*	*	*	*		*	*	*	*	*	F
	Phelps, Ward IV	3244 Canyon Falls Drive	А		Ret. Navy - Building Engineer	*	*	*		*			*	*		F	F
	Robey, Robert	3512 Grand Victoria Court	A		VP. Citi Bank-Proj. Manager	*	*	*				*		*		F	F
	Ross, Cindy	1611 Lucas Avenue	A		Retired Healthcare	*	*	*		*			*	*		F	F
					Alleren	*	*	*	*	*		*		*		厂	H
		1630 Colonial Drive	A		Attorney	*	*	*		*		*	*	*		F	
	Smith, Thomas	3378 Shinnecock Lane	A		Financial Forensic Auditor							*	*				
	Sohm, Charles	714 N. Orange Avenue	С		Engineer - Mechanical & Civil	*	*	*		*	*			*	*	*	
	Starnes, Cheryl	3714 Glynn Cottage Court	A		Retired - Dental field	*	*	*		*				*		E	
	Taft, William	1886 Colonial Drive	A		Retired Navy/Educator	*	*	*		*		*		*		┢	
1	Taylor, Wes	102 N. Cypress Avenue	A		Retired Fire Fighter	*	*	*		*			*				
	Treadway, Christina	401 St Johns Avenue	A		Real Est. Agt./Financial Planner	*	*	*		*	*	*		*			L
	Wilkes, Leann	1101 Idlewild Avenue	С		Contractor - HVAC, Roofing	*	*	*	*	*	*	*	*	*	*	*	
2	Williams, Stephanie	460 Brentwood Court	А		Staffing Consultant	*	*	*	*	*	*	*	*	*	*	*	
	Winstead, Ron	100 West Joey Circle	А		Retired	*	*	*					*			匚	
									11	30	10	17	22	30	5	13	
	Mag. Point Residen																
	Explanation:															$\vdash$	
Reside	nt of the City																
	ounty Resident residir	ng within 1 mile of City Limit	or in Utility Service	e Area							1					<u> </u>	₩





(904) 297-7500 Florida Relay — Dial 7-1-1 321 Walnut Street

Green Cove Springs, FL 32043 www.greencovesprings.com

#### MEMORANDUM

To: Steve Kennedy, City Manager

From: Development Services Department

Date: February 1, 2021

Subject: Monthly Planning, Code Enforcement and Building Report for January, 2021

#### **PLANNING**

In January, Workout Anytime changed ownership and two new businesses moved into Reynolds Park: Foundation Hammers & Huselton Concrete Pumping. Allegiance Firearms applied for their business tax receipt at 208 N Orange Ave and will be doing renovation work prior to it being issued. Green Cove Liquors finalized the transfer of their business to 26 N Orange Ave. Total Business Tax Revenue for January was \$310.

During the month of January, Staff worked on:

- Special Event application for MVPA Winter Rally & Swap Meet
- Special Exception Application for alcohol for off-site consumption for Green Cove Liquors
- Special Exception for a church at 112 Magnolia Ave
- Revised Site Plan for the Harbor Road Wastewater Treatment Facility
- Annexation and Future Land Use applications for the Gustafson property, 016515-000-00
- Document dispositioning and scanning with ImageStoreHouse
  - Overseeing volunteers helping with the scanning project
- Configuration of new permit / project tracking software, SmartGov

Revenues for Planning related fees for January were \$1,662.50.

#### **CODE ENFORCEMENT**

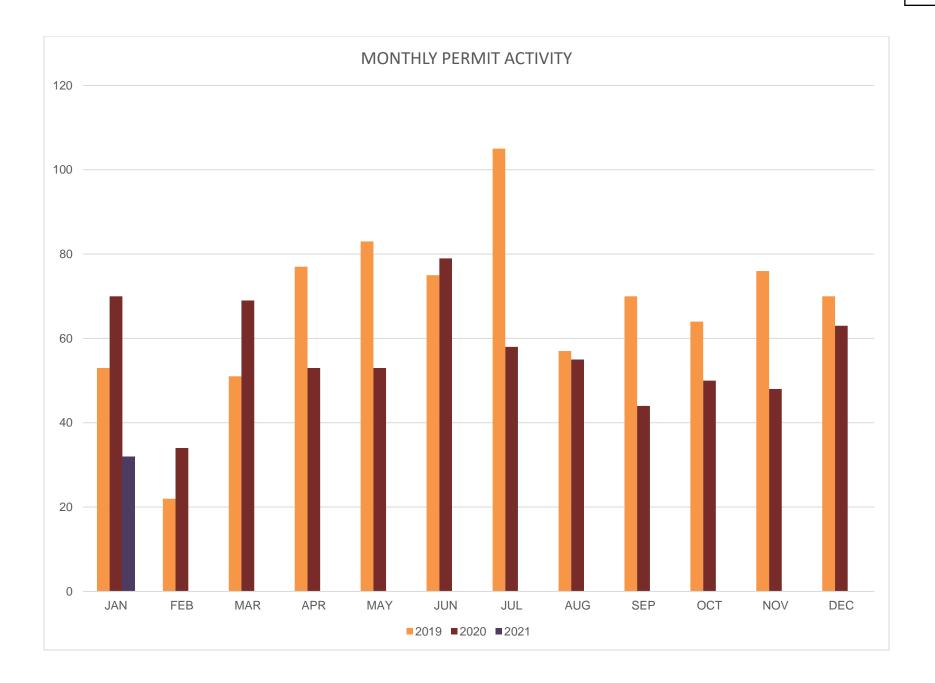
In January, there were 7 new Code Enforcement complaints filed. Voluntary compliance was achieved for 9 cases resulting in case closure. The City received \$30 in Code Enforcement fines for Special Magistrate orders previously issued. For Fiscal Year 2020-2021, Code Enforcement has collected \$5,120 Code Enforcement fines.

#### **BUILDING**

Building permit activity decreased from December to January. The total number of building permits issued in January was 32 compared to 63 in December. Permit activity for January 2021 decreased by 54% from January 2020.

Revenues for Building related fees for January were \$24,298.40.

2021 PERMIT SUMMARY						
NEW HOUSES	January					
MAGNOLIA POINT:	0					
MAGNOLIA WEST:	0					
CORE CITY:	6					
CONDOS:	0					
COMMERCIAL ACTIVITY	January					
BUILDING (NEW)	0					
OTHER PERMIT ACTIVITY	January					
ADDITION - COMMERCIAL	0					
ADDITION - RESIDENTIAL	2					
REMODEL - COMMERCIAL	0					
REMODEL - RESIDENTIAL	0					
SCREEN ROOMS:	0					
SHIP PROGRAM:	0					
SIGNS:	0					
POOLS:	0					
RE-ROOFING:	9					
GARAGE/SHED:	0					
OTHER PERMITS:	15					
TOTAL PERMITS ISSUED	32					





## CITY OF GREEN COVE SPRINGS POLICE DEPARTMENT



## **Executive Summary**

Derek S. Asdot, Chief of Police 1001 Idlewild Avenue · Green Cove Springs, FL 32043 · Main (904) 297-7300 · Fax (904) 284-1436

The following is the official summary of activity conducted by members of the Green Cove Springs Police Department for the month of December 2020:

Total # Calls for Service: 670

Total # Arrests: 22

Total # Traffic Stops: **411** Total # Citations: **126** % Citations to stops: **31%** 

Total # Building and business security checks: 2374

Total # Police Related Services: 4588

Response Times: Priority 1: **3M53sec** Priority 2: **0m45sec** Priority 3: **4M53sec** 

Dispatch Phone Communication: 911 calls: 246 Non-Emergency calls: 344 Walk-In: 12

**Marine Enforcement:** Marine enforcement was conducted on the following dates.

12/10/2020: Cmdr. Hines patrol/maintenance

#### **Red Light Camera Program:**

Video Review:

Ofc. Gann reviewed 258 violations, approved 232 and rejected 26.

Sgt. Luedtke reviewed 466 violations, approved 422 and rejected 44.

Sgt. Miller reviewed 222 violations, approved 213 and rejected 9.

Total violations reviewed for the month: **946** Approval Rating: **91.65%** 

Total hours reviewing video: 33.78

## **Individual Officer Initiative:**

## **Sergeant Luedtke:**

**Traffic Enforcement:** 

# Times: 14 # Citations: 7 # Warnings: 5

**Locations:** 

Houston/Martin Luther King

Orange/Bay

611 Oakridge

Arrests: 3

2020002443 Writ

2020002594 Battery

2020002660 Failure to Appear

#### **P.O.P Project:**

Assisted in reporting to Code Enforcement about a home without power and using a generator at 601 Kirk St Assisted in reporting to Code Enforcement about a home without power and someone living inside at 206 Bayard St

Conducted several traffic assignments in regard to citizen complaints

GCSPD FORM A-18, RFV 0/10

Page 880

Traffic Enforcement for Operation CARE and Drive Sober or Get Pulled Over

Item #21.

#### **Community Involvement:**

Assisted Ofc. Henderson in locating property that is allowing a homeless camp to set up.

Participated with Shop with a Cop Event

Provided a gift to a citizen that lives alone so that she would have a gift to open on Christmas

#### **Other Significant Accomplishments:**

Assisted several hours in UCR

Maintain the Sex Offender update

I have checked several shifts reports due to being short staffed

I monitor the boat slip pay and ensure there are envelopes for payment

Spent several hours reviewing red light cameras

Attended red light camera court

Voted Supervisor of the year by her peers

## **Officer Henderson:**

#### **Traffic Enforcement:**

# Times: 10 # Citations: 7 # Warnings: 30

**Locations:** 

611 South Oakridge Avenue

1403 Idlewild 511 Houston

Arrests: 0
P.O.P Project:

403 S. Highland code complaint ref person living in residence without power/water

654 s. Orange ref homeless camp.....code enforcement complaint

211 North St ref code complaint

1311 S. Roberts code complaint ref to owner renting out sheds on property

Traffic Enforcement for Operation CARE and Drive Sober or Get Pulled Over

#### **Community Involvement:**

Participated with Shop with a Cop Event

Assisted Sgt. Luedtke with giving a present to a female citizen that lives alone so she could open a Christmas aift

#### **Other Significant Accomplishments:**

## **Sergeant Hess:**

#### **Traffic Enforcement:**

# Times: 10 # Citations: 0 # Warnings: 4

Locations:

Colonial/St.Andrews

600 West

800 Walburg

Palmetto/Cove

Orange/Palmer

Arrests: 0
P.O.P Project:

Traffic Enforcement for Operation CARE and Drive Sober or Get Pulled Over

#### **Community Involvement:**

Cleaned and performed maintenance on the Antique Car.

Took the Antique car to the Food Truck event for display.

Cleaned and performed maintenance on the Police Department Golf Carts.

During a domestic dispute in Cove Subdivision, I provided Jr Police Badges to three children who wer home.

Item #21.

Met with a mother and her son in the Police Department Lobby. He wanted to meet Police Officers and give us Challenge Coins for our service.

#### **Other Significant Accomplishments:**

I replaced the Air Hose in the sally port at the Police Department.

#### **Officer Morando:**

#### **Traffic Enforcement:**

# Times: 17 # Citations: 15 # Warnings: 54

**Locations:** 

1400 S ORANGE

PALMETTO AV/COVE

800 LEONARD C TAYLOR

1300 IDLEWILD

1200 IDLEWILD

COLONIAL DR./ST. ANDREWS

1200 HOUSTON

400 S ROBERTS

Arrests: 1

2020-002570 Domestic Battery

#### P.O.P Project:

Worked several traffic complaints

Traffic Enforcement for Operation CARE and Drive Sober or Get Pulled Over

#### **Community Involvement:**

Participated in Shop with a Cop Event

Was Santa Claus for the Christmas Caroling event

### **Other Significant Accomplishments:**

Acting Sergeant duties on blue squad

## **Officer Babcock:**

#### **Traffic Enforcement:**

# Times: 36 # Citations: 11 # Warnings: 47

Oakridge

Palmetto/Cove

School Zones

Green Cove Ave

Walburg

N Orange

Idlewild

**LCT** 

1200 Houston

Colonial/St Andrews

#### Arrests: 4

2020-002488 VOP

2020-002530 VOP

2020-002537 Habitual Traffic Offender

2020-002561 VOP

#### **P.O.P Project:**

Traffic Complaint reference vehicles running stop signs – Cove St / S Palmetto Ave

Traffic Complaint reference speeding – 900-Block of Walburg St

Traffic Enforcement for Operation CARE and Drive Sober or Get Pulled Over

#### **Community Involvement:**

Played football with a kid at 1400 MLK

While on a call at 2200 Marla Creek Dr, I let the complainant's child play with my patrol car lights and sirens and I provided the child with a junior officer badge.

Gave a kid a junior officer badge on the 15th.

Assisted loading bicycles for the JP Hall charity event on the 19th.

Participated in Shop with a Cop Event

Participated with Christmas Caroling

#### **Other Significant Accomplishments:**

Attended Pension Board Meeting

Participated in Christmas Caroling

### **Sergeant Perry:**

**Traffic Enforcement:** 

# Times: # Citations: # Warnings:

Locations: Arrests:

P.O.P Project:

**Community Involvement:** 

**Other Significant Accomplishments:** 

Sgt. Perry is performing light duties due to work related injury

#### **Officer Graham:**

**Traffic Enforcement:** 

# Times: 10 # Citations: 9 # Warnings: 5

Orange and Oak

Houston and Calico Jack

Leonard C. Taylor and Slow Tide

Orange and Park

Oakridge and Walnut

Ferris and Pine

Arrests: 2

2020002446 Possession of Marijuana less than 20 Grams 2020002545 Possession of Marijuana less than 20 Grams

#### **P.O.P Project:**

601 Kirk St generator running all night, referred to code enforcement

1114 Center St. street-lights will not remain on, submitted a report

Traffic Enforcement for Operation CARE and Drive Sober or Get Pulled Over

#### **Community Involvement:**

Delivered a food item to an elderly female in the City for Christmas

#### **Other Significant Accomplishments:**

A/Sgt duties

### **Officer Ruoss:**

**Traffic Enforcement:** 

# Times: 15 # Citations: 13 # Warnings: 20

**Locations:** 

S Orange and Oak Orange and Governors Idlewild and West

Leonard C Taylor and Bunker Houston and Anne Bonney

Houston and Mill

Arrests: 2

202002567 Improper Exhibition of Firearm 2020002496 Domestic Violence Warrant Obtained

#### **P.O.P Project:**

I continue to work with Det Carpenter with drug activity throughout the city.

Picked up we buy cars and other signs around city

Traffic Enforcement for Operation CARE and Drive Sober or Get Pulled Over

#### **Community Involvement:**

Took pictures with families at Spring Park who were looking at Christmas lights. Talked to their kids about the park, the spring and about being the police.

#### **Other Significant Accomplishments:**

#### **Sergeant Miller:**

**Traffic Enforcement:** 

# Times: 0 # Citations: 0 # Warnings: 0

Locations:
Arrests:

P.O.P Project:

Community Involvement:

**Other Significant Accomplishments:** 

Sgt. Miller is on extended medical leave and did not submit a monthly report

## **Officer Camp:**

**Traffic Enforcement:** 

# Times: 9 # Citations: 3 # Warnings: 1

700 Leonard C Taylor

Idlewild/West

400 Orange

Arrests: 5

2020002437 VOP

2020002470 Obstruction/Trespass/Theft

2020002471 FTA Warrant - GTA

2020002474 VOP

2020002580 Resisting with Violence/DV Bat

#### P.O.P Project:

Traffic Enforcement for Operation CARE and Drive Sober or Get Pulled Over

#### **Community Involvement:**

Participated in Shop with a Cop

#### **Other Significant Accomplishments:**

Ofc. Camp is Acting Sergeant while Sqt. Miller is on leave

GCSPD FORM A-18, RFV-0/10

Item #21.

Officer: Newton Traffic Enforcement:

# Times: 10 # Citations: 3 # Warnings: 14

**Locations:** 

Leonard C Taylor Pkwy 1200 Houston St. 1100 N. Orange Av. 1200 Idlewild Av.

Canyon Falls/Medinah Ln.

Arrests: 2

2020-002520 Resist Officer without violence and Fail to update address on registration.

2020-002473 Possession of Heroin and Drug Paraphernalia

**P.O.P Project:** 

Traffic Enforcement for Operation CARE and Drive Sober or Get Pulled Over

**Community Involvement:** 

Participated with Shop with a Cop Event

Gave a Boy Scout Troop a tour of the PD and explained to the troops what Police Officers do.

**Other significant Accomplishments:** 

## **Officer Crider and K-9 Grit:**

**Traffic Enforcement:** 

# Traffic Stops: 26 # Citations: 4 # Warnings: 22

**Locations:** 

City Wide Enforcement

Arrests: 2

2020-002451 Resisting w/o violence 2020-002593 Poss of Methamphetamine

**K-9 Activities:** 

# Shifts Training: 2 Total Time Spent Training: 20 hrs

# of Apprehensions: 0
Mutual Aid Calls: 0

# of K-9 Searches: 2 # Finds: 1 # No Finds: 1

**Narcotics Detection Log:** 

2020-002593 Meth **K-9 Demonstrations: 0** 

P.O.P. Project:

Traffic Enforcement for Operation CARE and Drive Sober or Get Pulled Over

**Community Involvement:** 

**Other Significant Accomplishments:** 

## **Part Time Officers:**

Item #21.

#### **Officer Gann:**

(Responsible for Red Light Camera Program)

# Hrs Worked: 49.5

Arrests: 0

Other Significant Accomplishments:

Reviewed RLC video and issued citations

Worked Several patrol shifts Completed FDLE online training

Ofc. Gann has been out sick for an extended period of time

#### **Officer Smith:**

**# Hours Worked:** 

**Traffic Enforcement:** 

# Traffic Stops:0 # Citations: 0 # Warnings: 0

Locations: Citywide Arrests: 0

Community Involvement/ POP: Other Significant Accomplishments:

Ofc. Smith did not work during the month of December

#### **Officer Gibbs:**

# Hours Worked: 31.5

# Background Investigations: 1

# of Open Cases: 1

# of Cases Cleared by Arrest: 0
Total # Cleared Cases for Month: 0
Significant Accomplishments:

Ofc. Gibbs did not work during the month of December

## **School Resource Officers:**

## Officer: Lee (Junior High School)

#### **Incidents at School:**

School administrators, during an incident, located burnt marijuana cigarettes to which they turned over to me. Report #2020002463 was generated, and the marijuana was submitted for destruction.

#### **Cases Worked:**

2020002463 Found Property

#### Safety Issues/Intelligence:

None

#### **Other Significant Accomplishments:**

Officer Lee worked several patrol shifts during school break

While school was out for the Christmas/New Year holiday I was assigned to the patrol division. During that time, I was able to visit with some of the students. One occasion was with one of the students who lost their father the day after Christmas. I spent some time at the residence visiting with the family. Another occasion was visiting with several students at Highland apartments where I was able to hand out old football jerseys.

## **Officer Rulon:** (Charles E Bennet Elementary)

#### **Incidents at School:**

2020-002442 Juvenile smoking citation

Child custody issue

Assisted school administration with a student who refused to leave the classroom after being asked.

Assisted with students who left class

#### **Cases Worked:**

2020-002554 Resisting LEO with violence

#### Safety Issues/Intelligence:

#### **Other Significant Accomplishments:**

Assisted with covering some patrol shifts

## Officer's in Field Training:

None

#### SIGNIFICANT OFFICER ACTIVITY D.E.A. TASK FORCE

## **Detective: Carpenter**

#### **Green Cove Narcotics Cases: 4**

GCSPD 2020-002360 Robbery/Shooting

2019002237 – Ongoing Methamphetamine investigation.

DEA/GCSPD - Methamphetamine DTO investigation

GCSPD 2020-002473

#### **DEA Cases: 6**

GCSPD 2019002237/G4-20-0057 – Ongoing Methamphetamine investigation.

DEA/GCSPD - Methamphetamine DTO investigation

DEA/GCSPD – Heroin investigation

#### **Narcotic Investigations/Cases Outside of City/County**

GCSPD 2019002237 - Ongoing Methamphetamine investigation.

DEA – Methamphetamine DTO investigation

DEA - Heroin/Fentanyl

DEA - Fentanyl, Heroin, Methamphetamine

1 Illicit drug Money transportation cases

#### **Seizures:**

\$295,000 cash

2 oz Heroin

.5 Kilograms Methamphetamine

#### Significant events:

3 trash pull

10+ hours surveillance

1 jail interview

1 confidential informant cultivated

1 JIA Interdiction

1 search warrants completed

Item #21.

#### SIGNIFICANT DETECTIVE ACTIVITY

## **Detective Patterson:**

# of Open Cases: 10

# of Cases Cleared by Arrest: 0
Total # Cleared Cases for Month: 0
Significant Case Developments:

2020-001399 Arrest Warrant Processing with the SAO 2020-000990 Arrest Warrant Processing with the SAO

2020-002360 Homicide Case, two arrests made in the case. Waiting for evidence to be processed at FDLE.

2020-002117 Nationwide Auto Theft Case, working with FDLE and FBI to solve the case

#### **Significant Accomplishments:**

Shop with a Cop Christmas Caroling

## **Detective Vineyard:**

# of Open Cases: 10

# of Cases Cleared by Arrest: 0
Total # Cleared Cases for Month: 0
Significant Case Developments:

2020000490 Waiting to be inactivated

2020001319 Warrant issued/arrested 10/15

2020001038 Locating subjects

2020000783 Follow Up

2020001819 CCSO case / Green arrested 9/19/2020

2020001126 Before state/One died

2020002242 New Lewd 2020002303 New Sex case

## **Significant Accomplishments:**

Participated with Shop with a Cop Participated with Christmas Caroling

## Significant Evidence Custodian Activity

#### **Part Time Evidence Technician Barton**

Barcoded Items: 48 Items
Destroyed Items: 19 Items
To FDLE: 3 Items
Return from FDLE: 33 Items
Assisted SAO: 0 cases
Returned to Owners: 6 cases



## CITY OF GREEN COVE SPRINGS POLICE DEPARTMENT



Derek S. Asdot, Chief of Police • 1001 Idlewild Avenue • Green Cove Springs, FL 32043 • Main (904) 297-7300 • Fax (904) 284-1436

The following is the official summary of activity conducted by members of the Green Cove Springs Police Department for the month of January 2021:

Total # Calls for Service: 689

Total # Arrests: 27

Total # Traffic Stops: **452** Total # Citations: **155** % Citations to stops: **34%** 

Total # Building and business security checks: 1684

Total # Police Related Services: **3963** 

Response Times: Priority 1: **3M59sec** Priority 2: **0m42sec** Priority 3: **4M58sec** 

Dispatch Phone Communication: 911 calls: 250 Non-Emergency calls: 357 Walk-In: 17

**Marine Enforcement:** Marine enforcement was conducted on the following dates.

None

#### **Red Light Camera Program:**

Video Review:

Ofc. Gann reviewed 1595 violations, approved 1341 and rejected 254.

Sgt. Luedtke reviewed 0 violations, approved 0 and rejected 0.

Total violations reviewed for the month: **1595** Approval Rating: **84.08%** 

Total hours reviewing video: 28.37

## **Individual Officer Initiative:**

## **Sergeant Luedtke:**

**Traffic Enforcement:** 

# Times: 3 # Citations: 6 # Warnings: 7

Locations:

Houston/Martin Luther King

Orange/Bay 611 Oakridge

Arrests: 3

2021000055 Failure to Appear

2021000098 Uttering Forged Instrument

2021000129 Violation of Probation

#### **P.O.P Project:**

Noticed a stop sign pole was bent on North Street and Roberts Street. I notified Public Works

During a property check of city pier, I noticed the fire extinguishers were missing or tampered with. I
completed a problem report

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#### **Community Involvement:**

Item #21.

I noticed an elderly homeless woman that was newly homeless. I contacted the granddaugh tried to get her set up in a hotel due to freezing temperatures. I relocated her to a local laundry mat with the permission of business owners to get her out of the cold and provided her a cup of hot

#### **Other Significant Accomplishments:**

- Maintain the Sex Offender update
- I monitor the boat slip pay and ensure there are envelopes for payment
- Spent several hours reviewing red light cameras
- Range Day

#### **Officer Henderson:**

#### **Traffic Enforcement:**

# Times: 16 # Citations: 7 # Warnings: 32

Leonard C. Taylor and Slow Tide

1300 Idlewild 1604 Idlewild

Arrests: 3

2021000046 Disorderly intoxication/Resisting without

2021000115 Trespassing/Resisting without

2021000135 Battery Warrant

#### P.O.P Project:

- Sent problem report to in reference to the female restroom door lock was broken, Vera Francis Park.
- Sent problem report reference to the light by the pavilion was out (VHP).

#### **Community Involvement:**

• Homeless bag given to homeless male at Ronnie's Wings.

#### **Other Significant Accomplishments:**

#### Officer:

**Traffic Enforcement:** 

# Times: # Citations: # Warnings:

**Locations:** Arrests: 0 **P.O.P Project:** 

**Community Involvement:** 

**Other Significant Accomplishments:** 

This position currently unfilled

## **Sergeant Hess:**

**Traffic Enforcement:** 

# Times: 1 # Citations: 2 # Warnings: 9

Locations: 410 S Orange Ave Arrests: 0

**P.O.P Project:** 

Speed enforcement on Orange Ave

#### **Community Involvement:**

None

#### **Other Significant Accomplishments:**

• Performed cleaning duties/maintenance at police department while awaiting hiring of cleaning personnel

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- Rangemaster for two range dates at Lawtey range
- Researched weapons lights and holsters for uniformed personnel
- Trained Part Time Officer Reese in phase I field training

Item #21.

## **Officer Morando:**

#### **Traffic Enforcement:**

# Times: 17 # Citations: 43 # Warnings: 78

**Locations:** 

1400 S ORANGE AV
PALMETTO AV/COVE ST
800 LEONARD C TAYLOR PKWY
1300 IDLEWILD AVE
1200 IDLEWILD AVE
COLONIAL DR./ST. ANDREWS CT
1200 HOUSTON ST
400 S ROBERTS ST

Arrests: 2

2021-000101 Poss. Marijuana less than 20 grams

2021-000160 Trespass after Warning

**P.O.P Project:** 

Participated in USCG Operation "Meth Busters"

#### **Community Involvement:**

Spoke with children about being a police officer

#### **Other Significant Accomplishments:**

• Acting Sergeant duties on blue squad

#### **Officer Babcock:**

#### **Traffic Enforcement:**

# Times: 22 # Citations: 7 # Warnings: 25

S OAKRIDGE ORANGE LEONARD C TAYLOR SCHOOL ZONES HOUSTON

Arrests: 2

2021-000012 FTA

2021-000098 Uttering Forged Check

#### P.O.P Project:

Community Policing – Speaking with owners at businesses about general concerns.

#### **Community Involvement:**

• Keeping the PD clean (trash, bathrooms, etc.)

#### **Other Significant Accomplishments:**

- Passed the K-9 P.A.T and chosen as department's new K-9 Officer
- Participated with K-9 Training in preparation for department K-9 process
- Took possession of Grit on January 19<sup>th</sup>, 2021

#### **Sergeant Perry:**

**Traffic Enforcement:** 

# Times: # Citations: # Warnings:

Locations: Arrests: P.O.P Project:

Community Involvement:

**Other Significant Accomplishments:** 

Sgt. Perry is performing light duties due to work related injury

#### **Officer Graham:**

#### **Traffic Enforcement:**

# Times: 10 # Citations: 9 # Warnings: 7

Idlewild and West
Idlewild and Oakridge
Summit Oaks and Canyon Falls
Roberts and Melrose

Arrests: 3

2021000177 Disorderly Intoxication

2021000104 Trespass 2021000060 VOP

#### **P.O.P Project:**

• 601 Kirk St: White truck, wrecked in front yard. Contacted Code Enforcement

#### **Community Involvement:**

- I spoke with Mr. Thompson who resides at 1741 Elsie Street reference to landlord tenant issues involving the residence he owns at 1740 Julia Street. We discussed different options and approaches to the landlord/tenant process and when I left, he had several viable options for the future.
- Other significant Achievements:
- Instructor for two range days at Lawtey
- Acting Sergeant for his shift

## **Officer Ruoss:**

#### **Traffic Enforcement:**

# Times: 34 # Citations: 18 # Warnings: 17

**Locations:** 

Idlewild and West
Idlewild and Oakridge
N Orange and Governor

Ferris and Gratio

Leonard C Taylor and Slow tide

Oakridge and Thomas

Arrests: 1

2021000061 Violation Probation

#### **P.O.P Project:**

- Picked up trash at the library.
- Emailed about debris from accident on N Orange

#### **Community Involvement:**

Helped elderly lady who was struggling to put gas in her vehicle that had ran out on the sl Orange

#### **Other Significant Accomplishments:**

None

## Sergeant Miller:

**Traffic Enforcement:** 

# Times: 0 # Citations: 0 # Warnings: 0

Locations: **Arrests:** 

**P.O.P Project: Community Involvement:** 

**Other Significant Accomplishments:** 

Sqt. Miller is on extended medical leave and did not submit a monthly report

#### **Officer Camp:**

**Traffic Enforcement:** 

# Times: 7 # Citations: 2 # Warnings: 0

700 Leonard C Taylor

Arrests: 2

2020000050 DUI 2020000169 VOP

P.O.P Project:

None

#### **Community Involvement:**

None

#### **Other Significant Accomplishments:**

- Instructor for two range dates at Lawtey
- Assisted with Holster/light project

#### **Officer Newton:**

#### **Traffic Enforcement:**

# Times: 8 # Citations: 18 # Warnings: 23

Leonard C Taylor

1200 Houston

1100 Orange

1200 Idlewild

Arrests: 7

2021-000019 VIOLATION OF PROBATION

2021-000099 MARIJUANA POSSESSION OVER 20 GRAMS

2021-000136 TRESPASSING

2021-000141 BATTERY-D.V.

2021-000143 BATTERY-D.V.

2021-000144 VIOLATION OF PROBATION/ DRIVING WHILE LICENSE SUSPENDED

2021-000146 D.U.I.- ALCOHOL

#### **P.O.P Project:**

Participated in USCG Operation "Meth Busters"

#### **Community Involvement:**

 Gave 3 juveniles a ride home to 1184 Buccaneer Blvd, buying them dinner at McDonalds on the way **Other Significant Accomplishments:** 

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Item #21.

#### Officer Babcock and K-9 Grit:

**Traffic Enforcement:** 

# Traffic Stops: # Citations: # Warnings:

Locations: Arrests:

**K-9 Activities:** 

# Shifts Training: Total Time Spent Training: hrs

# of Apprehensions: 0
Mutual Aid Calls: 0

# of K-9 Searches: # Finds: # No Finds:

Narcotics Detection Log: K-9 Demonstrations: 0

P.O.P. Project:

**Community Involvement:** 

**Other Significant Accomplishments:** 

• Ofc. Babcock took possession of Grit on 2/19/2021 and will start training February 3<sup>rd</sup>, 2021

## **Part Time Officers:**

#### Officer Gann:

(Responsible for Red Light Camera Program)

# Hrs Worked: 108

**Arrests: 1** 

#### **Other Significant Accomplishments:**

- Reviewed RLC video and issued citations
- Worked Several patrol shifts
- Completed FDLE online training
- Completed high liability training

## Officer Smith:

# Hours Worked: 0
Traffic Enforcement:

# Traffic Stops:0 # Citations: 0 # Warnings: 0

Locations: Citywide Arrests: 0

Community Involvement/ POP:

**Other Significant Accomplishments:** 

• Ofc. Smith resigned due to his new employer not allowing LEO secondary employment

#### **Officer Gibbs:**

# Hours Worked: 0
Traffic Enforcement:

# Traffic Stops:0 # Citations: 0 # Warnings: 0

Locations: Arrests: 0

Community Involvement/ POP: Other Significant Accomplishments:

• Ofc. Gibbs did not work in January

## **School Resource Officers:**

## Officer: Lee (Junior High School)

#### **Incidents at School:**

 A student said "school shooter" in a classroom. The student advised he said it to get the other students in the classroom to stop being loud and disrespectful to the teacher. A threat assessment was conducted at the home of the student which revealed the student had no weapons, nor any access to weapons in the home.

#### **Cases Worked:**

2021000031 Information for Officer

#### Safety Issues/Intelligence:

None

**Other Significant Accomplishments:** 

## Officer Rulon: (Charles E Bennet Elementary)

#### **Incidents at School:**

 Spoke to a parent in reference to her son coming home looking like me was in a physical altercation

#### **Cases Worked:**

2021-000149 Juvenile smoking citation

2021-000084 Juvenile smoking citation

2021-000085 Juvenile smoking citation

2021-000040 Juvenile smoking citation

#### **Safety Issues/Intelligence:**

Spoke to a parent in reference to cyberbullying

#### **Other Significant Accomplishments:**

## Officer's in Field Training:

Part Time Officer Reese

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Item #21.

## **SIGNIFICANT OFFICER ACTIVITY D.E.A. TASK FORCE**

Item #21.

**Detective: Carpenter** 

**Green Cove Narcotics Cases: 3** 

2019002237 – Ongoing Methamphetamine investigation.

DEA/GCSPD - Methamphetamine DTO investigation

GCSPD 2020-002473

**DEA Cases: 6** 

GCSPD 2019002237/G4-20-0057 - Ongoing Methamphetamine investigation.

DEA/GCSPD - Methamphetamine DTO investigation

DEA/GCSPD - Heroin investigation

Narcotic Investigations/Cases Outside of City/County

GCSPD 2019002237 - Ongoing Methamphetamine investigation.

DEA - Methamphetamine DTO investigation

DEA – Fentanyl, Heroin, Methamphetamine

3 Illicit drug Money transportation cases

Seizures:

\$23,000 cash

4 oz Heroin

5 lbs Methamphetamine

Significant events:

1 trash pull

20+ hours surveillance

1 jail interview

1 confidential informant cultivated

1 JIA Interdiction

1 search warrants completed

## SIGNIFICANT DETECTIVE ACTIVITY

## **Detective Patterson:**

# of Open Cases: 10

# of Cases Cleared by Arrest: 0
Total # Cleared Cases for Month: 0
Significant Case Developments:

2020-001545 Received subpoena results back

2020-000990 Arrest Warrant Processing with the SAO

2020-002360 Homicide Case, two arrests made in the case. Meeting with SAO 02/16

2020-002117 Nationwide Auto Theft Case, working with FDLE and Secret Service

#### **Background Investigations:**

0 Officer Completed

1 Officer in Progress

1 Dispatcher Completed

O Dispatcher in Progress

#### **Significant Accomplishments:**

## **<u>Detective Vineyard:</u>**

# of Open Cases: 10

# of Cases Cleared by Arrest: 1
Total # Cleared Cases for Month: 2
Significant Case Developments:

2021-000076 (new) Lewd/current invs 2021-000079 (new) Transferred to CCSO

2020000490 Waiting to be inactivated

2020000783 Follow Up

2020001126 Closed Prosecution Declined

2020002242 Closed Prosecution Declined

2020002303 Statute of limitations met

#### **Significant Accomplishments:**

Participated in USCG Operation "Meth Busters"

Instructor for two range dates at Lawtey

## **Significant Evidence Custodian Activity**

#### **Part Time Evidence Technician Barton**

Barcoded Items: 48 Items
Destroyed Items: 328 Items
To FDLE: 3 Items
Return from FDLE: 0 Items
Assisted SAO: 0 cases
Returned to Owners: 6 cases

Item #21.



#### ELECTRIC DEPARTMENT

## Significant activities for the month of January 2021

- 21 Streetlights repaired
- 1 Night light removed
- 22 Permanent meters installed
- 4 Temporary meters installed
- 2 Meter checks
- 3 Poles installed
- 2 Voltage check
- 5 Utility Verifications

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

- Conducted daily morning safety meetings.
- Conducted daily truck inspections.
- Trimmed limbs and vines from power lines and poles.
- Unloaded transformers and supplies when they come in.
- Inspect/locate ROW permits.
- Conduct warehouse inventory/order supplies
- US 17 & State Rd 16, removed Christmas lights.
- Martin L. King Jr. Blvd. & Walnut St., removed Christmas lights.
- 806 Oak St., opened transformer for electrician.
- 4341 S Oakridge Ave., switch feeder for contractor.
- 1315 Energy Cove Ct., Installed CT wiring for new service.
- 5 Esplanade Ave., wire down, set wire back up.
- 963 Worthington Ave., replaced JD bell insulators with polymer insulators.
- SR23 Express Way, switch chapman feeder 1 to feeder 3 to installed new wire.
- 806 Oak St., De-energize transformer to install of switch gear on secondary side of transformer.
- Chapman Substation, clean out building to installed new relay panel.
- 232 Walnut St., changed out transformer that was leaking oil.
- 1009 Bunker Ave., car fire next to the pole, standby for safety, pole smoke but ok.
- 1614 Julia St., pulled new triplex made up both ends for new service.
- 1289 Harbor Rd., pick up 7 LED light poles and fixtures and deliver to 900 Gum St.

## During the month of January, the Electric Department responto the following outages:

01/09/2021 - Between 7:00 a.m. - 9:30 a.m., 920 Bay St., splice burnt out, 1 customer affected.

01/17/2021 – Between 9:05 a.m. – 10:15 a.m., 1217 Spruce St., blown transformer fuse was replaced, 16 customers affected.

01/19/2021 – Between 5:00 p.m. – 5:30 p.m.,3231 River Rd., blown transformer fuse by squirrel, 2 customers affected.

01/28/2021 – Between 6:30 p.m. – 8:30 p.m., 1369 Riviera RD., blown fuse was replaced, 4 customers affected.

01/31/2021 – Between 9:00 a.m. – 11:00 a.m., 1465 River Ln, blown transformer fuse by squirrel, 6 customers affected.

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

NAME	SERVICE ADDRESS	KWH	AMOUNT
St. Johns Landing	1408 N. Orange Ave.	299,720	\$30,022.00
Clay County Jail	901 N. Orange Ave.	249,760	\$22,403.28
BD Of County Commissioner	825 N. Orange Ave.	227,800	\$20,164.40
Kindred Health	801 Oak St.	182,800	\$16,318.40
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	154,600	\$14,616.80
Clay County Court House	825 N. Orange Ave.	116,800	\$10,575.60
National Gypsum Company	1767 Wildwood Rd.	113,600	\$10,355.60
Tamko Roofing Products	914 Hall Park Rd.	112,000	\$11,054.80
Governors Creek #436	803 Oak St.	100,000	\$ 9,968.00
Garber Realty/GMC	3340 Highway 17	76,960	\$ 7,708.08
BD Of Public Instruction	2025 State Road 16	74,400	\$ 8,507.20
City of Green Cove Springs	1277 Harbor Road	72,000	\$ 6,162.80
City of Green Cove Springs	Set Street Lights	66,392	\$ 6,850.37
Clay County Driver's License	477 Houston St.	61,120	\$ 5,966.96
VAC-CON	954 Hall Park Rd.	60,640	\$ 5,755.12
Green Cove Springs Marina	Pier # 11 & 1	42,240	\$ 3,813.52
City of Green Cove Springs	925 S R 16 East South Wwtp	50,320	\$ 4,586.96
Coral Ridge Foods	1165 N Orange Ave.	49,520	\$ 4,610.16
Pegasus Technologies	932 Pilot Dr.	47,760	\$ 4,627.88
BD Of Public Instruction	801 Center St.	42,880	\$ 4,812.24
Direct TV/AT&T Services Inc.	512 Center St.	42,560	\$ 3,823.28
BD Of Public Instruction	Clay High School	37,400	\$ 8,507.20
BD Of Public Instruction	1 N Oakridge Ave	35,040	\$ 5,463.92
BD OF PUBLIC INSTRUCTION	608 Mill St	34,880	\$ 4,418.64

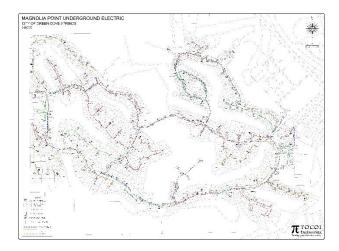
## **Electric Utility Department Capital Projects:**

#### Pole top switch replacement

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

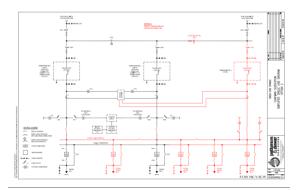
#### **Magnolia Point Reconductor**

The City has provided survey and equipment rating information to Tocoi Engineering. The project is 100% designed. The backbone switchgear and wire have been ordered and received. Work is expected to start in January 2021 with completion by Winter 2021. Work will be completed by City crews with support from contractors as necessary.



#### **Chapman Substation upgrade**

Patterson and Dewar is the City's engineering firm for this project. The transformer has been specified and ordered. Patterson and Dewar is designing the rest of the improvements to the substation as well as SCADA to be installed throughout the system. Design is complete. The construction was awarded to Terry's Electric. They arrived on site the first week of January 2021 to begin work at the substation. The new transformer is set to be delivered February 23, 2021. The project should be complete in July 2021.



#### Chapman 3<sup>RD</sup> Circuit

IRBY Construction began September 21, 2020 and the project is now complete.









#### Chapman 1 / Chapman 2

Express circuit feed project of Chapman 1 to north of Governors Creek (a.k.a. Magnolia Point Third Feed) and Chapman 2 extension to Harbor Rd project have been combined to balance future load requirements north of Governors Creek and to supply additional restoration procedure options involving electric outages north of Governors Creek. Conductor had been installed on Roberts St. for Chapman 1 alternate path. City crews are now working on additional new line on south right of way that will enable Reynolds Park load to be transferred from Chapman 1 circuit to Chapman 2. Materials for this portion of the project are being funded by a DEO Grant.

#### Houston St. re-conductor

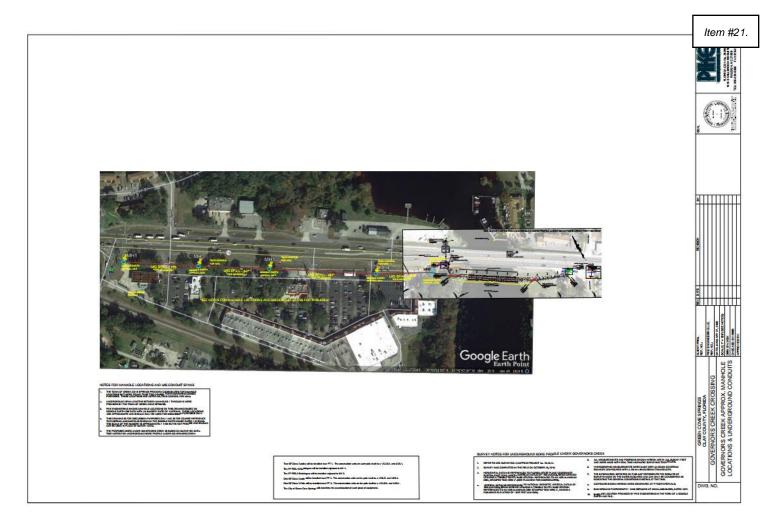
Planning for the reconductoring of Chapman 2 with 477 AAC from Martin Luther King Blvd. to Palmetto Ave. has begun. This will support a second circuit extending north of Governors Creek for restoration involving Magnolia Point, provide an alternate tie between Chapman 1 and Chapman 2 (was not possible before due to conductor size) and support AMMCON, PASS and other future expansion north of Governors Creek. Materials for this project are being funded by a DEO Grant.

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

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

#### **Governors Creek Hardening Project**

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



#### **North and South Substation Improvements**

North and South substation sub-station upgrades have begun with directional bore designs completed to install URD 23KV feeds to substation transformers eliminating the possibility of catastrophic failure in the event of lightning or material failure which could cause conductor to fall into existing bus work.



# Public Works Monthly Executive Summary January 2021

#### **Street Department**

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

- Clean storm drains City Wide.
- Trim back limbs and vegetation on the City right-of-ways.
- Completed installing fiber conduit at the Augusta Savage Center.
- 2 Silt fence inspections.

The Street Department completed 11 additional work orders that pertained to street issues.

#### **Parks Department**

During the month of January, the Parks Department mowed, weed-eated, and edged all areas one time including the DOT right-of-ways, City Parks, and FCT property. Additional activities included:

- Monthly playground equipment inspection and necessary repairs.
- Preparation for Arbor Day.
- Preparation for Martin Luther King Day program at Vera Francis Hall Park,
- we worked the festival and broke down afterwards
- Clean storm drains City Wide.
- Cleaned the pool 4 times.

The Parks Department completed 2 additional work orders outside of their normal daily work schedules.

#### **Equipment Maintenance**

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

#### **Tradesworker**

During the month of January, 29 work orders were completed.

#### **Solid Waste Department**

Cove Life, Litter Cleanup Program & New Services:

- Picked up everything around the rollout cans including large piles of furniture and trash.
- Picked up as much loose trash, palm fronds, and sticks as possible on the streets, along the R.O.W. and ditches regardless of if it is near a container or not.
- Delivered 2 trash cans and 2 recycle bins to new customers
- Delivered 8 blue bins to current customers
- Repaired 2 trash cans.
- Replaced 10 trash cans.

#### This month, the City collected:

- 389.78 tons of Class I garbage (24% increase)
- **16.65** tons of recycling (25% decrease)
- **90.45** tons of yard waste (10% increase)

For comparison during January 2020, the City collected:

- 314.30 tons of Class I garbage
- 22.32 tons of recycling
- <u>82.37</u> tons of yard waste

#### **Water/Wastewater**

- W/WW crews/management had personal interaction with several citizens regarding water/sewer issues.
- Contacted all customers on water and irrigation "Highest Users" report that had unusual consumption (not usually on report)
- Staff continues to refine the scope and financials of the consolidated AWWTP, expanded reclaimed water system, wastewater collection system improvements and water system capital improvements to obtain maximum grant potential, optimize loan conditions and minimize impact to customers.
- W/WW/RW Projects;
  - Design of the improvements to the city's wastewater treatment system (all phases) is complete. In order to maximize grant opportunities, the initial construction phase was split into two pieces, for a total of four phases;
    - Phase I is construction of the on-site reclaimed water system (storage tanks, high service pumps, electrical) at the existing Harbor Road Facility, and rehabilitation of Master Lift Stations #2 and #4. This phase went out to bid in January in two parts plant reclaimed water improvements & lift station #2 & #4. Construction is in progress with the plant portion at approximately 75% completion and lift stations #2 & #4 at 85% completion. The total Phase I cost is \$6,120,600. Staff received \$4,063,425.00 in "Principal Forgiveness" (grant) from FDEP (SRF). **Project Complete June 2020**
    - Phase II:
      - Construction of the new 1.25 million gallon per day (MGD) advanced wastewater treatment plant (AWWTP) at the Harbor Road site.
        - **Construction to begin March 2021**
    - Phase III:

- A new force main from Lift Station #2 diverting the sewage from the South Plant to Harbor Road (all sewage generated in the City will be treated at the new Harbor Road AWWTP).
- Decommissioning and "mothballing" of the South Wastewater Treatment Plant. The permit will remain in place and the plant could be re-commissioned at a later date depending on future activities at the Reynolds site.
- Phase IV (future determined by growth) is a second identical 1.25 MGD AWWTP built at the Harbor Road site.
- Phase V (future determined by growth) is a third identical 1.25 MGD AWWTP built at the Harbor Road site.
- Sanitary Sewer Evaluation Survey (SSES) of the Core City wastewater collection system is complete, including Mittauer final report. Staff utilizes this data daily in evaluating collection system repairs and requests for sewer connections.
- Continuing to work with FDOT on utility relocations associated with the First Coast Expressway.
- Updated Water Rate Study complete.
- Staff and Mittauer have initiated a full review of the future capital needs of the water system. A comprehensive capital improvement program (CIP) has been developed as part of the Water Master Plan. As in the past, timing of these improvements is largely driven by future activities in Reynolds Industrial Park. The city has received an FDEP SRF loan for Planning and Engineering of several of the CIP improvements so that as the need for the improvements occur, the City is ahead of the game and can apply very quickly to SRF for actual construction dollars as "shovel-ready" projects. The total design project cost is \$356,800.00, with a \$178,400.00 (50%) principal forgiveness (grant), leaving an actual loan of \$180,100.00.
- Reynolds Water System Improvements: In May 2020 the City awarded construction of the upgrades to the system to General Underground. The system improvements include;
  - New water mains along two primary streets to remedy fire hydrants that are inadequate.
  - New 12" water main crossing under SR 16 to replace aging mains that endanger the integrity of the road. This will eliminate four existing crossings.
  - New water main along Red Bay Road to eliminate existing aging and leaking pipes. In addition will remedy fire hydrants that are inadequate.
  - New water main and sewer force main extension from Reynolds Park to and across the MOBRO complex. This extension is designed to supply water, fire protection & sewer needs to MOBRO and future developments to the east.
    - The City Manager and staff have applied for a grant to ease the financial burden on MOBRO and the City for this project.
- The City has received grants from the State of Florida Hazard Mitigation Grant Program (HMGP)
  to install auxiliary generators at 17 sewage lift stations, and install generators / raise
  infrastructure at four additional stations. The grant funds 75% of the improvements. This
  project is underway.
- Continued remediation of malfunctioning or out-of-service hydrants.
- Operated and maintained the Harbor Rd. and South Wastewater Treatment Plants as well as the Harbor Rd. and Reynolds Water Treatment Plants to meet the requirements of Regulatory Agencies.
- Continued to make process control adjustments at the Harbor Rd. and South WWTP in efforts to further lower Total Nitrogen and Total Phosphorus levels being discharged to the St. Johns River.
- Continued landscape maintenance at Water and Wastewater Treatment Facilities as well as lift stations.
- Continued preventative maintenance on all treatment facility generators.

- Completed 12 new services.
- Completed 80 water related work orders.
- Completed 25 sewer related work orders.
- Responded to 194 utilities locate requests.

## **TOP 10 WATER CUSTOMERS January 2021**

	Largest		Largest		
(	By Consumption)	(By Dollar Amount)			
Rank	CONSUMER	Rank	CONSUMER		
1	Garden Highway SE LLC	1	Garden Highway SE LLC		
2	Sheriff's Department	2	Sheriff's Department		
3	Kindred Health	3	Kindred Health		
4	Clay county Court House	4	Clay County Court House		
5	Governors Creek #436	5	Governors Creek #436		
6	Premier Surface Design LLC	6	Clay High		
7	Diamond Assisted Living	7	Premier Surface Design		
8	Clay High	8	Diamond Assisted Living		
9	Spring Coin Laundry	9	Green Cove Springs Junior High		
10	A-1 Stone World INC	10	Clay Port INC		

## **TOP 10 IRRIGATION CUSTOMERS January 2021**

	Largest		Largest			
	(By Consumption)	(By Dollar Amount)				
Ran	k CONSUMER	Rank CONSUMER				
1	Vallencourt Construction	1	Vallencourt Construction			
2	National Gypsum Company	2	National Gypsum Company			
3	Sheriff's Department	3	Sheriff's Department			
4	Magnolia Point Investments	4	Magnolia Point Investments			
5	Governors Creek #436	5	AMH Developments Non RES			
6	State Farm Insurance	6	Governors Creek #436			
7	AMH Development NON RES	7	D R Horton INC Jacksonville			
8	D R Horton INC Jacksonville	8	State Farm Insurance			
9	Michael Wright	9	Edgewater Landing HOA of Clay			
10	Magnolia Point Association	10	Michael Wright			

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#### **TOP 10 SEWER CUSTOMERS January 2021**

	Largest	Largest				
(	By Consumption)	(By Dollar Amount)				
Rank	CONSUMER	Rank	CONSUMER			
1	St Johns Landing	1	St. John's Landing			
2	Garden Highway SE LLC	2	Garden Highway SE LLC			
3	Sheriff's Department	3	Sheriff's Department			
4	Kindred Health	4	Kindred Health			
5	Clay County Court House	5	Clay County Court House			
6	Governors Creek #436	6	Governors Creek#436			
7	Premier Surface Design LLC	7	Clay High			
8	Diamond Assisted Living	8	Premier Surface Design LLC			
9	Clay High	9	Diamond Assisted Living			
10	Clay Port INC	10	Clay Port INC			

#### **Wastewater Plant Capacity Status**

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

- Current Loading 0.273 MGD\*, 78% Capacity (December 2020 Annual Average)
- Current & Committed (.033) Loading 0.306 MGD\*, 88% Capacity
- Current, Committed & Requested (0) Loading 0.306 MGD\*, 88% Capacity

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

- Current Loading 0.509 MGD\*, 78% Capacity (December 2020 Annual Average)
- Current & Committed (.092) Loading 0.599 MGD\*, 92% Capacity
- Current, Committed & Requested (0) Loading 0.599 MGD\*, 92% Capacity

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

<sup>\*</sup>MGD = Million Gallons per Day