

# CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, JUNE 15, 2021 – 7:00 PM



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

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

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## AGENDA

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

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 of the Sanitation Department for their work with helping Clay County - **Steve Thomas**
2. FCCMA 75 Year Recognition Certificate - **Sarah Campbell, Town Manager of Orange Park**

### PRESENTATIONS

3. Kimberly Morgan will be sharing a Tourism Update with the Council for all of Clay County

### PUBLIC HEARINGS

4. Second and Final Reading of Ordinance No. O-09-2021, Future Land Use Amendment from Residential Medium Density (RMD) to Residential Professional Office (RPO) for property located at 3 West St. **Michael Daniels**
5. Second and Final Reading of Ordinance No. O-10-2021, Rezoning from R-2 to Residential Professional Office (RPO) for property located at 3 West St. **Michael Daniels**
6. Second and Final Reading of Ordinance No. O-11-2021, Proposed Revisions to the Residential Riverfront (RRF) Zoning District. **Michael Daniels**
7. Second and Final Reading of Ordinance O-13-2021, an Ordinance authorizing staff to refinance in an amount not to exceed \$9,800,000.00 a prior City loan for Electric Infrastructure. **Jim Arnold**

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## 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.

8. City Council approval of, and authorization for the Mayor to execute, **Final** Disbursement Request #14 in the amount of \$20,130.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System. **Mike Null**
9. City Council Approval of Pay Application # 8 For KBT Contracting Corp in the Amount of \$23,912.70 for the Library Building final payment. **Steve Thomas**
10. City Council approval of, and authorization for the Mayor to execute, a Request for Inclusion (RFI) in the amount of \$3,815,700.00 for construction of the Bonaventure Water Plant, to the Florida Department of Environmental Protection (FDEP), Drinking Water Revolving Fund (SRF), loan / grant program. **Mike Null**
11. City Council approval to award Bid # 2021-07 to Jax Utilities Management in the amount of \$35,000.00 for generator installation and station improvements for Lift Station #3 as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP. **Mike Null**
12. City Council approval to award Bid # 2021-08 to Jax Utilities Management in the amount of \$118,000.00 for generator installation and station improvements for Lift Station #6 as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP.
13. City Council approval to award Bid # 2021-09 to Brooks Building Solutions in the amount of \$58,834.80 for installation of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP. **Mike Null**
14. City Council approval of Contractor's Pay Request #1 for Williams Industrial Services, LLC, in the amount of \$669,305.42, 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. **Mike Null**
15. City Council approval of the 2021 Memorial Day - After Action Report. **Kimberly Thomas**
16. City Council approval to Cancel Change Order #4 (water main and sewer force main extension down County Road 315 to US 17 in the amount of \$49,100.00) and increase Change Order #3 in the amount of \$51,000.00 for a total amount of \$170,950.00 for water main and sewer force main



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extension down Wilkes Point Road, to General Underground, under Bid Award LC 2020-06, Reynolds Water System Improvements for a total amount of \$1,631,644.00. *Mike Null*

17. City Council approval of Resolution No. R-09-2021, a Resolution canceling the regularly scheduled meetings of the Green Cove Springs City Council for November 16, 2021 and December 21, 2021. *Erin West*

18. City Council approval of Minutes from 4/20/2021 Regular Session. *Erin West*

### COUNCIL BUSINESS

19. City Council approval of Resolution No. R-08-2021, a Resolution authorizing the issuance of its Electric Utility Revenue Refunding Note, Series 2021 in the principal amount of \$9,800,000 for the purpose of refunding the Electric Utility Revenue Note, Series 2018. *Marlena Guthrie*

20. City Council final approval of the Comprehensive Online Mapping System *Heather Glisson*

21. First reading and approval as to form only of Ordinance O-14-2021 modifying Chapter 66, Solid Waste, of the City Code of Ordinances. *Mike Null*

22. City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.

23. 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.**

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ADA NOTICE

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

### **PUBLIC PARTICIPATION:**

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

### **EXPARTE COMMUNICATIONS**

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

# ICMA Code of Ethics

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The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

*Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in April 2015.*



*Leaders at the Core of Better Communities*



# Florida City and County Management Association

## Strategic Plan 2021-2024

Presented by: Trainnovations®, *Moving Organizations from Better to Brilliant*

Presented to  
The Honorable Board of Directors

By

Trina Pulliam  
President

Melinda Miller  
Strategy and Analytics

April 2021

Trainnovations®

Moving from Better to Brilliant



## Florida City and County Management Association Board of Directors



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Clearwater*



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Sarasota County*



*At-Large Director  
Michael McNees  
City Manager  
Marco Island*



*At-Large Director  
Alan Rosen  
County Manager  
Lake County*



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# STRATEGIC FRAMEWORK



FCCMA

The Florida City and County Management Association's (FCCMA) short and long-term success and competitive environment are key strategic issues addressed in the strategic plan. The goal is to establish a strategy that addresses current and future challenges, leverages advantages and core competencies, and sets the direction for the association and its membership.

The current strategic planning process allows FCCMA Board members to collaboratively develop a strategic blueprint that sets the organizational direction necessary to preserve and enhance its mission. The plan articulates FCCMA's Mission and Core Principles while emphasizing the need to be proactive in order to achieve the mission.

The strategic planning process is the framework by which FCCMA directs staff and committees to ensure that available resources are invested, aligned, and advance FCCMA's members' interest.

While the goal of the strategic planning process is to produce an alignment of FCCMA's resources to achieve the Board's vision for the association, the plan itself will serve as a communication tool to ensure that the full membership understands and can better influence FCCMA's strategic direction.





## Our Aspiration

### *Mission*

To support practitioners of local government and the cities and counties they serve in Florida through innovation, best practices and a strong code of ethics.

## Our Core Purpose

### *Core Principles*

#### **Core Principle #1**

*FCCMA believes local government excellence is best supported through the advancement of professional management.*

#### **Core Principle #2**

*We believe ethics is the foundation for professional management.*

#### **Core Principle #3**

*We believe professional management is promoted and enhanced by the sharing of experiences while embracing inclusion, acceptance and diversity of ideas.*



The FCCMA was incorporated in 1978. It has 606 members among Florida's 411 cities and 67 counties. In addition to city and county leaders there are 80 retired members, 7 Managers in Transition, and 29 student members. FCCMA aims to bring awareness to why Professional Management Matters by highlighting the benefits of having Professional Managers in your local government! The focus is to raise awareness of the impact that professional management brings to city and county government.

### Our Governance

The governing body of FCCMA consists of a fifteen-member Board of Directors. Officers are President, President-elect, and Secretary-Treasurer. Other Board members are the Immediate Past President, 8 District Directors, and 3 At-Large Directors. District and At-Large Directors serve a 2-year term.

### Our Services

FCCMA provides a full range of member services including: conferences, training and development for current and aspiring managers, Managers-in-Transition career support, podcasts and webinars, legislative agenda supporting the interests of local government and scholarships for students in Public Administration.

### Our Strategic Goals

FCCMA has established five strategic Goals that are key to its success in accomplishing its Mission. These goals specifically address how it promotes professional management in local government and best serves the membership.







# GOALS & OBJECTIVES

## **GOAL 1: ENSURE THE FISCAL SUSTAINABILITY OF THE ASSOCIATION**

- OBJECTIVE A** Review the fiscal policies of FCCMA to ensure long-term sustainability no less than every three years.
- OBJECTIVE B** Annually review the services and dues structure to ensure affordability and sustainability.

## **GOAL 2: DEVELOP AND SUSTAIN AN ENGAGED, DIVERSE MEMBERSHIP**

- OBJECTIVE A** Increase the overall membership and diversity of the organization.
- OBJECTIVE B** Apply technology to enhance communication, enhance services provided to the membership and use it as a mechanism for growing membership.
- OBJECTIVE C** Provide regular outreach to MITs through encouragement, support and sharing any known job opportunities.
- OBJECTIVE D** Provide opportunities for the next generation of leaders to get real world education and experience through internships, mentoring and programs.

## **GOAL 3: PROVIDE MEANINGFUL PROFESSIONAL DEVELOPMENT AND TRAINING**

- OBJECTIVE A** Create relevant and appealing programming focused on all phases of a leader's career.
- OBJECTIVE B** Support membership through resources such as training and networking with a focus on leadership development.
- OBJECTIVE C** Develop programs that inspire and encourage innovation within the profession.
- OBJECTIVE D** Leverage technology for quality professional development increasing access, attendance and engagement.
- OBJECTIVE E** Improve the Association's engagement with the State's public and private institutions of higher education through outreach via direct communications, invitations to networking and training events and mentoring opportunities.



**GOAL 4: PROMOTE ETHICAL BEHAVIOR WITHIN GOVERNMENT**

- OBJECTIVE A** Provide ethics education and program opportunities for managers and employees within their organizations.
- OBJECTIVE B** Focus on enhancing public awareness and knowledge of the ethics program for professional managers.

**GOAL 5: DEMONSTRATE THE VALUE OF PROFESSIONAL LOCAL GOVERNMENT MANAGEMENT**

- OBJECTIVE A** Provide resources to members to educate all stakeholders about the value of professional local government management.
- OBJECTIVE B** Develop strategic partners to assist the Association in demonstrating the value of professional management.
- OBJECTIVE C** Partner with the Florida League of Cities and other agencies to develop and manage media and a digital strategy.





# STRATEGIC ANALYSIS



## SWOT Analysis

<b>Strengths</b>	<b>Weaknesses</b>
<ul style="list-style-type: none"> <li>✓ <i>Member Support</i></li> <li>✓ <i>Members</i></li> <li>✓ <i>Training</i></li> <li><i>Communication</i></li> <li><i>Events</i></li> <li><i>Fiscal Management</i></li> <li><i>Management/Staffing</i></li> <li><i>Mission/Vision</i></li> <li><i>Partnerships</i></li> <li><i>Promotion of Profession</i></li> <li><i>Technology</i></li> </ul>	<ul style="list-style-type: none"> <li>✓ <i>Communication</i></li> <li>✓ <i>Member Engagement</i></li> <li>✓ <i>Training</i></li> <li><i>Leadership</i></li> <li><i>Member Retention</i></li> <li><i>Member Support</i></li> <li><i>Membership Diversity</i></li> <li><i>Promotion of Profession</i></li> <li><i>Technology</i></li> </ul>
<b>Opportunities</b>	<b>Threats</b>
<ul style="list-style-type: none"> <li>✓ <i>Promotion of Profession</i></li> <li>✓ <i>Technology</i></li> <li><i>Communication</i></li> <li><i>Membership</i></li> <li><i>Partnerships</i></li> <li><i>Professional Expertise</i></li> <li><i>Training</i></li> </ul>	<ul style="list-style-type: none"> <li>✓ <i>Environmental</i></li> <li>✓ <i>Governance Model</i></li> <li>✓ <i>Perceived Lack of Value</i></li> <li><i>Complacency</i></li> <li><i>Fiscal Management</i></li> <li><i>Political</i></li> </ul>

✓ indicates a priority focus area as identified by the Board of Directors

A SWOT (Strengths, Weaknesses, Opportunities, and Threats) Analysis focuses on the key internal and external factors that may affect FCCMA. It is a way of looking at key influences so that FCCMA can leverage them to its advantage (Strengths and Opportunities) or mitigate its risks (Weaknesses and Threats). The SWOT is not an end-all in itself. Rather it is one additional input to help plan the strategy. It identifies potential obstacles to successfully executing the Mission. It may also uncover unseen possibilities or limitations.





FCCMA

## RECOMMENDATIONS

### Recommendations

Strategic Planning, from a practical perspective, provides guidance in deciding which Strategic Projects bring the most value to the Association thus giving a foundation for allocating resources for projects being requested. This includes funding and work force allocation. Often, the most valuable decision made is to not fund or allocate resources for something that need not be done or that brings little or no value to the Association.

#### **Recommendation 1:**

Review the Goals and Objectives with the FCCMA Committees. Request their input for defining metrics and action plans for each goal relevant to their Committee and its charter.

#### **Recommendation 2:**

Annually, review your Strategy, previous year results and your SWOT to determine how best you can leverage upcoming strengths and opportunities or mitigate threats and weaknesses. Fold these ideas back into collaboration and planning for the coming year.

#### **Recommendation 3:**

At the upcoming Annual Conference, get member input to your services to determine how well their needs are being met. Use this data to improve your Strategic Plan and your services to the membership thus promoting success for FCCMA.





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** June 15, 2021  
**FROM:** Michael Daniels, AICP, Planning & Zoning Director  
**SUBJECT:** Future Land Use Amendment from Residential Medium Density (RMD) to Residential Professional Office (RPO) for property located at 3 West St

### PROPERTY DESCRIPTION

**APPLICANT:** Carolyn Edwards (HFH) **OWNER:** Clay County Habitat for Humanity  
**PROPERTY LOCATION:** 3 West St  
**PARCEL NUMBER:** 017018-003-00  
**FILE NUMBER:** FLUS-21-001  
**CURRENT ZONING:** R-2  
**FUTURE LAND USE DESIGNATION:** RMD

### SURROUNDING LAND USE

**NORTH:** Vacant / Single Family Homes **SOUTH:** Single Family Homes  
**EAST:** Institutional (Green Cove Junior High) **WEST:** Single Family Homes

### BACKGROUND

Habitat for Humanity has applied for a future land use amendment from Residential Medium Density to Residential Professional Office and a concurrent zoning change from R-2 to Residential Professional Office for the subject property. The applicant is proposing building an office on-site, which would be constructed to be compatible with the surrounding uses. Approval of the land use amendment and rezoning would not guarantee approval of the proposed site development.

### PROPERTY DESCRIPTION

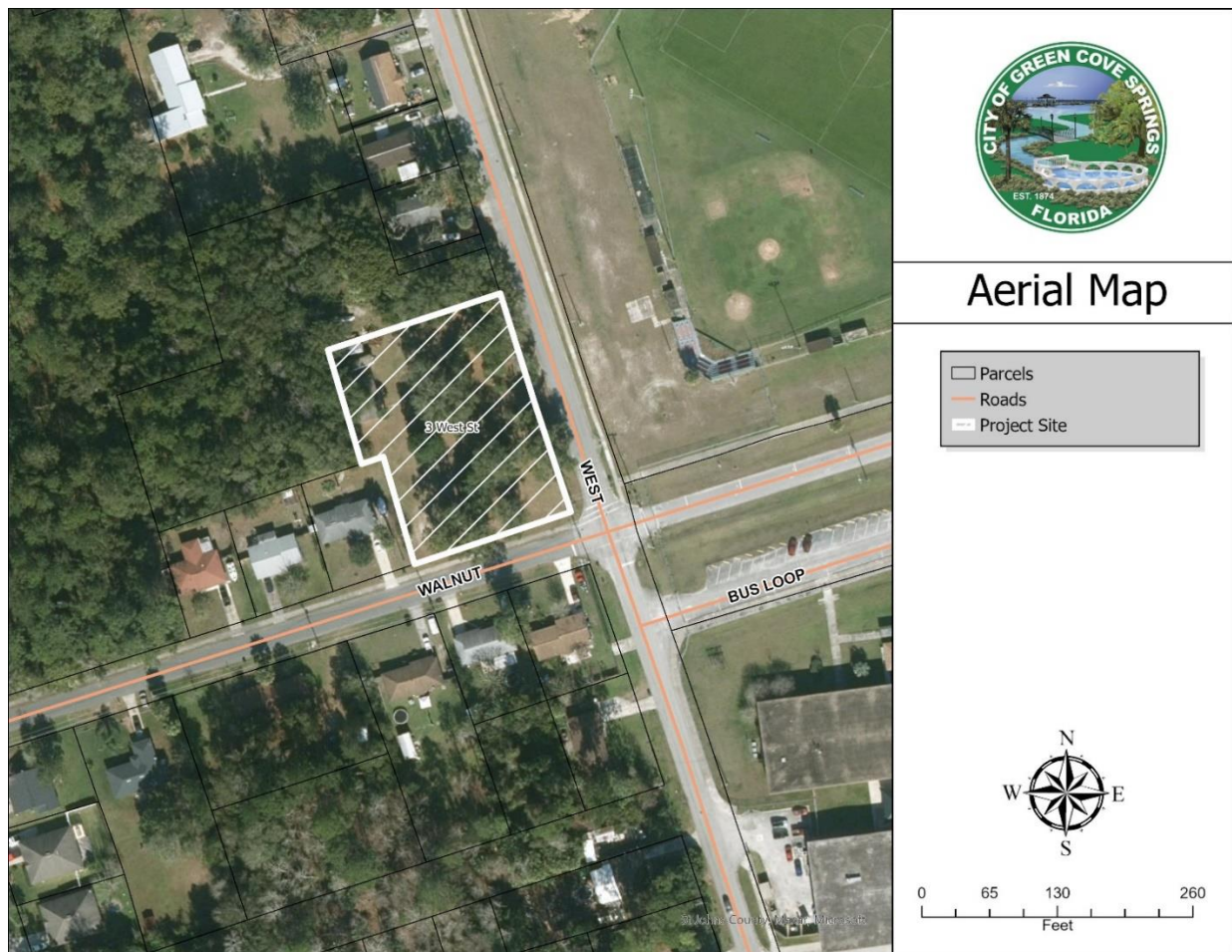
The property is located at the corner of West Street and Walnut Street. It is approximately 0.454 acres. There is a small structure on site noted as a utility building by the Property Appraiser, located in the northwestern corner of the property. A demolition permit was issued for a single-family residence on the property in approximately 2010. The site is partially wooded with a combination of oak and cedar trees. There is a five-foot sidewalk constructed along Walnut Street abutting the property. There is not a sidewalk along West Street, but there is a curb cut into the property from West Street.



Figure 1. Google StreetView Image from Walnut Street (Jan 2019)



Figure 2. Aerial Map



**Table 1.** FLUM Designation Comparison

	Existing	Proposed
<b>FLUM District</b>	Residential Medium Density	Residential Professional Office
<b>Max. Floor Area Ratio / Density</b>	>4 to 8 dwelling units per acre	>4 to 8 dwelling units per acre or commercial FAR of 0.2.
<b>Typical Uses</b>	Duplex dwellings, multi-family dwellings, single-family dwellings, churches, group homes, housing for the elderly and similar uses	Residential, business, professional, medical, and dental offices services. Churches and retail, in limited situations, may also be included

## NEEDS ANALYSIS

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

- 1) Provide a balance of uses that foster vibrant, viable communities and economic opportunities and address outdated development patterns, such as antiquated subdivisions; and,
- 2) Allow the operation of real estate markets to provide adequate choices for residents and business, with the amount of land designated for future use not limited solely by the projected population. The minimum amount of land use required to accommodate at least a 10-year planning period must be included in the comprehensive plan.

**Comment:** This request supports growing demand for commercial space and will increase the variety of spaces available. The Residential Professional Office designation is designed to be compatible with residential development, meaning this low-impact use will add to the variety of the neighborhood and foster economic opportunity.

## URBAN SPRAWL ANALYSIS

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

An evaluation of each primary indicator is provided below.

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

**Evaluation & Findings:** The proposed amendment maintains the existing density of the property (>4 to 8 dwelling units per acre) and will not result in a single-use development. The property will be able to function as an office in the future, if Habitat for Humanity relocated, or the structure could be converted back to a residential use.

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

**Evaluation & Findings:** The project site is located within the Core City of Green Cove Springs and adds to the existing development in the area, thereby reducing development pressure in rural and unincorporated areas.

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

**Evaluation & Findings:** The proposed amendment does not promote development in radial, strip, isolated, or ribbon patterns.

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

**Evaluation & Findings:** The site is not located within a floodplain and does not have significant native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, shorelines, beaches, bays, estuarine systems, and other significant natural systems. There are some trees on site which will be reviewed during site development to determine whether they will be protected or removed / mitigated.

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

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

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

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

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

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

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

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

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

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

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

**Evaluation & Findings:** The proposed application will allow infill development on an under-utilized site.



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

**Evaluation & Findings:** The project site is located within an existing residential and institutional area and will add to the mix of uses in the area.

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

**Evaluation & Findings:** Accessibility to linked or related land uses will not be diminished. Access will be provided off of West Street which is directly across from the school property thereby preserving Walnut Street for residential access.

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

**Evaluation & Findings:** Additional proposed development will not reduce functional open space.

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

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

**Evaluation & Findings:** The project site is located within developed area and thus directs the growth within the urban area.

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

**Evaluation & Findings:** The proposed development will use existing public infrastructure and existing services.

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

**Evaluation & Findings:** N/A

4. Promotes conservation of water and energy.

**Evaluation & Findings:** Development in core urban areas reduces the pressure to develop in areas further outside of the urban areas and uses existing services; the proposed office use will have low water and energy usage.

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

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

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

**Evaluation & Findings:** N/A

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

**Evaluation & Findings:** The proposed site is located near residential uses, adding to the variety in the neighborhood and meeting the need for a low impact development for the neighborhood.

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

**Evaluation & Findings:** N/A

### CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

#### FUTURE LAND USE ELEMENT

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

**Policy 1.4.9:** All developments, especially mixed use development shall be reviewed to assure internal and external compatibility and compatibility with the character of Green Cove Springs.

#### TRANSPORTATION ELEMENT

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

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

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

### PUBLIC FACILITIES IMPACT

#### Traffic Impacts

Land Use <sup>1</sup> (ITE)	Units	Daily		PM Peak	
		Rate	Trips	Rate	Trips
<b>Maximum Development Potential Based on Existing FLU</b>					
Single Family Homes (ITE 820)	3	9.57	29	1.01	3
<b>Total</b>	-	-	<b>29</b>	-	<b>3</b>

Land Use <sup>1</sup> (ITE)	Square Feet	Daily		PM Peak	
		Rate	Trips	Rate	Trips
<b>Proposed</b>					
General Office (ITE 820)	3,920	11.01	43	1.49	6
<b>Total</b>	-	-	<b>43</b>	-	<b>6</b>

1. Source: Institute of Transportation Engineers: Trip Generation Manual 8<sup>th</sup> Edition

**Conclusion:** The proposed maximum development within the RPO Future Land Use Designation on the ±0.454-acre site would result in a potential net increase of over 14 Annual Average Daily Trips (AADT).

### Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	4,032,000
Less actual Potable Water Flows <sup>2</sup>	1,204,000
Residual Capacity <sup>1</sup>	2,828,000
Projected Potable Water Demand from Proposed Project <sup>3</sup>	612
<b>Residual Capacity after Proposed Project</b>	<b>2,827,388</b>

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

2. Source: City of Green Cove Springs Public Works Monthly Operations Report for Water Production – April 2021

3. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (3,920 square feet / 100 square feet) x 0.038 x 2.72 x 150 gal per person

**Conclusion:** The City of Green Cove Springs has available capacity to meet demands from new development and does not anticipate this proposed future land use amendment or rezoning will exceed the City's adopted LOS or permitted capacity.

### Sanitary Sewer Impacts – Harbor Plant

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	650,000
Current Loading <sup>1</sup>	517,000
Committed Loading <sup>1</sup>	92,000
Residual Capacity <sup>1</sup>	41,000
Percentage of Permitted Design Capacity Utilized <sup>1</sup>	94%
Projected Potable Water Demand from Proposed Project <sup>2</sup>	490
<b>Residual Capacity after Proposed Project</b>	<b>40,510</b>

1. Source: City of Green Cove Springs Public Works Department, May 2021 Monthly Report

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (3,920 square feet / 100 square feet) x 0.038 x 2.72 persons per du x 120 gal per person

**Conclusion:** The City of Green Cove Springs has available capacity to meet demands from new development and does not anticipate this proposed future land use amendment or rezoning will exceed the City's adopted LOS or permitted capacity.

### Solid Waste Impacts

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project <sup>1</sup>	33 lbs per day / 6 tons per year
Solid Waste Facility Capacity <sup>2</sup>	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (3,920 square feet / 100 square feet) x 0.038 x 2.72 persons per dwelling unit x 8 lbs. per day) x 365

2. Source: Clay County Comprehensive Plan

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

## STAFF COMMENTS

Staff will recommend West Street for the access point to the development to limit impact to the residential neighborhood surrounding the development. The proposed Future Land Use Amendment was approved unanimously by the Planning and Zoning Commission on 5/26/2021.

Attachments include:

1. FLUM Application
2. Existing FLU map
3. Proposed FLU map

## STAFF RECOMMENDATION

Staff recommends approval of the future land use amendment from RMD to RPO.

## RECOMMENDED MOTION

Motion to approve second and final reading of Ordinance O-09-2021, amending the future land use from Residential Medium Density to Residential Professional Office for property located at 3 West St.

## ORDINANCE NO. O-09-2021

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR ±0.454 ACRES OF PROPERTY LOCATED AT 3 WEST ST, IDENTIFIED AS TAX ID NUMBER 017018-003-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM RMD, RESIDENTIAL MEDIUM DENSITY, TO RPO, RESIDENTIAL PROFESSIONAL OFFICE; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

### RECITALS

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

**WHEREAS**, a duly advertised public hearing was conducted on the proposed amendment on May 25, 2021 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

**WHEREAS**, the City Council considered the recommendations of the LPA at a duly advertised public hearing on June 1, 2021 and June 15, 2021 and provided for and received public participation; and,

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

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

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

#### **Section 1. Findings of Fact and Conclusions of Law.**

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

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

**Section 2. Comprehensive Plan Future Land Use Map Amended.** The Comprehensive Plan Future Land Use Map is hereby amended from Residential Medium Density to Residential Professional Office on Tax Parcel Number 38-06-26-017018-003-00 in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

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

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

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

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



**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 1<sup>st</sup> DAY OF JUNE 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

---

Edward R. Gaw, Mayor

ATTEST:

---

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 15<sup>th</sup> DAY OF JUNE 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

---

Edward R. Gaw, Mayor

ATTEST:

---

Erin West, City Clerk

APPROVED AS TO FORM:

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L. J. Arnold, III, City Attorney

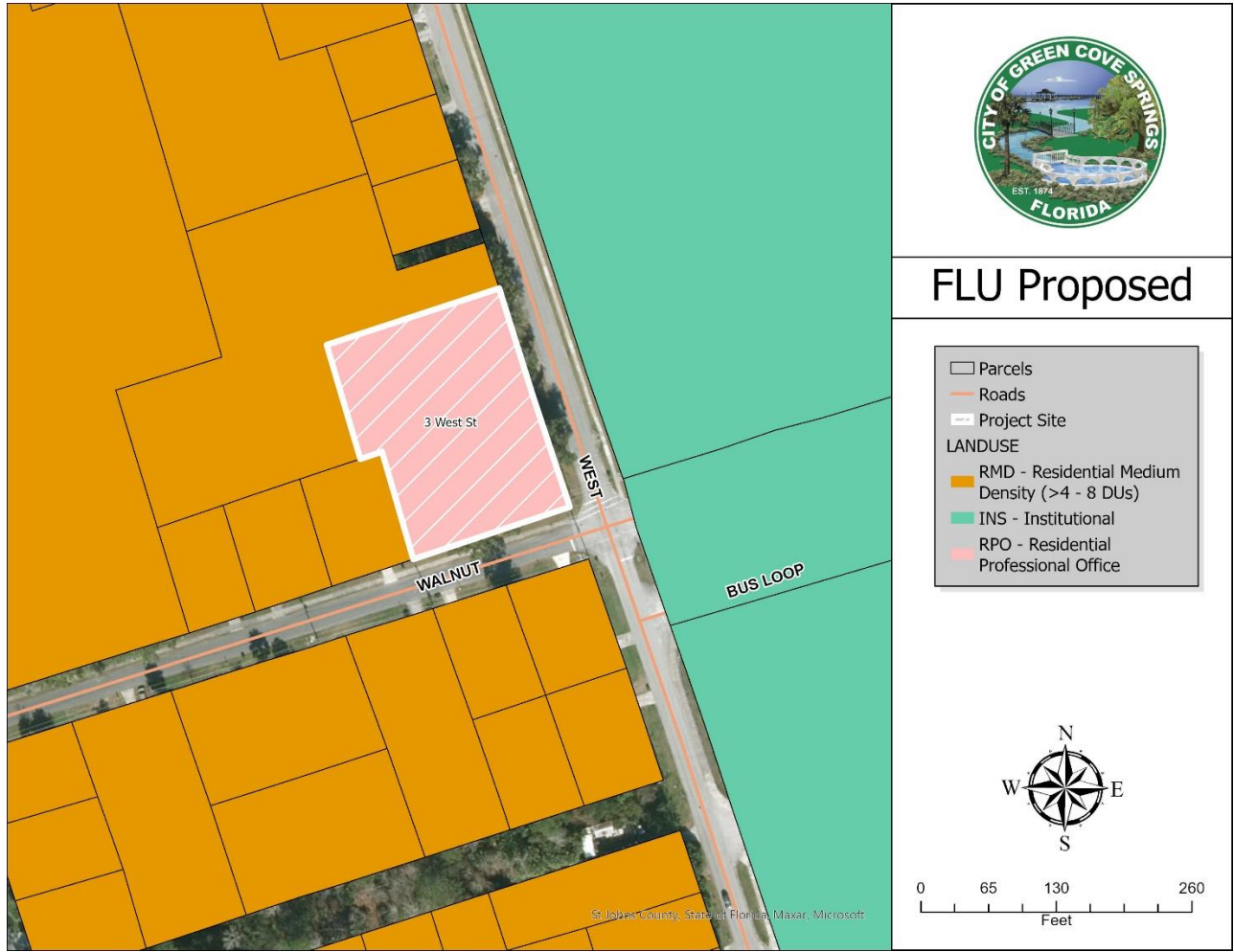
# EXHIBIT “A”

Tax Parcel Number 38-06-26-017018-003-00

## LEGAL DESCRIPTION

LOTS NO. 15, 16, AND 20, AND THE EASTERLY 72.00 FEET OF LOT NO. 19 OF CAMPBELL’S SUBDIVISION OF LOT “A” OF BLOCK 57, OF THE PALMER & FERRIS TRACT IN THE CITY OF GREEN COVE SPRINGS AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, AS RECORDED IN MAP BOOK 6, PAGE 16 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

# EXHIBIT "B"





Item #4.

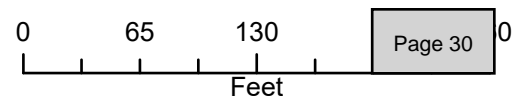
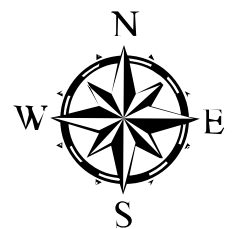
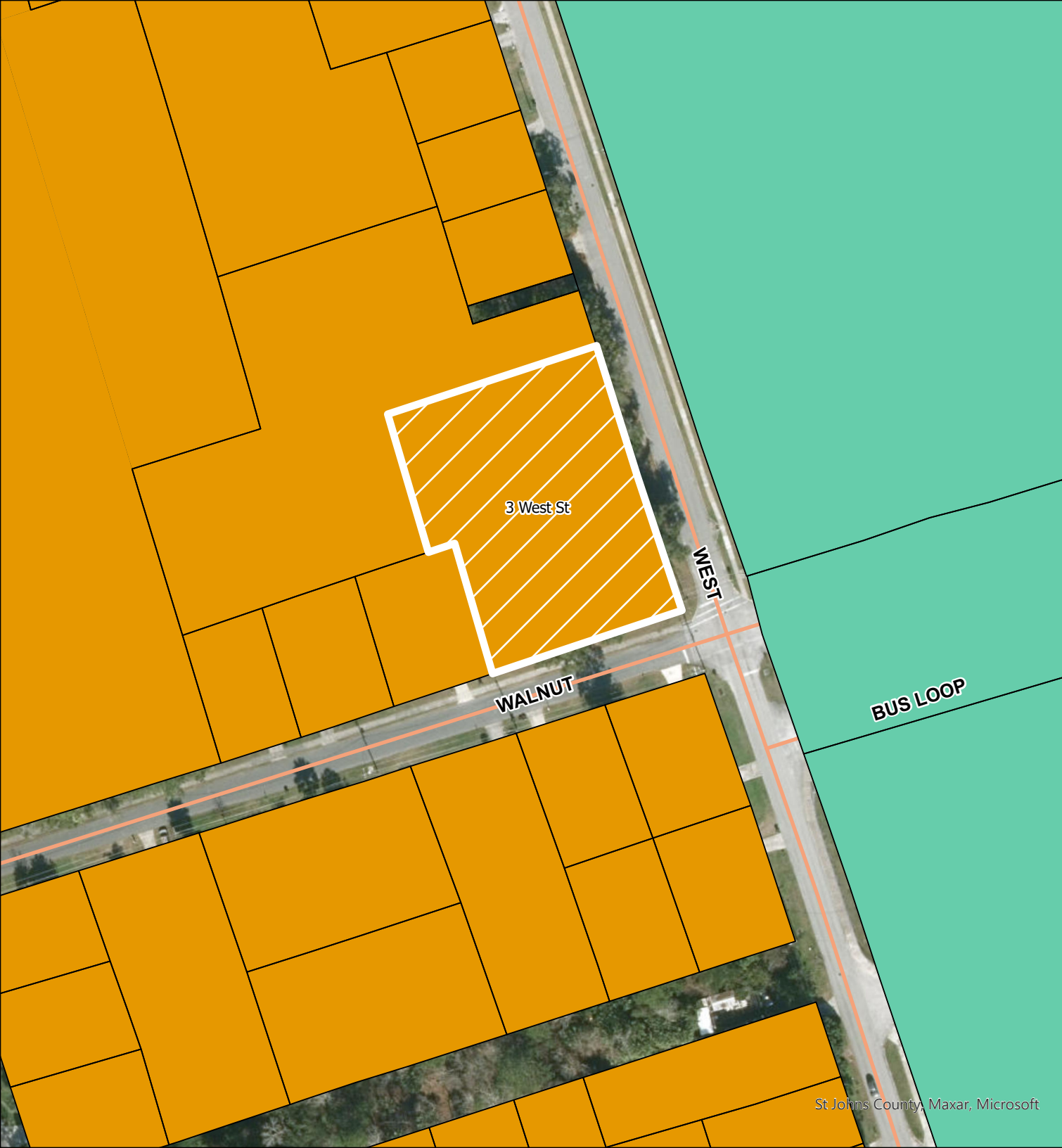
# FLU Existing

Legend:

- Parcels
- Roads
- Project Site

LANDUSE

- RMD - Residential Medium Density (>4 - 8 DUs)
- INS - Institutional





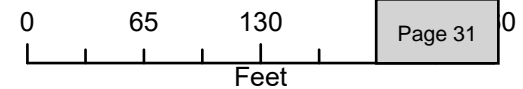
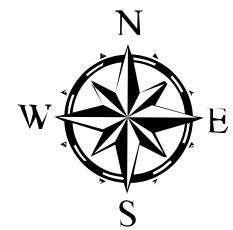
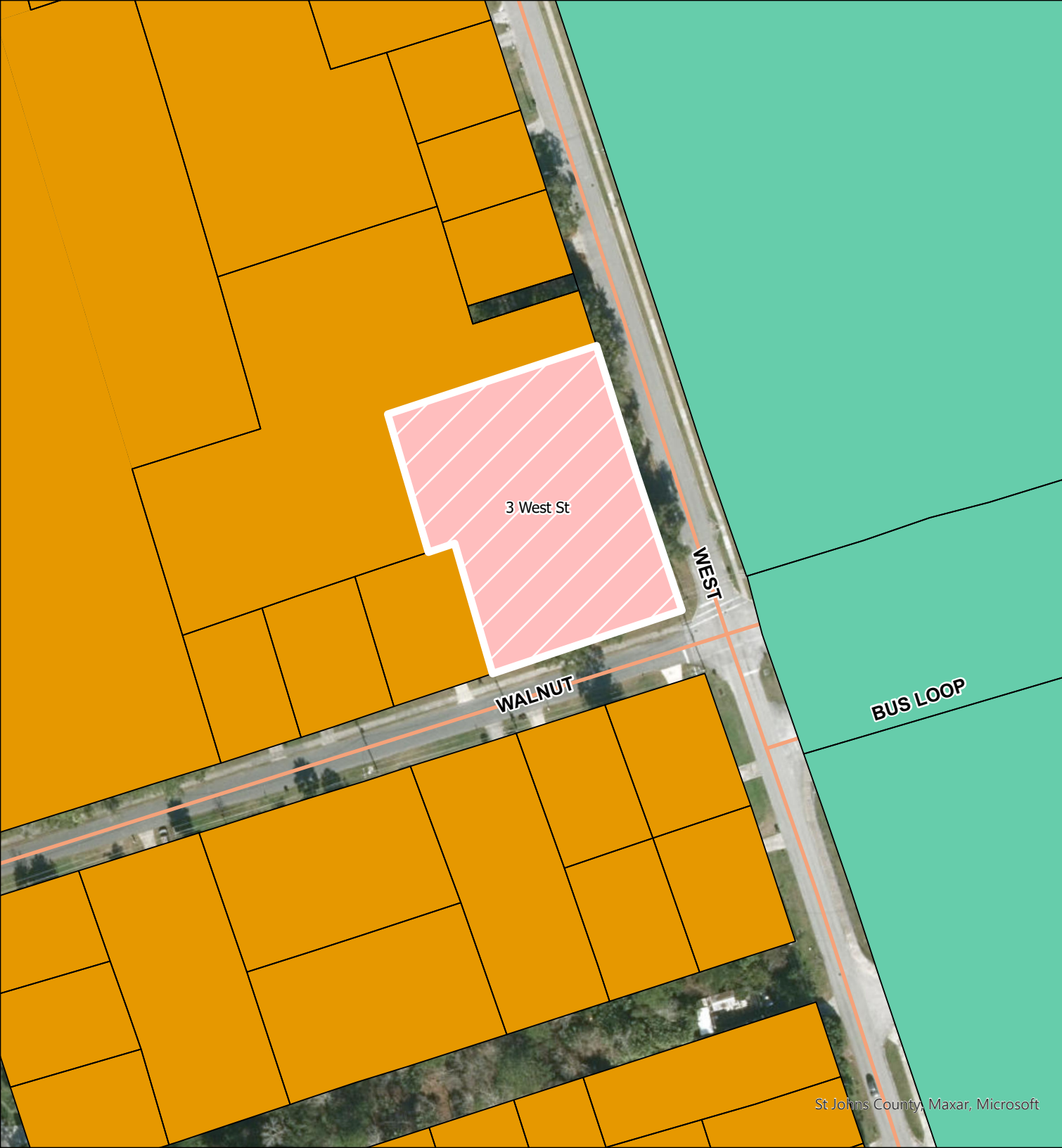
# FLU Proposed

Legend:

- Parcels
- Roads
- Project Site

LANDUSE

- RMD - Residential Medium Density (>4 - 8 DUs)
- INS - Institutional
- RPO - Residential Professional Office







<b>FOR OFFICE USE ONLY</b>		Item #4.
P Z File #	<u>FLUS-21-001</u>	
Application Fee:	<u>750 + 75</u>	
Filing Date:	<u>4/26/21</u> Acceptance Date: _____	
Review Date:	SRDT _____ P & Z _____ CC _____	

## Small Scale Future Land Use Map Amendment Application

### A. PROJECT

1. Project Name: Phase I - Proposed Office Building
2. Address of Subject Property: 3 West Street
3. Parcel ID Number(s): 38-06-26-017018-003-00
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation: RMD
6. Existing Zoning Designation: R-2
7. Proposed Future Land Use Map Designation: RPO
8. Acreage ( must be 10 acres or less): 0.454

### B. APPLICANT

1. Applicant's Status  Owner (title holder)  Agent
2. Name of Applicant(s) or Contact Person(s): Carolyn Edwards Title: Exec Dir  
 Company (if applicable): Clay County Habitat for Humanity, Inc.  
 Mailing address: 1717 Blanding Boulevard  
 City: Middleburg State: Florida ZIP: 32068  
 Telephone: ( ) 904 282-7590 FAX: ( ) \_\_\_\_\_ e-mail: admin@clayhabitat.org
3. If the applicant is agent for the property owner\*  
 Name of Owner (title holder): N/A  
 Mailing address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ e-mail: \_\_\_\_\_

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

### C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property?  
 Yes  No If yes, list names of all parties involved:  
  
 If yes, is the contract/option contingent or absolute?  
 Contingent  Absolute

D. ATTACHMENTS

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

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

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

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

*[Handwritten Signature]*  
 Signature of Applicant  
 Carolyn Edwards, Exec. Dir.  
 Typed or printed name and title of applicant  
 April 20, 2021  
 Date

\_\_\_\_\_  
 Signature of Co-applicant  
 \_\_\_\_\_  
 Typed or printed name of co-applicant  
 \_\_\_\_\_  
 Date

State of Florida County of Clay

The foregoing application is acknowledged before me this 20<sup>th</sup> day of April, 2021, by Carolyn Edwards

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

NOTARY SEAL

*[Handwritten Signature]*  
 Signature of Notary Public, State of Florida  
 Heather J. Stamps



exp. 07/04/2021



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** June 15, 2021  
**FROM:** Michael Daniels, AICP, Planning & Zoning Director  
**SUBJECT:** Rezoning from R-2 to Residential Professional Office (RPO) for property located at 3 West St

### PROPERTY DESCRIPTION

**APPLICANT:** Carolyn Edwards (HFH) **OWNER:** Clay County Habitat for Humanity  
**PROPERTY LOCATION:** 3 West St  
**PARCEL NUMBER:** 017018-003-00  
**FILE NUMBER:** FLUS-21-001 & ZON-21-001  
**CURRENT ZONING:** R-2  
**FUTURE LAND USE DESIGNATION:** RMD

### SURROUNDING LAND USE

**NORTH:** Vacant / Single Family Homes **SOUTH:** Single Family Homes  
**EAST:** Institutional (Green Cove Junior High) **WEST:** Single Family Homes

### BACKGROUND

Habitat for Humanity has applied for a future land use amendment from Residential Medium Density to Residential Professional Office and a concurrent zoning change from R-2 to Residential Professional Office for the subject property. The applicant is proposing building an office on-site, which would be constructed to be compatible with the surrounding uses. Approval of the land use amendment and rezoning would not guarantee approval of the proposed site development.

### PROPERTY DESCRIPTION

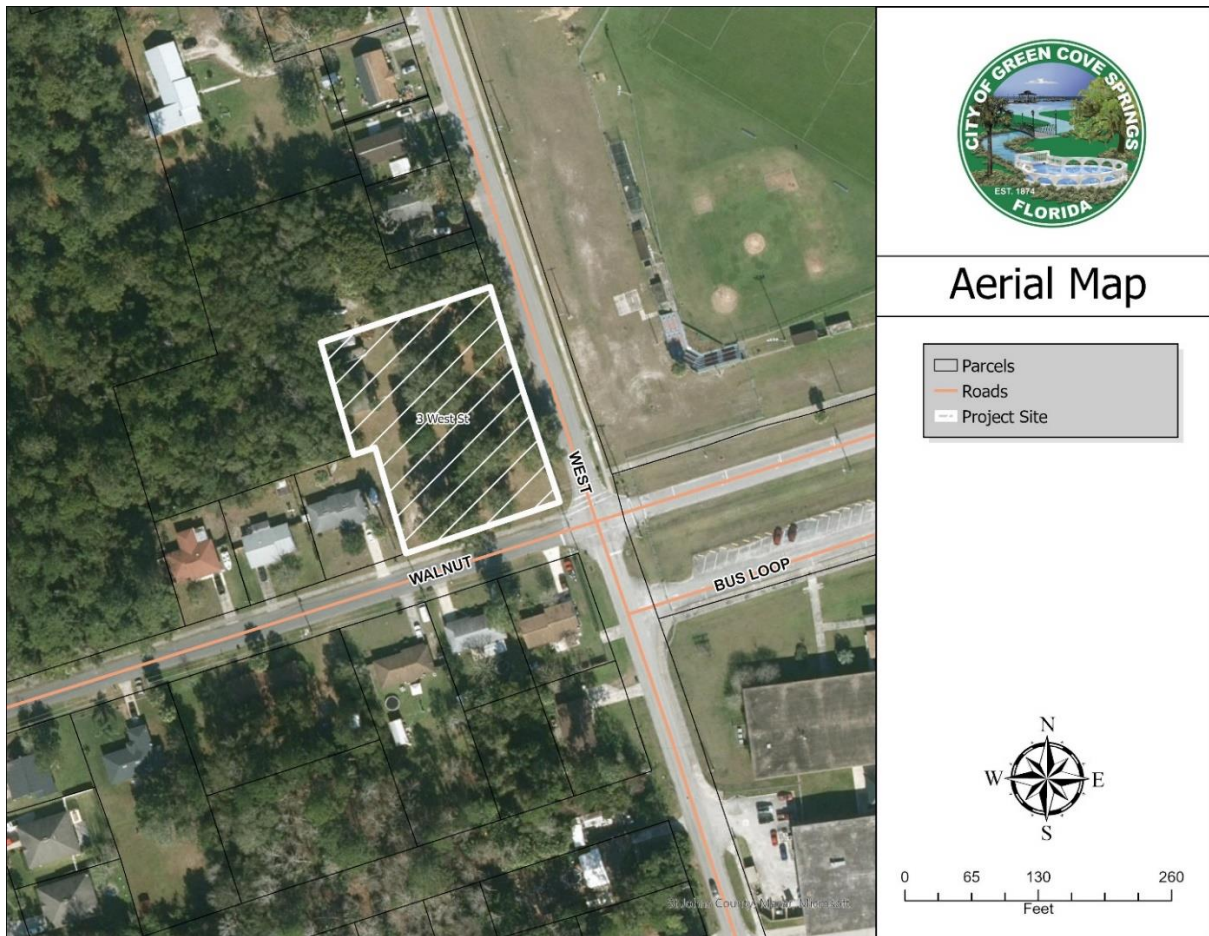
The property is located at the corner of West Street and Walnut Street. It is approximately 0.454 acres. There is a small structure on site noted as a utility building by the Property Appraiser, located in the northwestern corner of the property. A demolition permit was issued for a single-family residence on the property in approximately 2010. The site is partially wooded with a combination of oak and cedar trees. There is a five-foot sidewalk constructed along Walnut Street abutting the property. There is not a sidewalk along West Street, but there is a curb cut into the property from West Street.



Figure 1. Google StreetView Image from Walnut Street (Jan 2019)



Figure 2. Aerial Map



**Table 1.** FLUM Designation Comparison

	Existing	Proposed
<b>FLUM District</b>	Residential Medium Density	Residential Professional Office
<b>Max. Floor Area Ratio / Density</b>	>4 to 8 dwelling units per acre	>4 to 8 dwelling units per acre or commercial FAR of 0.2.
<b>Typical Uses</b>	Duplex dwellings, multi-family dwellings, single-family dwellings, churches, group homes, housing for the elderly and similar uses	Residential, business, professional, medical, and dental offices services. Churches and retail, in limited situations, may also be included

**Table 2.** Zoning District Comparison

	R-2	Residential Professional Office*
<b>Minimum Lot Area</b>	5,000 square feet	6,000 square feet
<b>Minimum Lot Width</b>	50 feet	50 feet
<b>Front Setback</b>	20 feet	20 feet
<b>Rear Setback</b>	10 feet	10 feet
<b>Side Setback</b>	7.5 feet (15' on corner)	7.5 feet (or 10% of lot width, whichever is greater)
<b>Lot Coverage / FAR</b>	35%	0.2
<b>Max Structure Height</b>	35 feet	35 feet
<b>Parking Requirement</b>	2 spaces per home (one in garage and one in driveway)	1 space per 250 square feet of gross floor area

**\*Note:** The Residential Professional Office zoning district also permits attached and detached dwellings by right, and if the property is developed for use as a dwelling instead of commercially, it would be subject to the density controls established in the R-2 zoning district, provided above.

## CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

### FUTURE LAND USE ELEMENT

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

**Policy 1.4.9:** All developments, especially mixed use development shall be reviewed to assure internal and external compatibility and compatibility with the character of Green Cove Springs.



## TRANSPORTATION ELEMENT

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

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

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

## PUBLIC FACILITIES IMPACT

### Traffic Impacts

Land Use <sup>1</sup> (ITE)	Units	Daily		PM Peak	
		Rate	Trips	Rate	Trips
<b>Maximum Development Potential Based on Existing FLU</b>					
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<b>Total</b>	-	-	<b>29</b>	-	<b>3</b>

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<b>Proposed</b>					
General Office (ITE 820)	3,920	11.01	43	1.49	6
<b>Total</b>	-	-	<b>43</b>	-	<b>6</b>

1. Source: Institute of Transportation Engineers: Trip Generation Manual 8<sup>th</sup> Edition

**Conclusion:** The proposed maximum development within the RPO Future Land Use Designation on the ±0.454-acre site would result in a potential net increase of over 14 Annual Average Daily Trips (AADT).

### Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	4,032,000
Less actual Potable Water Flows <sup>2</sup>	1,204,000
<b>Residual Capacity<sup>1</sup></b>	<b>2,828,000</b>
Projected Potable Water Demand from Proposed Project <sup>3</sup>	612
<b>Residual Capacity after Proposed Project</b>	<b>2,827,388</b>

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

2. Source: City of Green Cove Springs Public Works Monthly Operations Report for Water Production – April 2021

3. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (3,920 square feet / 100 square feet) x 0.038 x 2.72 x 150 gal per person

**Conclusion:** The City of Green Cove Springs has available capacity to meet demands from new development and does not anticipate this proposed future land use amendment or rezoning will exceed the City's adopted LOS or permitted capacity.

## Sanitary Sewer Impacts – Harbor Plant

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	650,000
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Committed Loading <sup>1</sup>	92,000
Residual Capacity <sup>1</sup>	41,000
Percentage of Permitted Design Capacity Utilized <sup>1</sup>	94%
Projected Potable Water Demand from Proposed Project <sup>2</sup>	490
<b>Residual Capacity after Proposed Project</b>	<b>40,510</b>

1. Source: City of Green Cove Springs Public Works Department, May 2021 Monthly Report

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (3,920 square feet / 100 square feet) x 0.038 x 2.72 persons per du x 120 gal per person

**Conclusion:** The City of Green Cove Springs has available capacity to meet demands from new development and does not anticipate this proposed future land use amendment or rezoning will exceed the City's adopted LOS or permitted capacity.

## Solid Waste Impacts

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project <sup>1</sup>	33 lbs per day / 6 tons per year
Solid Waste Facility Capacity <sup>2</sup>	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (3,920 square feet / 100 square feet) x 0.038 x 2.72 persons per dwelling unit x 8 lbs. per day) x 365

2. Source: Clay County Comprehensive Plan

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

## STAFF COMMENTS

Staff will recommend West Street for the access point to the development to limit impact to the residential neighborhood surrounding the development. The Planning and Zoning Commission unanimously approved the proposed rezoning on May 26, 2021.

Attachments include:

1. Rezoning Application
2. Existing Zoning map
3. Proposed Zoning map
4. Ordinance O-10-2021

## STAFF RECOMMENDATION

Staff recommends approval of the rezoning from R-2 to RPO.

## RECOMMENDED MOTION

Motion to approve 2<sup>nd</sup> reading of Ordinance O-10-2021, amending the official zoning map from R-2 to Residential Professional Office for property located at 3 West St.

## ORDINANCE NO. O-10-2021

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±0.454 ACRES OF PROPERTY LOCATED AT 3 WEST ST, IDENTIFIED AS TAX ID NUMBER 017018-003-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM R-2, MEDIUM DENSITY RESIDENTIAL, TO RPO, RESIDENTIAL PROFESSIONAL OFFICE; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City approved the Future Land Use Map amendment for the subject property such that it will be designated as RPO, Residential Professional Office on the Future Land Use Map of the City, and

**WHEREAS**, the City has received a request to rezone the subject parcel from R-2 to Residential Professional Office; and

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

**WHEREAS**, a duly advertised public hearing was conducted on the proposed rezoning on May 25, 2021 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA), and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

**WHEREAS**, the City Council considered the recommendations of the LPA at a duly advertised public hearing on June 1, 2021 and June 15, 2021 and provided for and received public participation; and,

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

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

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

**Section 1. Zoning Map Amended.** The Zoning Map is hereby amended for the following property from R-2 to RPO, Residential Professional Office:

Tax Parcel ID# 38-06-26-017018-003-00, in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

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

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

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

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

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 1<sup>st</sup> DAY OF JUNE 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward R. Gaw, Mayor

ATTEST:

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



**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 15<sup>TH</sup> DAY OF JUNE 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward R. Gaw, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

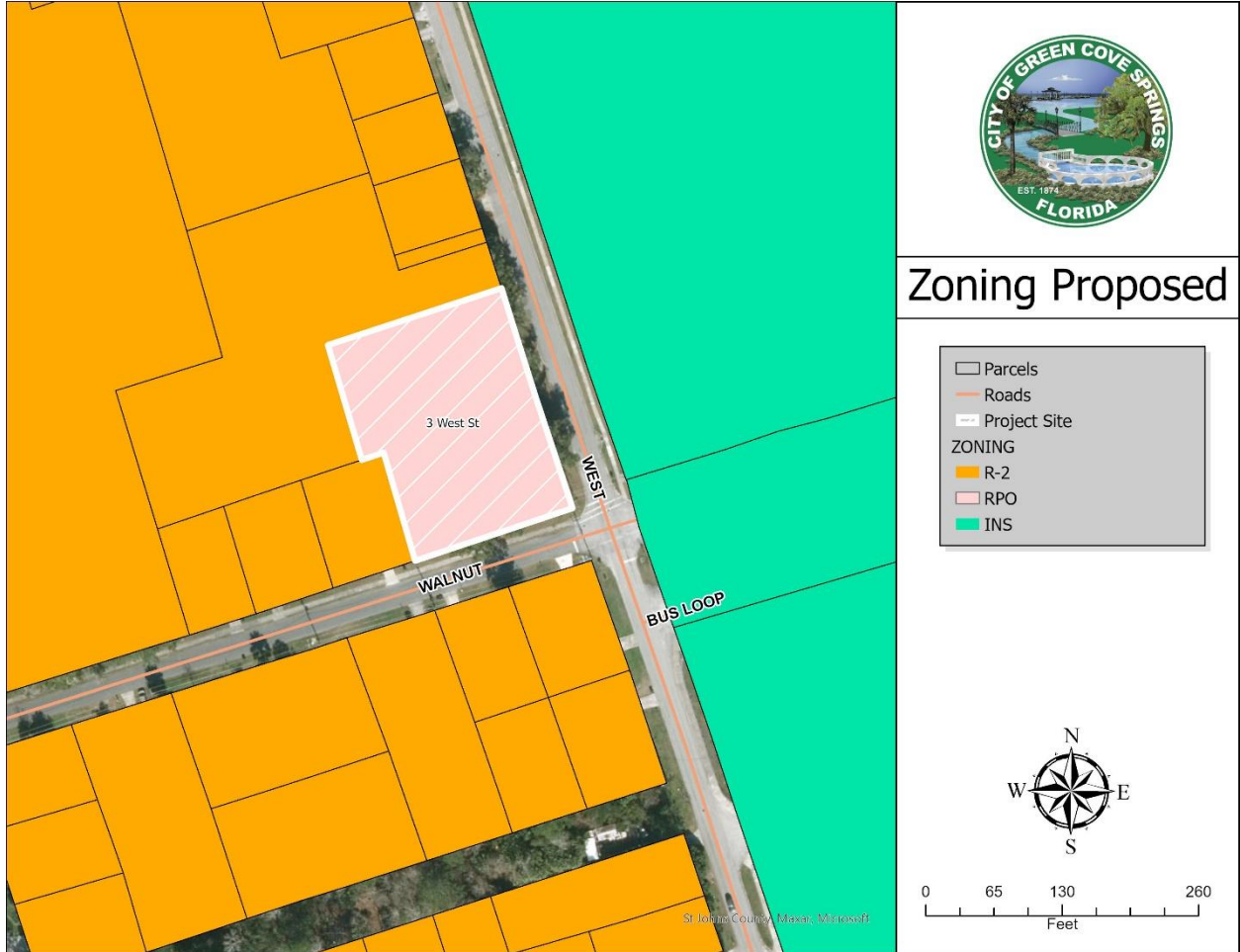
# EXHIBIT “A”

Tax Parcel Number 38-06-26-017018-003-00

## LEGAL DESCRIPTION

LOTS NO. 15, 16, AND 20, AND THE EASTERLY 72.00 FEET OF LOT NO. 19 OF CAMPBELL’S SUBDIVISION OF LOT “A” OF BLOCK 57, OF THE PALMER & FERRIS TRACT IN THE CITY OF GREEN COVE SPRINGS AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, AS RECORDED IN MAP BOOK 6, PAGE 16 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

# EXHIBIT "B"





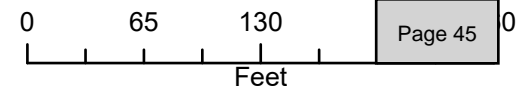
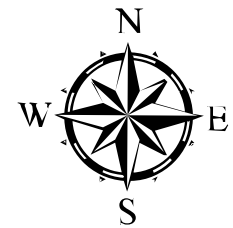
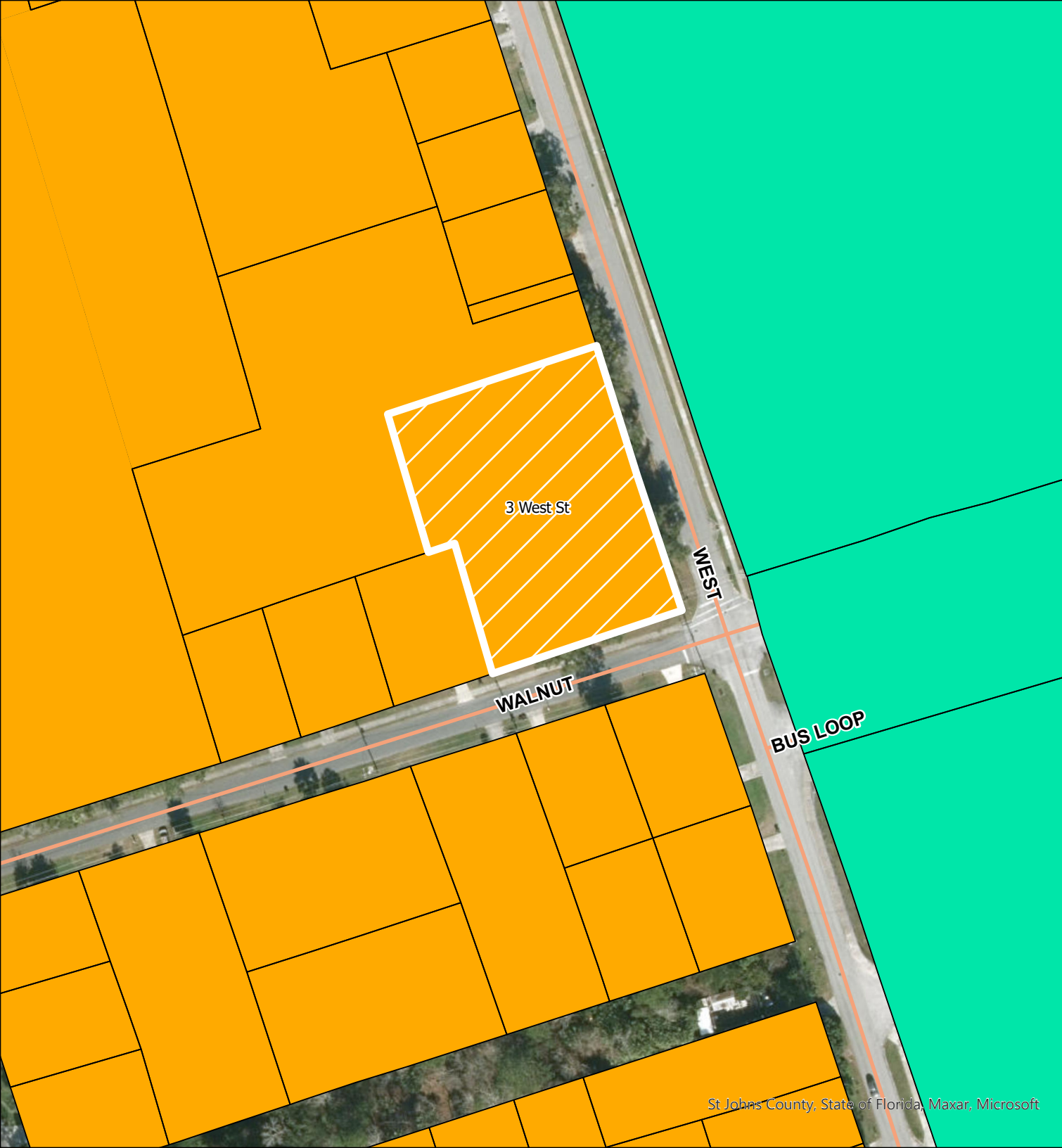
# Zoning Existing

Legend:

- Parcels
- Roads
- Project Site

ZONING

- R-2
- INS







Item #5.

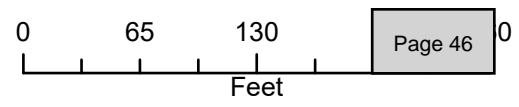
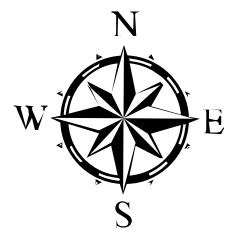
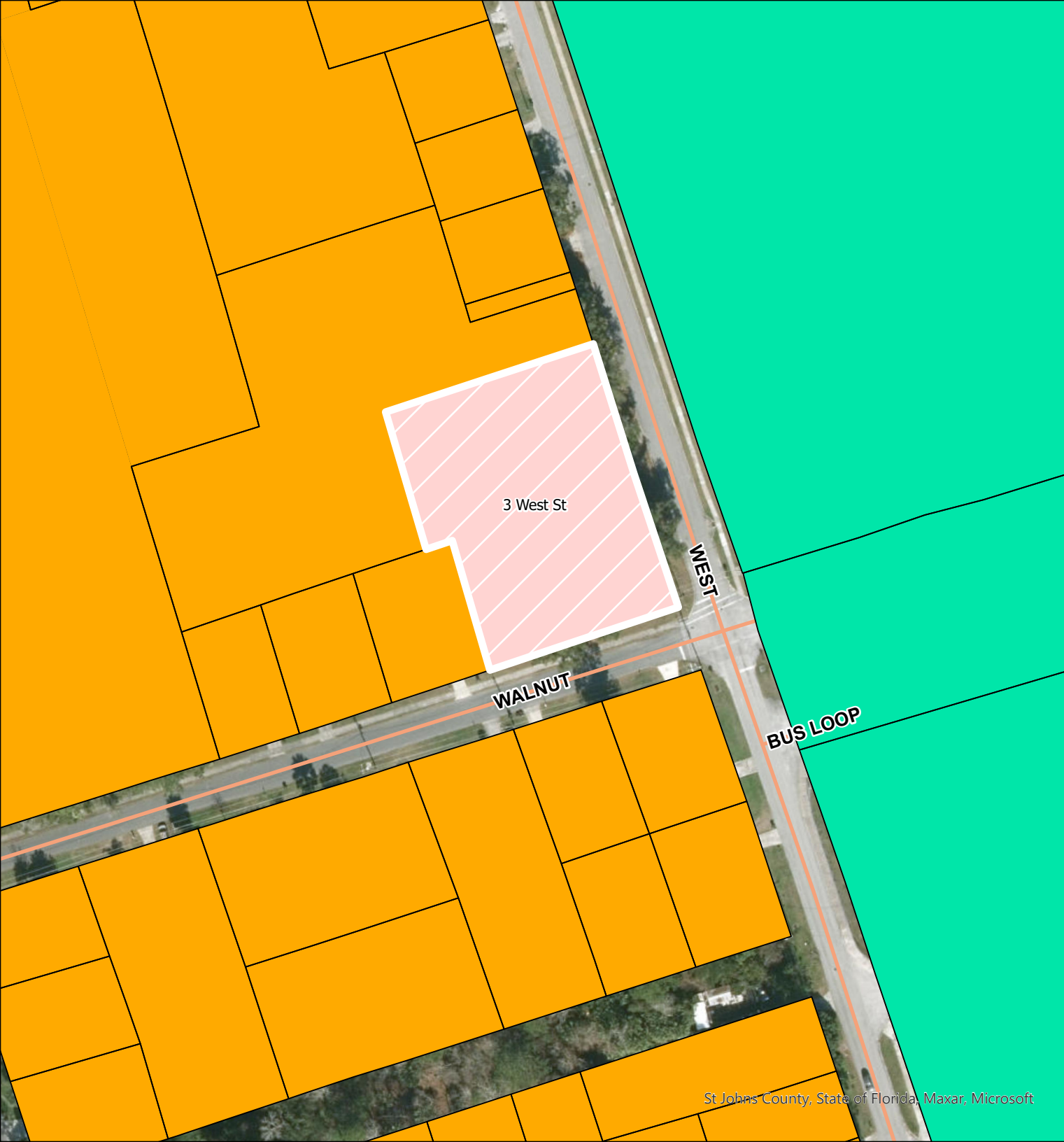
# Zoning Proposed

Legend:

- Parcels
- Roads
- Project Site

ZONING

- R-2
- RPO
- INS





FOR OFFICE USE ONLY

Item #5.

P Z File # ZON-21-001

Application Fee: 750 + 75

Filing Date: 4/26/21 Acceptance Date: \_\_\_\_\_

Review Date: SRDT \_\_\_\_\_ P & Z \_\_\_\_\_ CC \_\_\_\_\_

# Rezoning Application

## A. PROJECT

- 1. Project Name: Phase I - Proposed Office Building
- 2. Address of Subject Property: 3 West Street
- 3. Parcel ID Number(s): 38-06-26-017018-003-00
- 4. Existing Use of Property: Vacant
- 5. Future Land Use Map Designation : RPO
- 6. Existing Zoning Designation: R2
- 7. Proposed Zoning Designation: RPO
- 8. Acreage: 0.454

## B. APPLICANT

- 1. Applicant's Status  Owner (title holder)  Agent
- 2. Name of Applicant(s) or Contact Person(s): Carolyn Edwards Title: Exec Dir  
 Company (if applicable): Clay County Habitat for Humanity, Inc.  
 Mailing address: 1717 Blanding Boulevard  
 City: Middleburg State: Florida ZIP: 32068  
 Telephone: 904 282-7590 FAX: ( ) e-mail: admin@clayhabitat.org
- 3. If the applicant is agent for the property owner\*  
 Name of Owner (titleholder): N/A  
 Mailing address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ e-mail: \_\_\_\_\_

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

## C. ADDITIONAL INFORMATION

- 1. Is there any additional contact for sale of, or options to purchase, the subject property?  
 Yes  No If yes, list names of all parties involved:  
 If yes, is the contract/option contingent or absolute?  
 Contingent  Absolute

D. ATTACHMENTS

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

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

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

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

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Signature of Applicant  
*Carolyn Edwards, Executive Director*  
 \_\_\_\_\_  
 Typed or printed name and title of applicant

\_\_\_\_\_  
 Signature of Co-applicant  
 \_\_\_\_\_  
 Typed or printed name of co-applicant

*April 20, 2021*  
 \_\_\_\_\_  
 Date

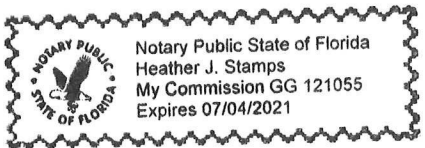
\_\_\_\_\_  
 Date

State of Florida County of Clay

The foregoing application is acknowledged before me this 20th day of April, 2021, by Carolyn Edwards

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

NOTARY SEAL



*exp 07/04/2021*

*Heather J. Stamps*  
 \_\_\_\_\_  
 Signature of Notary Public, State of Florida  
*Heather J. Stamps*



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** June 15, 2021  
**FROM:** Michael Daniels, AICP, Planning & Zoning Director  
**SUBJECT:** Proposed Revisions to the Residential Riverfront (RRF) Zoning District

### BACKGROUND

Staff is proposing the following changes to the Zoning Ordinance:

- a. Add Commercial uses allowed in the C-1 Zoning (and Restaurants with no drive-through) as permitted accessory uses in the RRF Zoning District with the following limitations:
  - (1) The commercial use shall be part of a planned development in which not more than 10 percent of the gross floor area of the residential units (both single-family and multifamily) is devoted to a commercial use which is not otherwise permitted in the underlying use zone. For example, if a 100-unit development contained homes that each had a gross floor area of 2,000 square feet, a commercial use that was no larger than 20,000 square feet could be permitted. In measuring the square footage of the commercial use all features such as setbacks, access, parking, drainage, and landscaping shall be included.
  - (2) The commercial use areas shall be supportive of and/or complementary to the other uses within the planned unit development and scaled to meet the needs primarily of the residents of the project.

Staff has been approached by a developer for the development of a 46-acre parcel located along SR 16 and the St Johns River about the potential development of 20 units per acre condo project. They would also like to have the flexibility to provide a restaurant overlooking the River. In reviewing the zoning regulations, staff found that the RRF Zoning District only allows residential development. As a result, staff is recommending a revision to the Zoning District to allow for limited accessory commercial uses.

The Ordinance revision to the RRF Zoning District was approved unanimously by the Planning and Zoning Commission with the following revisions:

- Increase the percentage of commercial use area to 15% of the gross floor area of residential units that have been completed.
- Clarify language set forth in Sec. 117-747 to ensure that the area for commercial uses is based on the percentage of gross floor that have received their Certificates of Occupancy.

The proposed ordinance is supported by the following goals, objectives, and policies from the City's Comprehensive Plan:

### FUTURE LAND USE ELEMENT



**Objective 1.12**

Green Cove Springs shall consider energy demand, supply, and infrastructure in land use planning.

- Policies 1.12.1 Green Cove Springs shall promote more compact and energy/ resource efficient residential development patterns where the location is in close proximity to transit, work, and services to reduce vehicle miles traveled.
- 1.12.2 The City shall promote integrated land use patterns linking residential and nonresidential areas where feasible.

**Objective 1.4**

The City shall eliminate or reduce those existing and proposed uses which are inconsistent with the City's character as outlined through existing ordinances relating to landscaping, buffering, subdivision, etc. by utilizing the City "Site Development Plan" review process.

- Policies 1.4.8 The City shall promote mixed use development and add mixed use land use categories to its Future Land Use map.

### FISCAL IMPACT

This proposed amendment will support limited mixed use development which will provide additional development options to grow the City's tax base.

### RECOMMENDATION

**Motion** to approve 2<sup>nd</sup> and final reading of Ordinance No. O-11-2021 amending City Code Chapter 117, Article II, Division 5.

**ORDINANCE NO. O-11-2021**

**AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CHAPTER 117 OF THE CITY CODE TO REVISE THE RIVERFRONT RESIDENTIAL ZONING DISTRICT, PROVIDING FOR ACCESSORY COMMERCIAL USES WITHIN THE RIVERFRONT RESIDENTIAL ZONING DISTRICT; PROVIDING FOR THE RENUMBERING OF THE REMAINING SECTIONS WITHIN THIS ZONING DISTRICT; 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; and

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

**WHEREAS**, the City Comprehensive Plan promotes mixed use development and linking residential and non-residential areas where feasible; 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.

**DIVISION 5. - RIVERFRONT RESIDENTIAL LAND USE ZONING CATEGORY**

**Sec. 117-145. - Intent.**

The residential riverfront land use category is intended to provide for multiple-family housing areas with densities of 12 to 20 dwelling units per acre. The development must have a minimum of ten acres and be located on the St. Johns River. It should be situated so that it is well served by public services and have direct access to a collector street or major thoroughfares. Careful attention must be given to traffic generation from this district to minimize impact on single-family districts.

**Sec. 117-146. - Permitted uses.**

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

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

Sec 117-147. –Accessory Uses

- (1) Commercial Uses
  - a. Permitted Uses within the C-1 Zoning District;
  - b. Restaurants without drive through facilities.
- (2) Commercial use(s) shall be a part of a planned development in which not more than 15 percent of the gross floor area of the residential units (both single-family and multifamily) is devoted to a commercial use which is not otherwise permitted in the underlying use zone. For example, if a 100-unit development contained homes that each had a gross floor area of 2,000 square feet, a commercial use that was no larger than 30,000 square feet could be permitted. In measuring the square footage of the commercial use all features such as setbacks, access, parking, drainage, and landscaping shall be included.
- (3) The commercial use areas shall be supportive of and/or complementary to the other uses within the planned unit development and scaled to meet the needs primarily of the residents of the project.
- (4) Building permits for commercial uses may be issued at the percentage of gross floor area of residential units that have received their Certificate of Occupancy as set forth in Sec. 117-147 (2).

Sec. 117-148. - Development criteria.

Any development in the RRF land use category must meet the following development criteria.

- (1) Minimum acreage: Ten acres.
- (2) Maximum density: 20 units per acre.
- (3) Location: A portion of the parcel boundary must be on the St. Johns River.

Sec. 117-149. - PUD (planned unit development) required.

A PUD rezoning, in compliance with section 117-421, is required in order to develop each RRF parcel.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 1st DAY OF JUNE 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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Edward R. Gaw, Mayor

ATTEST:

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Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 18<sup>TH</sup> DAY OF MAY 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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Edward R. Gaw, Mayor

ATTEST:

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Erin West, City Clerk

APPROVED AS TO FORM:

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L. J. Arnold, III, City Attorney



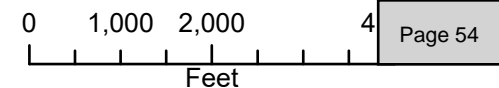
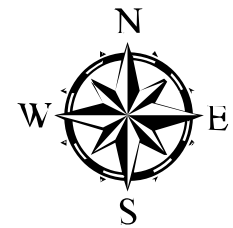
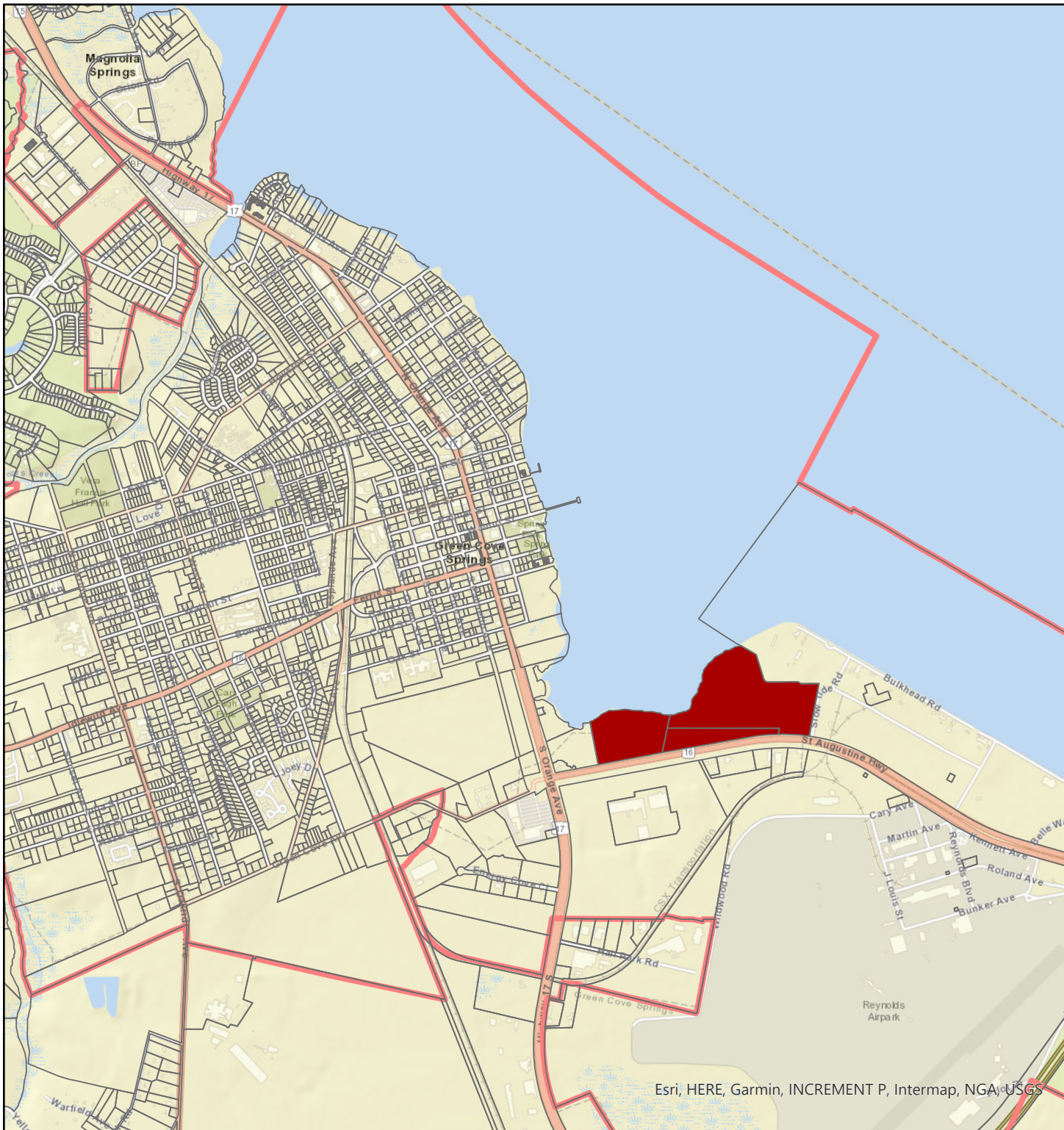
Item #6.

# RRF Zoning District

## ZONING

 RRF

World Street Map



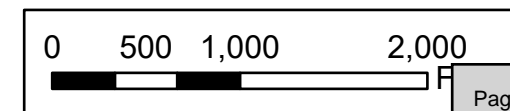
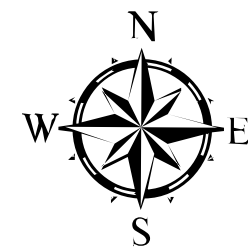




# Residential Riverfront Zoning

Legend:

- Parcels
- Road
- Zoning
- RRF Residential Riverfront





## Sec. 117-227. - Permitted uses.

The following are permitted uses in the commercial medium intensity land use (CMI), C-1 neighborhood commercial zoning category:

- (1) Any use permitted in the RPO, residential professional office category.
- (2) Retail and repair establishments limited to the following: antique shops, art supplies, barbershops and beauty shops, book and stationery shops, cameras and photographic supplies, cigar or smoke shops, clock shops, convenience stores (not including gas pumps), drapery shops, financial institutions without drive-through facilities, florist shops, funeral homes, gift shops, gun sales and repair, hobby and craft shops, interior decorating, jewelry stores, leather shops, locksmiths, luggage shops, office and/or business machines, office and/or business supplies, newsstands, opticians, paint and wallpaper stores, professional offices, shoe repair stores, tailor and/or dressmaker shops, watch repair.

(Code 2001, § 102-147; Ord. No. O-01-2000, § 3.02.02(II)(B)(2), 6-6-2000; Ord. No. O-08-2011, § 6, 12-6-2011)



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** City Council Regular Session **MEETING DATE:** June 15, 2021  
**FROM:** Jim Arnold, City Attorney  
**SUBJECT:** Second and Final Reading of Ordinance O-13-2021, an Ordinance authorizing staff to refinance in an amount not to exceed \$9,800,000.00 a prior City loan for Electric Infrastructure.

### BACKGROUND

On January 23, 2018, The City adopted Ordinance No. O-01-2018, attached hereto, and subsequently passed a Resolution setting forth the terms of the Electric Utility Revenue Note, Series 2018. Due to favorable interest rates, the City may now refinance the loan to save on future interest costs. The new Ordinance subject of this Staff Report authorizes such refinancing in an amount not to exceed \$9,800,000.00.

Council approved Ordinance No. O-13-2021 on First Reading as to Form Only on 6/1/21.

### FISCAL IMPACT

If approved, it is estimated the City will realize approximately \$920,000 of net present value debt service savings (more than \$1 million total cash flow savings), resulting in approximately \$150,000 in savings this year and more than \$70,000 annually through 2033.

### RECOMMENDATION

Approve Ordinance No. O-13-2021 on second and final reading.

## ORDINANCE NO. O-13-2021

**AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AUTHORIZING THE CITY TO BORROW UP TO \$9,800,000.00 FOR REFINANCING THE \$10,700,000.00 LOAN PREVIOUSLY AUTHORIZED BY THE CITY COUNCIL IN ORDINANCE NO. O-01-2018 WHICH WAS FOR IMPROVEMENTS TO AND EXPANSION OF OUR ELECTRIC UTILITY SYSTEM; PROVIDING THAT DETAILS OF THE LOAN BE APPROVED BY SUBSEQUENT RESOLUTION OF THE CITY COUNCIL; AND PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, City Charter Section 2.12 requires adoption of a City Ordinance to authorize the borrowing of money; and

**WHEREAS**, the City has determined that it needs as much as \$9,800,000.00 for refinancing the balance of the loan authorized in City Ordinance O-01-2018; and

**WHEREAS**, the City is authorized to borrow and expend such funds as being in the public interest.

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

**Section 1.** That pursuant to the provisions of City Charter Section 2.12, the City is hereby authorized to borrow a sum not to exceed \$9,800,000.00 to be used for refinancing the loan authorized in City Ordinance O-01-2018.

**Section 2.** The specific details of the loan, including, but not necessarily limited to, the interest rate, type of financing, lender and length of the loan, shall be approved by subsequent Resolution of the City Council.

**Section 3. REPEALER.** Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**Section 4. SEVERABILITY.** The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

**Section 5. EFFECTIVE DATE.** This Ordinance shall become effective upon passage.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ON THIS 1<sup>st</sup> DAY OF JUNE, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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

**ATTEST:** \_\_\_\_\_  
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, THIS 15<sup>th</sup> DAY OF JUNE, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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

**ATTEST:** \_\_\_\_\_  
Erin West, City Clerk

**APPROVED AS TO FORM:**

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



## ORDINANCE NO. O-01-2018

**AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AUTHORIZING THE CITY TO BORROW UP TO \$10,700,000.00 FOR IMPROVEMENTS TO AND EXPANSION OF OUR ELECTRIC UTILITY SYSTEM; PROVIDING THAT DETAILS OF THE LOAN BE APPROVED BY SUBSEQUENT RESOLUTION OF THE CITY COUNCIL; AND PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, City Charter Section 2.12 requires adoption of a City Ordinance to authorize the borrowing of money; and

**WHEREAS**, the City has determined that it needs as much as \$10,700,000.00 for improvements and expansion of our electric utility systems; and

**WHEREAS**, the City is authorized to borrow and expend such funds as being in the public interest.

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

**Section 1.** That pursuant to the provisions of City Charter Section 2.12, the City is hereby authorized to borrow a sum not to exceed \$10,700,000.00 to be used for improvements and expansion of our electric utility system..

**Section 2.** The specific details of the loan, including, but not necessarily limited to, the interest rate, type of financing, lender and length of the loan, shall be approved by subsequent Resolution of the City Council.

**Section 3.** **REPEALER.** Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**Section 4.** **SEVERABILITY.** The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

**Section 5.** **EFFECTIVE DATE.** This Ordinance shall become effective upon passage.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_  
Roy M. Timberlake Jr., Mayor

**ATTEST:** \_\_\_\_\_  
Julia W. Clevinger, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_  
Roy M. Timberlake Jr., Mayor

**ATTEST:** \_\_\_\_\_  
Julia W. Clevinger, City Clerk

**APPROVED AS TO FORM:**

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



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** June 15, 2021

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

**SUBJECT:** City Council approval of, and authorization for the Mayor to execute, **Final** Disbursement Request #14 in the amount of \$20,130.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System.

### BACKGROUND

On June 16, 2016 the City Council approved the Rate Study conducted by Staff and Mittauer & Associates.

On March 21, 2017, Council approved a Task Order with Mittauer & Associates for \$50,000.00 for development of a Water Master Plan.

On June 19, 2018, the City Council approved the Water Master Plan conducted by Staff and Mittauer. The Master Plan included a thorough review of the existing Water Capital Improvement Program (CIP) and resulted in an update to the CIP. As a result of the updated CIP, Staff requested an update to the Water portion of the Rate Study to evaluate financing options and alternatives to CIP financing.

On September 4, 2018, City Council approved a Task Authorization with Mittauer & Associates for \$12,000.00 to update the Water Rate Study.

At the March 5, 2019 City Council meeting Staff and Mittauer presented the updated Water Rate Study which was subsequently approved by the City Council. The City Council directed staff to return with an Ordinance authorizing the borrowing of funds to complete the immediate and future CIP needs. Staff was also directed to draft an RFP to secure a loan for the "Priority 1" immediate need CIP projects.

The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000.00

The Priority 2, Harbor Road, Bonaventure and Magnolia Point Cul-de-sac, total design and construction estimate is \$4,850,000.00.

The Priority 3, Reynolds High Service Pumps & Well 2 design and construction estimate is \$2,500,000.00.

The Priority 4, asbestos concrete (AC) pipe replacement. Design and construction estimate is \$6,620,000.00

The Priority 5, Governors Creek Water Main, design, and construction estimate is \$360,000.00

Design and permitting for Priorities 3-5 cost estimate is \$1,424,000.00

- Total 2019 Water CIP Cost Estimate is \$17,124,000.00

Council approved Ordinance No. O-07-2019 on First Reading as to Form Only on 3/19/19 which authorized staff to borrow up to \$18,000,000.00 for capital improvements to the City's Water System.

Council approved Ordinance No. O-07-2019 on Second and Final Reading on 4/2/19 which authorized staff to borrow up to \$18,000,000.00 for capital improvements to the City's Water System

On 6/18/19 Council approved staff to submit and authorized the mayor to execute a Request for Inclusion (RFI) to the FDEP-SRF Program for \$356,800.00 in funding to design certain capital improvements to the City's Water System to be prepared to move into construction as the needs arise.

On 10/15/2019 Council approved of and authorized the Mayor to execute associated documents for the actual loan application. The FDEP-SRF Program has tentatively approved a 10-year loan with a principal amount of \$356,800.00 with a "loan forgiveness" of 50% which would make the actual loan amount approximately \$178,400.00 (there are some loan fees). Final principal forgiveness and loan percentage rate will be determined at completion of loan processing.

On 1/21/2020 Council approved and the mayor executed the actual loan agreement.

### FISCAL IMPACT

\$20,130.00 from the Water Department CIP Budget

### RECOMMENDATION

Approve of, and authorize the Mayor to execute, **Final Disbursement Request #14** in the amount of \$20,130.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System.

**Disbursement Request Package**  
State Revolving Fund Programs

Item #8.

- 1. Project Sponsor City of Green Cove Springs, Florida
- 2. Project Number DW100102
- 3. Disbursement Request Number 14
- 4. Invoice Period 5/1/2021 through 5/28/2021
- 5. Type of Request: Partial  Final
- 6. Federal Employer Identification Number 59-6000328
- 7. Mail  EFT  Send Remittance to:

(This must match an address setup in MyFloridaMarketPlace.com as the Vendor address).

Wells Fargo Bank N.A. Account#: 2000007820388 | ABA#: 121000248

Account Name: City of Green Cove Springs Utility Fund Savings

City Address: 321 Walnut Street, Green Cove Springs, FL 32043

**Disbursement Details**

(Rounded to the nearest dollar)

	Amount This Request	Total Cumulative
1. Planning and Specialized Studies (attach invoices)	\$	\$
2. Design (attach invoices)	\$ 20,130.00	\$ 412,900.00
3. Construction and Demolition (attach pay estimates)	\$	\$
4. Technical Services during Construction (attach invoices)	\$	\$
5. <u>Other (must be specified in agreement)</u>	\$	\$
6. _____	\$	\$
7. Total cumulative to date		\$ 412,900.00
8.. Disbursements previously requested		\$( 392,770.00 )
9. Amount requested for disbursement	\$ 20,130.00	\$ 20,130.00
	(Total of lines 1 through 6)	(Line 7 minus Line 8)

**\*\* SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: \*\***

**SRF\_Reporting@dep.state.fl.us**



**Authorized Representative's Certification  
of Disbursement Request and Davis-Bacon Certification**

I, Edward Gaw, Mayor ,  
(name of Authorized Representative designated in the agreement)

on behalf of City of Green Cove Springs, Florida , do hereby certify that:  
(name of Project Sponsor)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation which are filed in the Project Sponsor's permanent records.
3. The Project Sponsor is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Project Sponsor is not in default of any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction which is underway have been obtained.
6. If applicable for construction projects, I certify to the best of my knowledge and belief that the above referenced project complies with Davis-Bacon and Related Acts such that all of the laborers and mechanics employed by contractors and subcontractors during the referenced period on the contractors pay applications submitted with this disbursement request were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met.

I also certify that interviews and periodic reviews of a representative sample of the weekly payroll data have been performed to verify that contractors and subcontractors are paying the appropriate wage rate.

I understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

\_\_\_\_\_  
( Signature of Authorized Representative)

Mayor  
\_\_\_\_\_  
(Title)

June 15, 2021  
\_\_\_\_\_  
(Date)

Period of Certification:  
5/1/21 through 5/28/21 DEP  
Agreement No. DW100102

MITTAUER &  
 ASSOCIATES, INC.  
 580-1 WELLS ROAD  
 ORANGE PARK, FL 32073  
 904-278-0030



Invoice 21239

Item #8.

**BILL TO**

City of Green Cove Springs  
 321 Walnut Street  
 Green Cove Springs, FL  
 32043  
 Attn: Mike Null

DATE 06/01/2021	PLEASE PAY <b>\$20,130.00</b>	DUE DATE 06/21/2021
--------------------	----------------------------------	------------------------

**M&A PROJECT NO.**

8905-53-1

DESCRIPTION	AMOUNT
DEP SRF WATER SYSTEM IMPROVEMENTS DESIGN PHASE DEP AGREEMENT NO. DW100102 CITY OF GREEN COVE SPRINGS, FLORIDA P.O. NO. 2721879 & P.O. NO. 2722614 (AMENDMENT NO. 1)	

Engineering services concerning the DEP SRF Water System Improvements, Design Phase project for the City of Green Cove Springs including SRF project manual and drawings submittal, cost estimating, permitting, construction loan RFI, and coordination with the City during the period ending May 28, 2021.

LUMP SUM CONTRACT AMOUNT: \$196,800.00 + \$56,100.00 (AMENDMENT NO. 1) = \$252,900.00

- Item A. Basic Engineering Services - Design Phase, \$170,300 + \$17,500 = \$187,800
- Item B. Topographic Surveying, \$15,000 + \$26,600 = \$41,600
- Item C. Permitting Services, \$5,000
- Item D. Geotechnical Services, \$3,000 + \$2,000 = \$5,000
- Item E. FDEP SRF Administration Services \$3,500
- Item F. Meetings, included above
- Item G. Specialized Studies, \$10,000

AMOUNT PREVIOUSLY INVOICED: \$232,770.00

**Amount Earned This Period** 20,130.00

Thank you for your business.

<b>TOTAL DUE</b>	<b>\$20,130.00</b>
------------------	--------------------

THANK YOU.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REIMBURSEMENT SUMMARY

<b>Sponsor Name:</b>		City of Green Cove Springs, Florida			<b>Payment Request No.:</b>		14	
<b>DEP Agreement No.:</b>		DW100102						
Vendor Name	Invoice Number	Invoice Date	Invoice Amount	Local Share or Other Funding or Amount Not Requested	Requested Amount	Check Number	Category (ie. construction, technical services)	
Mittauer & Associates, Inc.	21239	6/1/2021	\$ 20,130.00	\$ -	\$ 20,130.00		Design Services	
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
<b>Totals:</b>			\$ 20,130.00	\$ -	\$ 20,130.00			

**Summary of Work**  
**DEP SRF Water System Improvements - Design Phase**  
**DEP Agreement No. DW100102**  
**City of Green Cove Springs, FL**  
**M&A Project Nos. 8905-51-1, 8905-53-1 & 8905-55-1**  
**June 15, 2021**

Summary of work for Green Cove Springs Disbursement Request #14 to accompany Mittauer & Associates Invoice No. 21239, consists of:

Invoice No. 21239 DEP SRF Water System Improvements, Design Phase services included SRF project manual and drawings submittal, cost estimating, permitting, construction loan RFI, and coordination with the City. Overall, the project services are 100% complete.





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** City Council Regular Session **MEETING DATE:** June 15.2021  
**FROM:** Steve Thomas  
**SUBJECT:** City Council Approval of Pay Application # 8 For KBT Contracting Corp in the Amount of \$23,912.70 for the Library Building final payment. *Steve Thomas*

### BACKGROUND

City Council approval to enter a contract with KBT Contracting Corp on 6/16/2020 in the amount of \$478,254.00 to build the new library building at Augusta Savage Arts & Community Center. Attached is Pay Application #8 in the amount of \$23,912.70 for final payment.

### FISCAL IMPACT

City Council approval to pay Application #8 to KBT Contracting Corp in the amount of \$23,912.70 for the new library building.

### RECOMMENDATION

City Council Approval of Pay Application # 8 For KBT Contracting Corp in the Amount of \$23,912.70 for the Library Building final payment.

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO Owner: City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043

FROM CONTRACTOR: KBT Contracting Corp

APPLICATION NO: 8  
Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
Lender  
PERIOD FROM: 4/23/2021  
TO: 6/1/2021  
CONTRACT NO.: LC 2020-09

CONTRACT FOR: Augusta Savage Arts & Community Center Library

CONTRACT DATE: 6/16/2020

## CONTRACTOR'S APPLICATION FOR PAYMENT

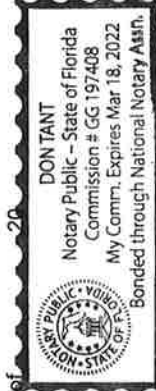
Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown is now due.

- 1. ORIGINAL CONTRACT SUM ..... \$476,826.00
- 2. Net change by Change Orders ..... \$1,428.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$478,254.00
- 4. TOTAL COMPLETED & STORED TO DATE ..... \$478,254.00  
(Column G on G703)
- 5. Retainage: % of Completed Work \$ .....  
a. (Columns D + E on G703) \$ .....  
b. % of Stored Materials \$ ..... 0
- 6. TOTAL EARNED LESS RETAINAGE ..... \$478,254.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$454,341.30
- 8. CURRENT PAYMENT DUE ..... \$23,912.70
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE.. \$0.00  
(Line 3 less Line 6)

CONTRACTOR: KBT Contracting Corp  
By: [Signature] Date: 6/3/2021  
Rebecca Timmons, President

State of: Florida County of: Duval  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: [Signature]  
My Commission expires: 3-18-2022



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the OWNER that to the best of the Architects' knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... 23,912.70  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT or CONSTRUCTION-MANAGER: [Signature] Date: 6-7-2021

This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,428.00	
Total approved this month		
TOTALS	\$1,428.00	\$0.00
TOTAL CHANGES by Change Order		

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 8

APPLICATION DATE: 3-Jun-21

PERIOD FROM: 23-Apr-21

TO: 1-Jun-21

ARCHITECT'S PROJECT NO: Bid No. LC2020-09

Augusta Savage Arts & Community Center Library

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G / C	H BALANCE TO FINISH C - G	I RETAINAGE
		VALUE	Applications	Previous Applications							
1	Mobilization	\$20,000.00		\$20,000.00				\$20,000.00	100.00%	\$0.00	\$1,000.00
2	General Conditions	\$47,682.00		\$47,682.00				\$47,682.00	100.00%	\$0.00	\$2,384.10
3	Slab with Termite	\$40,255.00		\$40,255.00				\$40,255.00	100.00%	\$0.00	\$2,012.75
4	Plumbing	\$31,021.00		\$31,021.00				\$31,021.00	100.00%	\$0.00	\$1,551.05
5	Electrical	\$40,850.00		\$40,850.00				\$40,850.00	100.00%	\$0.00	\$2,042.50
6	HVAC	\$32,500.00		\$32,500.00				\$32,500.00	100.00%	\$0.00	\$1,625.00
7	Sound System	\$6,467.00		\$6,467.00				\$6,467.00	100.00%	\$0.00	\$323.35
8	Data Controls	\$15,567.00		\$15,567.00				\$15,567.00	100.00%	\$0.00	\$778.35
9	Fire Alarm	\$16,867.00		\$16,867.00				\$16,867.00	100.00%	\$0.00	\$843.35
10	Exterior Wall Frame, Sheeting	\$21,000.00		\$21,000.00				\$21,000.00	100.00%	\$0.00	\$1,050.00
11	Interior framing, Insulation	\$11,771.00		\$11,771.00				\$11,771.00	100.00%	\$0.00	\$588.55
12	Truss installation, decking	\$45,984.00		\$45,984.00				\$45,984.00	100.00%	\$0.00	\$2,299.20
13	Entry Columns and trims	\$5,817.00		\$5,817.00				\$5,817.00	100.00%	\$0.00	\$290.85
14	Windows	\$3,534.00		\$3,534.00				\$3,534.00	100.00%	\$0.00	\$176.70
15	Roofing	\$12,829.00		\$12,829.00				\$12,829.00	100.00%	\$0.00	\$641.45
16	Soffits	\$3,950.00		\$3,950.00				\$3,950.00	100.00%	\$0.00	\$197.50
17	Exterior Doors	\$6,200.00		\$6,200.00				\$6,200.00	100.00%	\$0.00	\$310.00
18	Stucco	\$16,032.00		\$16,032.00				\$16,032.00	100.00%	\$0.00	\$801.60
19	Exterior Painting	\$3,000.00		\$3,000.00				\$3,000.00	100.00%	\$0.00	\$150.00
20	Gutters	\$7,839.00		\$7,839.00				\$7,839.00	100.00%	\$0.00	\$391.95
21	Fire Barrier Drywall	\$5,617.00		\$5,617.00				\$5,617.00	100.00%	\$0.00	\$280.85
22	Drywall	\$15,777.00		\$15,777.00				\$15,777.00	100.00%	\$0.00	\$788.85
23	Acoustical Ceiling	\$6,656.00		\$6,656.00				\$6,656.00	100.00%	\$0.00	\$332.80
24	Wall Tiles	\$4,800.00		\$4,800.00				\$4,800.00	100.00%	\$0.00	\$240.00
25	Interior Doors	\$24,570.00		\$24,570.00				\$24,570.00	100.00%	\$0.00	\$1,228.50
26	Millwork	\$7,808.00		\$7,808.00				\$7,808.00	100.00%	\$0.00	\$390.40
27	Interior Painting	\$5,100.00		\$5,100.00				\$5,100.00	100.00%	\$0.00	\$255.00
28	Flooring	\$9,283.00		\$9,283.00				\$9,283.00	100.00%	\$0.00	\$464.15
29	Appliances	\$1,000.00		\$1,000.00				\$1,000.00	100.00%	\$0.00	\$50.00
30	Specialties (Ballet bars, mirrors, lockers, fire extinguishers)	\$5,850.00		\$5,850.00				\$5,850.00	100.00%	\$0.00	\$292.50
31	Labor to install client supplied specialties	\$1,200.00		\$1,200.00				\$1,200.00	100.00%	\$0.00	\$60.00
32	Change Order #1	\$1,428.00		\$1,428.00				\$1,428.00	100.00%	\$0.00	\$7
Totals		\$478,254.00		\$478,254.00		\$0.00	\$0.00	\$478,254.00	\$1.00	\$0.00	\$23,91

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

Contract Number: LC 2020-09

Date of Contract Award: 6/16/2020

Project Title: Augusta Savage Arts & Community Center Library

Project Location: 1105 Martin Luther King Jr, Blvd., Green Cove Springs, FL 32043

IN WITNESS WHEREOF, This release has been executed this 2<sup>nd</sup> day of June 2021.

  
( Witness Signature)

Company Name: KBT Contracting Corp

BY 

NAME: Rebecca E. Timmons

TITLE: President

CERTIFICATE

I, certify that I am a Notary in the State of Florida and that Rebecca E. Timmons  
(Name)  
who signed said release on behalf of the contractor was then President of said corporation;  
(Title)  
that said release was duly signed for and in behalf of said corporation by authority of its  
governing body and is within the scope of its corporate powers.

  
Notary Seal





**FINAL WAIVER AND RELEASE OF LIEN**

The undersigned lienor, in consideration of the final payment paid in full, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to KBT Contracting Corp. on the job of Augusta Savage Library Renovations to the following property:

**1105 Martin Luther King Jr Blvd  
Green Cove Springs FL 32043**

DATED on this 1 day of June, 2021.

LIENOR:  
**Barry Parker Plumbing, Inc.**

  
\_\_\_\_\_  
Signature


Barry E Parker  
\_\_\_\_\_  
Printed Name and Title

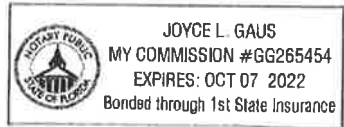
7107 Beach Blvd, Jacksonville FL 32216  
\_\_\_\_\_  
Address

(904) 722-2145  
\_\_\_\_\_  
Telephone Number

State of Florida  
County of Duval

Sworn to and subscribed before me this 1 day of June, 2021

  
\_\_\_\_\_  
Notary Public



Personally known X or produced identification \_\_\_\_\_  
Identification \_\_\_\_\_

*NOTE: This is a Statutory form prescribed by Section 713.20, Florida Statutes. A person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.*



Foundation Building Materials  
Founded on Principle • Built with Purpose

**FINAL WAIVER AND RELEASE OF LIEN**

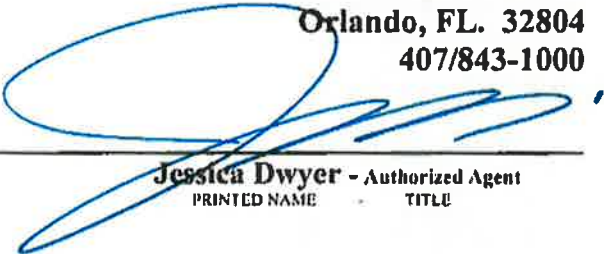
The undersigned lienor, in consideration and receipt of payment in the amount of \$10.00  
hereby waives and releases its lien and rights to claim of lien for labor, services or

materials furnished to (CUSTOMER) PRO ACOUSTICS DRYWALL  
on the job of (OWNER OF PROPERTY) CITY OF GREEN COVE SPRINGS

To the following described property:  
1105 MARTIN LUTHER KING, AUGUSTA SALVAGE, GREEN COVE SPRINGS FL 32043

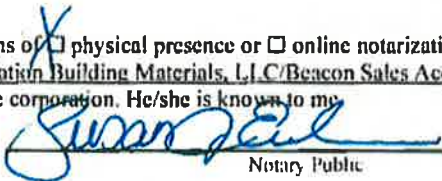
Dated on June 3, 2021

**Foundation Building Materials, LLC/  
Beacon Sales Acquisition, Inc. DBA Allied Interior Products  
1924 W. Princeton Street  
Orlando, FL. 32804  
407/843-1000**

  
\_\_\_\_\_  
**Jessica Dwyer - Authorized Agent**  
PRINTED NAME TITLE

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization  
this June 3, 2021 by Jessica Dwyer, Authorized Agent of Foundation Building Materials, LLC/Beacon Sales Acquisition, Inc.  
DBA Allied Interior Products, a FL corporation, on behalf of the corporation. He/she is known to me.

  
\_\_\_\_\_  
Notary Public

*NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.*

- ORLANDO • 1924 WEST PRINCETON STREET • ORLANDO, FLORIDA 32804 • (407) 843-1000 • (800) 273-5511
- ORANGE CITY • 2121 SR 472 • DELAND, FLORIDA 32724 • (386) 775-2300 • (800) 544-1659
- JACKSONVILLE • 6695-100 COLRAY COURT • JACKSONVILLE, FLORIDA 32258 • (904) 260-8400
- TAMPA • 2001 N. 40TH STREET • TAMPA, FLORIDA 33605 • (813) 242-8800
- SARASOTA • 1688 GLOBAL COURT • SARASOTA, FLORIDA 34240 • (941) 926-4494 • (877)562-7461
- NAPLES • 6190 SHIRLEY STREET • NAPLES, FLORIDA 34109 • (239) 431-2472 • (239) 513-1390



# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

961586

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials, invoiced to FSDB INC on the job of CITY OF GREEN COVE SPRINGS (owner), to the following described property:

1107 MARTIN LUTHER KING JR BLVD, GREEN COVE SPRINGS, NEW BUILDING BOND  
RECORDED IN OR BOOK 4336 PAGE 619 AUGUSTA SAVAGE ARTS & COMMUNITY CENTER  
LIBRARY CONST LOT 9 BLOCK 32, CLAY COUNTY FLORIDA MORE PARTICULARLY  
DESCRIBED IN OR BOOK 4337 PAGE 1895

DATED on JUNE 1, 2021

R S ELLIOTT SPECIALTY SUPPLY INC-NF  
ATTN: ACCOUNTS RECEIVABLE  
2551 MERCY DR  
ORLANDO FL 32808

By:   
ZACHARY EVANS

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 1 day of JUNE, 2021 by ZACHARY EVANS (name of person making statement).





Signature of Notary Public - State of Florida

Print, type or stamp name of notary public

Personally Known OR  Produced Identification

Type of Identification Produced \_\_\_\_\_

*This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.*

# GULFEAGLE SUPPLY

Item #9.

DISTRIBUTORS  
ROOFING AND SHEET METAL PRODUCTS

## FINAL WAIVER OF LIEN

Whereas, the undersigned GULFSIDE SUPPLY, INC. d/b/a GULFEAGLE SUPPLY has been heretofore employed by  
KBT CONTRACTING CORP  
to furnish certain labor or material, or both, for the building owned and located at GREEN COVE LIB

1107 MARTIN LUTHER KING JR BLVD  
GREEN COVE SPRINGS, FL 32043-2300

Now, therefore, the undersigned, for a good and valuable consideration, the receipt which is hereby acknowledge, does hereby waive and release unto the owner of said premises any and all lien, right of lien, or claim of lien as to the above described building and real estate, only on account of such labor or material, or both, furnished for the incorporated into said building by the undersigned prior to the date hereof. This lien waiver is not perfected until the remittance has cleared the bank.

Executed this 1st day of June, 2021

Branch: GULFEAGLE SUPPLY-JACKSONVILLE, FL 02

By: [Signature]

Title: FINANCIAL SERVICES MANAGER

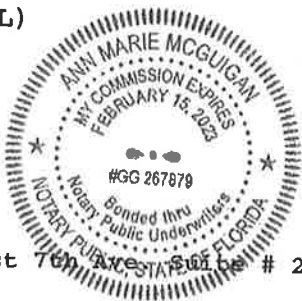
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this 1st day of June, 2021 before me, Tom Fava who acknowledged himself/herself to be the FINANCIAL SERVICES MANAGER of GULFSIDE SUPPLY, INC. d/b/a GULFEAGLE SUPPLY a Florida corporation, and that he/she, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by the signing the name of the corporation by himself/herself such as GULFSIDE SUPPLY, INC. d/b/a GULFEAGLE SUPPLY by means of physical presence or online notarization.

In witness whereof, I hereunto set my hand and official seal. Personally known to me or who has produced a \_\_\_\_\_ as identification, ID # \_\_\_\_\_ and who did/did not take an oath.

(SEAL)



NOTARY PUBLIC

[Signature]

State of

Florida

at large

2900 East 7th Ave, Suite # 200 ~ Tampa, Florida 33605 ~ (813) 636-9040 ~ Fax (813) 549-1812





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** June 15, 2021

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

**SUBJECT:** City Council approval of, and authorization for the Mayor to execute, a Request for Inclusion (RFI) in the amount of \$3,815,700.00 for construction of the Bonaventure Water Plant, to the Florida Department of Environmental Protection (FDEP), Drinking Water Revolving Fund (SRF), loan / grant program.

### BACKGROUND

On June 16, 2016 the City Council approved the Rate Study conducted by Staff and Mittauer & Associates.

On March 21, 2017, Council approved a Task Order with Mittauer & Associates for \$50,000.00 for development of a Water Master Plan.

On June 19, 2018, the City Council approved the Water Master Plan conducted by Staff and Mittauer. The Master Plan included a thorough review of the existing Water Capital Improvement Program (CIP) and resulted in an update to the CIP. As a result of the updated CIP, Staff requested an update to the Water portion of the Rate Study to evaluate financing options and alternatives to CIP financing.

On September 4, 2018, City Council approved a Task Authorization with Mittauer & Associates for \$12,000.00 to update the Water Rate Study.

At the March 5, 2019 City Council meeting Staff and Mittauer presented the updated Water Rate Study which was subsequently approved by the City Council. The City Council directed staff to return with an Ordinance authorizing the borrowing of funds to complete the immediate and future CIP needs. Staff was also directed to draft an RFP to secure a loan for the "Priority 1" immediate need CIP projects.

The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000.00

The Priority 2, Harbor Road, Bonaventure and Magnolia Point Cul-de-sac, total design and construction estimate is \$4,850,000.00.

The Priority 3, Reynolds High Service Pumps & Well 2 design and construction estimate is \$2,500,000.00.

The Priority 4, asbestos concrete (AC) pipe replacement. Design and construction estimate is \$6,620,000.00

The Priority 5, Governors Creek Water Main, design, and construction estimate is \$360,000.00

Design and permitting for Priorities 3-5 cost estimate is \$1,424,000.00

- Total 2019 Water CIP Cost Estimate is \$17,124,000.00

Council approved Ordinance No. O-07-2019 on First Reading as to Form Only on 3/19/19 which authorized staff to borrow up to \$18,000,000.00 for capital improvements to the City's Water System.

Council approved Ordinance No. O-07-2019 on Second and Final Reading on 4/2/19 which authorized staff to borrow up to \$18,000,000.00 for capital improvements to the City's Water System

On 6/18/19 Council approved staff to submit and authorized the mayor to execute a Request for Inclusion (RFI) to the FDEP-SRF Program for \$356,800.00 in funding to design certain capital improvements to the City's Water System to be prepared to move into construction as the needs arise.

On 10/15/2019 Council approved of and authorized the Mayor to execute associated documents for the actual loan application. The FDEP-SRF Program has tentatively approved a 10-year loan with a principal amount of \$356,800.00 with a "loan forgiveness" of 50% which would make the actual loan amount approximately \$178,400.00 (there are some loan fees). Final principal forgiveness and loan percentage rate will be determined at completion of loan processing.

On 1/21/2020 Council approved and the mayor executed the actual loan agreement.

The design of the three projects (Harbor Road Ground Storage Tank #1, Magnolia Point Cul-de Sacs, and Bonaventure Water Plant) is now complete and the process of closing the loan is in progress. This request for inclusion is to be considered for a loan / grant to construct the Bonaventure Water Plant.

Construction of the Bonaventure Water Plant will increase pressure and volume to the higher elevations of the core city and Magnolia Point. It may eliminate the need to increase the line size of most of the cul-de-sacs in Magnolia Point. If it doesn't, the project is fully designed and permitted and is "shovel-ready".

Applying for the loan will not commit the City to constructing the plant. There is some turmoil in the utility construction market due to availability of materials, costs of materials, vendor commitments and labor shortages. The loan approval process will take approximately six months, and a full review of market conditions will take place at that time.

**FISCAL IMPACT**

\$3,500,000.00 from the Water Department CIP Budget

**RECOMMENDATION**

Approve of, and authorize the Mayor to execute, a Request for Inclusion (RFI) in the amount of \$3,815,700.00 for construction of the Bonaventure Water Plant, to the Florida Department of Environmental Protection (FDEP), Drinking Water Revolving Fund (SRF), loan / grant program.



# Florida Department of Environmental Protection

Item #10.

## REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST

Drinking Water State Revolving Fund Program  
Douglas Building, 3900 Commonwealth Blvd, Tallahassee, Florida 32399-3000

The information contained in this Request for Inclusion (RFI) application is used to determine project eligibility and priority scoring. The priority score is used to rank projects for placement on the State Revolving Fund (SRF) priority list. Only projects placed on the fundable portion of the priority list receive consideration for a loan. Please note that costs incurred before the adoption of the project on the fundable portion of the priority list at a public meeting are not eligible for reimbursement. The loan service fee, based on a percentage of the loan amount, will be determined in accordance with 62-552.200(18), F.A.C.

**Please Note:** This application must be completed in its entirety before it can be processed to determine sponsor eligibility.

### 1. Applicant's Name and Address.

Project Sponsor: City of Green Cove Springs Contact Person: Mike Null Title: Asst. City Mgr.

321 Walnut Street

(street address)

Green Cove Springs

(city)

Clay

(county)

32043

(zip code)

(904) 297-7500      3324

(telephone)

(ext.)

mnull@greencovesprings.com

(e-mail)

Contact Person Address (if different): \_\_\_\_\_  
(street address) (city) (state) (zip code)

### 2. Name and Address of Applicant's Consultant (if any).

Firm: Mittauer & Associates, Inc. Contact Person: Jason R. Shepler, P.E. Title: VP-Environ. Services

580-1 Wells Road

(street address)

Orange Park

(city)

32073

(zip code)

(904) 278-0030

(telephone)

(ext.)

jshepler@mittauer.com

(e-mail)

### 3. Type of Loan Requested in this Application. Select only one loan category.

Planning Loan <input type="checkbox"/>	Design Loan <input type="checkbox"/>	Planning and Design Loan <input type="checkbox"/>	Construction Loan <input checked="" type="checkbox"/>
--	--------------------------------------	---	---

Select Type of Project: Design/Bid/Build  Design/Build (D/B)  Construction Manager at Risk (CMAR)

Eligibility for a Loan. In order to be considered for a priority listing, the following conditions must be met:

- The respondent to this solicitation must qualify as a "project sponsor" as defined in 62-552.200(26), F.A.C.;
- The minimum construction loan amount is \$75,000;
- The project sponsor must agree to submit biddable plans and specifications within 1-year after being placed on the fundable portion of the priority list to qualify for a combined planning and design loan; and

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# REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST

Item #10.

- The project is part of a public water system as defined in 62-552.200(27), F.A.C., and may include drinking water supply, storage, transmission, treatment, disinfection, distribution, residuals management, and appurtenant facilities.

**4. Principal Forgiveness Percentage (PF%).** Is project sponsor eligible for a loan with principal forgiveness? Yes  No   
(see eligibility requirements below). All applicants must complete a. and b. below.

a. Is project sponsor applying for a planning and/or design loan with principal forgiveness? Yes  No . If yes, then PF 50%.  
*Only a sponsor that directly qualifies as a financially disadvantaged small community is eligible for a planning and/or design loan with principal forgiveness.*

b. Is project sponsor applying for a construction loan with principal forgiveness? Yes  No . If yes, then calculate PF% using the formula:  $PF\% = 1760/9 - 160 \times (MHI/SMHI) - 7/4500 \times P$ . All applicants must complete 1. through 5. below.

1. Median household income (MHI): 49969 (per recent ACS 5-yr estimate U.S. Census Bureau or verifiable estimates)

2. State median household income (SMHI): 50883 (per recent ACS 5-year estimate U.S. Census Bureau)

3. Population (P) served: 8750 (no. of service connections x persons/connection, include proposed connections)

4. Calculated PF% for a construction loan: 0.2481851 min/max PF% is highlighted below

*20% principal forgiveness if MHI < SMHI and P ≥ 10,000 or 0% if MHI ≥ SMHI, unless sponsor is specifically exempted.*

*A maximum of 50% principal forgiveness if the sponsor is connecting a disadvantaged community or has a separate water system as defined below.*

5. Select Type of Project Sponsor:

Disadvantaged/Small  Disadvantaged Only  Separate or Connecting Disadvantaged/Small  Other

Please note that the calculated PF% is an estimate and the actual percentage will be determined by the Department.

*The maximum principal forgiveness percentage for a construction loan is 90% and the minimum is 20%.* A qualifying sponsor is eligible to receive a maximum 50% principal forgiveness for the costs to complete an asset management plan in accordance with 62-552.700(7), F.A.C., if part of a construction loan. The amount of loan available with principal forgiveness for a project is dependent upon allocated funds for the fiscal year.

Eligibility for a loan with principal forgiveness. In order to be considered for a loan with principal forgiveness, the following conditions must be met:

- The project sponsor must qualify as a financially disadvantaged small community public water system as defined in Rule 62-552.200, F.A.C., unless the sponsor is specifically exempted from this requirement.
- The median household income (MHI) of the sponsor's service area must be less than the state median household income (SMHI) as reported from the most recent census data or from verifiable estimates, unless the sponsor is specifically exempted from this requirement.
- The population (P) of the sponsor's service area must be less than 10,000 (including future connections proposed by the project), unless the sponsor is specifically exempted from this requirement.
- The project sponsor shall have only one open loan with principal forgiveness. A loan shall be considered open until the final disbursement has been paid by the department.
- A sponsor that connects less than 250 residential private wells or connects an existing public water system with less than 250 service connections is eligible for a construction loan with principal forgiveness up to a maximum of 50% if the connected community qualifies as financially disadvantaged.
- A sponsor that owns and operates a separate, non-interconnected, public water system that qualifies as a financially disadvantaged small community, regardless of the number of systems owned and operated by the sponsor, is eligible for a construction loan with principal forgiveness for that system up to a maximum of 50%.
- A financially disadvantaged community with a population of 10,000 or more is eligible for a construction loan with 20% principal forgiveness if dollars are available after funding all eligible financially disadvantaged small community systems.

**5. Interest Rate Percentage.**

The interest rate for a loan with the Department is determined using the formula:

$$\% \text{ of MR} = 40 \times (MHI/SMHI) + 15$$

$$\% \text{ of MR} = \text{Percentage of Market Rate.}$$

Calculate and complete the % of MR below:

% of MR for a loan: 0.542814 min/max % of MR is highlighted below

*(35% < % of MR < 75%)*



# REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST

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Please note that the calculated % of MR is an estimate and the actual interest rate will be determined by the Department. The market rate shall be established using the Thomson Publishing Corporation’s “Bond Buyer” 20-Bond GO Index. Projects with a drinking water supply component as defined in 403.8532(9)(a), F.S. or a water conservation component per 62-552.300(1)(e)1.d.; and sponsors with an accepted/implemented asset management plan may qualify for additional interest rate reductions in accordance with 62-552.300(6)(b), F.A.C. Interest rate reductions are also available for implementation of EPA’s Davis-Bacon (DB) and American Iron & Steel (AIS) requirements. The interest rate for a loan shall not be less than zero percent.

**6. Base Priority Score.** Each project shall receive a base priority score (BPS) dependent on the weighted average of its components. The BPS shall be determined using the below formula where CPS means the component priority score and CCC means component construction cost.

$$BPS = [CPS_1 \times CCC_1 + \dots + CPS_n \times CCC_n] / \text{Total Construction Cost}$$

Select each component and component score in Table 1 below that applies to the project, fill in the estimated construction cost, and calculate the base priority score.

- Component priority scores that are based on contaminant levels must be justified by sample analytical data (see exception in notes at bottom of Table 1). The date that samples were collected must be less than 24-months from the date of submittal of a Request for Inclusion. The sampling data must show an ongoing and current problem with a drinking water quality standard.
- The project sponsor must provide documentation demonstrating that contaminant levels (e.g. disinfection byproducts) cannot be reduced by adjusting system operations, if applicable.
- A compliance-1 category component score of 400 points, if selected in Table 1, must be supported by documentation demonstrating the need for the project; otherwise, a component score of 300 points shall be assigned.

*Table 1*

<b>Project Component</b> <i>(Check all items that apply)</i>	<b>Component Priority Score</b>	<b>Component Construction Cost</b>
<b>Acute Public Health Risk</b> <input type="checkbox"/> <u>1a. E-Coli or Fecal Coliform Exceed MCL (62-550.310(5), F.A.C.)</u> <input type="checkbox"/> <u>1b. Nitrate, Nitrite, or Total Nitrogen Exceed MCL (62-550.310(1), F.A.C., Table 1)</u> <input type="checkbox"/> <u>1c. Lead or Copper Exceed Action Level (62-550.800, F.A.C.)</u> <input type="checkbox"/> <u>1d. Surface Water Filtration and Disinfection Noncompliance (62-550.817(2), F.A.C.)</u>	800 points <input type="checkbox"/>	_____
<b>Potential Acute Public Health Risk</b> <input type="checkbox"/> <u>2a. Nitrate, Nitrite, or Total Nitrogen 50% of MCL (62-550.310(1), F.A.C., Table 1)</u> <input type="checkbox"/> <u>2b. Microbiologicals Exceed MCL (62-550.310(5), F.A.C.)</u> <input type="checkbox"/> <u>2c. Surface Water Enhanced Filtration and Disinfect. Noncompliance (62-550.817(3), F.A.C.)</u> <input type="checkbox"/> <u>2d. State Health Certification of Acute Health Risk, Unregulated Microbiological Contaminant</u> <input type="checkbox"/> <u>2e. Violation of Disinfection Requirement (62-550.310(2), F.A.C., Table 2)</u>	700 points <input type="checkbox"/>	_____
<b>Chronic Public Health Risk</b> <input type="checkbox"/> <u>3a. Inorganic or Organic Contaminant Exceed MCL (62-550.310(1 &amp; 4), F.A.C., Tables 1,4,5)</u> <input type="checkbox"/> <u>3b. Disinfection Byproducts Exceed MCL (62-550.310(3), F.A.C., Table 3)</u> <input type="checkbox"/> <u>3c. Radionuclides Exceed MCL (62-550.310(6), F.A.C.)</u>	600 points <input type="checkbox"/>	_____
<b>Potential Chronic Public Health Risk</b> <input type="checkbox"/> <u>4a. Inorganic or Organic Contaminant 50% of MCL (62-550.310(1 &amp; 4), F.A.C., Tables 1,4,5)</u> <input type="checkbox"/> <u>4b. Disinfection Byproducts 80% of MCL (62-550.310(3), F.A.C., Table 3)</u> <input type="checkbox"/> <u>4c. State Health Certification of Chronic Health Risk, Unregulated Chemical Contaminant</u>	500 points <input type="checkbox"/>	_____
<b>Compliance-1/System does not meet or requires the following:</b> <input type="checkbox"/> <u>5a. Infrastructure upgrade to facilities undersized, exceed useful life, or with equipment failures</u> <input type="checkbox"/> <u>5b. Insufficient water supply source, treatment capacity, or storage</u> <input type="checkbox"/> <u>5c. Water distribution system pressure less than 20 psi</u> <input type="checkbox"/> <u>5d. Eliminate dead ends and provide adequate looping in a distribution system</u> <input type="checkbox"/> <u>5e. Replace distribution mains to correct continual leaks, pipe breaks, and water outages</u> <input type="checkbox"/> <u>5f. New water system or extension of existing system to replace contaminated/low yield wells</u> <input type="checkbox"/> <u>5g. Lack of significant safety measures (e.g. chemical containment)</u>	400 points <input type="checkbox"/>	_____

# REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST

Item #10.

- 5h.** Secondary Contaminant MCL Exceedance (62-550.320, F.A.C.)
- 5i.** Drinking water supply project as defined in 403.8532(9)(a), F.S.

**Compliance-2/System does not meet or requires the following:**

- 6a.** Treatment, Storage, Power, and Distribution Requirements (62-555.320, F.A.C)
- 6b.** Minimum Required Number of Wells (62-555.315(2), F.A.C)
- 6c.** Well Set-back and Construction Requirements (62-555.312 and 62-555.315, F.A.C)
- 6d.** Cross-Connection Control Requirements (62-555.360, F.A.C)
- 6e.** Physical Security Project Documented in a Vulnerability Analysis
- 6f.** Consolidation or regionalization of public water systems
- 6g.** Water/Energy Conservation Project

300 points

3500000

**All Other Projects**

100 points

**Note:** If item 2d. or 4c. of Table 1 is selected, then a State Health Officer must complete the form "Certification of a Public Health Risk". If 50% or more of residential wells meet contaminant levels indicated in Table 1, then check the appropriate public health risk category that applies. Flooded wells and wells under the direct influence of surface water are considered an unregulated microbiological potential acute public health risk and require substantiated documentation of occurrence in lieu of sampling data.

**7. Affordability Score.** The extent of affordability existing in a small community to be served by the project shall be reflected in the priority score. Points shall be awarded based upon two affordability criteria: namely, median household income (MHI) and service area population (P). These points are to be added to the base priority score. Calculate the affordability score using the following formula:

$$\text{Affordability Score} = (\text{MHI Score} + \text{Population Score})$$

$$\text{MHI Score} = 100 \times (1.00 - \text{MHI}/\text{SMHI})$$

Zero ≤ MHI score ≤ 75, rounded to nearest whole

$$\text{number Population Score} = 50.0 - (P/200)$$

Population score ≥ zero, rounded to nearest whole number

**8. Water Conservation Score.** A project sponsor with a qualifying water conservation project is eligible to receive an additional 100 points added to their priority score if the sponsor provides a water conservation plan in accordance with EPA's Water Conservation Plan Guidelines web site <https://www3.epa.gov/watersense/pubs/guide.html>, document number EPA-832-D-98-001. The sponsor must also demonstrate that the proposed project meets the objective of the conservation plan.

**9. Total Priority Score.** The total priority score equals the base priority score plus the affordability score and water conservation score. Calculate and complete a. through d. below.

- |                              |               |                                     |   |                  |                         |                                      |
|------------------------------|---------------|-------------------------------------|---|------------------|-------------------------|--------------------------------------|
| a. Base priority score:      | <u>299.99</u> | points.                             |   | <u>MHI Score</u> | <u>Population Score</u> |                                      |
| b. Affordability score:      | <u>8.0462</u> | points.                             | = | <u>1.7962</u>    | +                       | <u>6.2499</u>                        |
| c. Water conservation score: | <u>0</u>      | points.                             |   |                  |                         | min/max scores are highlighted above |
| d. Total priority score:     | <u>308.04</u> | points (sum of items a. through c.) |   |                  |                         |                                      |

**10. Estimated Project Cost.** Complete a. through k. below, including loan amount requested.

(Indicate \$0 if activity is not applicable)

<u>Project Activity</u>	<u>Cost</u>
a. Planning.	Complete
b. Design (not applicable if a D/B project).	0
c. Technical services per 62-552.300(3)(h), F.A.C., for planning and design.	0
d. Administration before bid opening (only include if not part of procurement in 'f' below).	0
e. Eligible land (necessary land divided by total land times purchase price).	N/A
f. Constr., equip., material, demo. & related procurement (include design if D/B project). <span style="color: orange;">Table 1 costs</span>	3150000
g. Administration during construction and after bid opening.	55000
h. Construction contingency (10% of 'f', only applicable for Design/Bid/Build projects).	350000
i. Technical services during construction and after bid opening.	260700

# REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST

Item #10.

j. Asset management plan per 62-552.700(7), F.A.C.

k. Total project costs (sum of a. through j.).

3815700

Loan amount requested by the sponsor in this RFI (assume no principal forgiveness).

List all funding sources for this project: Water System Revenues

**11. Project Schedule.** Complete a. through d. below.

<u>Project Activity</u>	<u>(MM/DD/YY)</u>
a. Submit planning documents.	<u>Complete</u>
b. Submit design/bid documents or RFQ/RFP for CMAR & D/B projects.	<u>06/01/21</u>
c. Start construction.	<u>01/15/22</u>
d. Complete construction.	<u>03/15/23</u>

**12. Project Information.** Provide the following information, if applicable.

*(Check all items that are attached to this RFI)*

- Project description, location with lat/long (degrees), water system PWS ID, and project need *(this is a required attachment)*.
- Map of city/county limits, existing/proposed service area, and project area *(this is a required attachment)*.
- Lab data, lab data w/operational records, or substantiated documentation in lieu of lab data for public health risk projects.
- The form "Certification of a Public Health Risk" completed by a State Health Officer.
- Supporting documentation for projects identified under the compliance-1 categories of Table 1.
- DWSRF business plan for a design or construction loan, not a planning or combined planning/design loan.
- Detailed project schedule showing plans/specs completion in 1-year of loan execution for a combined planning/design loan.
- MHI supporting documentation if MHI not taken from the most recent ACS 5-yr estimate of the U.S. Census Bureau.
- Water Conservation Plan, including demonstration that project meets plan objectives.

**13. Certification by an Authorized Representative.** I certify that this form and attachments have been completed by me or at my direction and that the information presented herein is, to the best of my knowledge, accurate and true.

		mayor@greencovesprings.com
(signature)	(date)	(e-mail)
	Mayor	
(print name)	(print title)	

Email the completed RFI form with attachments to [SRF.Reporting@dep.state.fl.us](mailto:SRF.Reporting@dep.state.fl.us) or mail to the Florida Department of Environmental Protection, State Revolving Fund Program, 3900 Commonwealth Blvd, Tallahassee, Florida 32399-3000.

For DEP Use Only	Project Number	Total Priority Score	Total Project Cost	Pop	MHI	SMHI	PF%	% of MR	Attachments Complete?	RFI Complete?	
	DW									Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	DEP Comments:										



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Council Meeting **MEETING DATE:** June 15, 2021

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

**SUBJECT:** City Council approval to award Bid # 2021-07 to Jax Utilities Management in the amount of \$35,000.00 for generator installation and station improvements for Lift Station #3 as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP.

### BACKGROUND

On 8/21/2018 Council ratified the submittal by staff for an HMGP grant application for installation of a generator and other improvements at Lift Station #3. The total estimated cost of the project was \$175,150.00. The City has received a grant amount of \$112,096.00, or 64% of the project cost. This project must be complete by February 28, 2022.

On 2/4/2020 Council approved of and authorized the mayor to execute the actual contract.

On 12/8/2020 Council approved funding to Cummins Southeast in the amount of \$30,675.90 for purchase of a generator for Lift Station #3, utilizing Sourcewell Cooperative Bid ID# 103544. This is part of the HMGP Project # 4337-294-R, from which we have received an advance payment of \$23,006.92 (75%).

Bid # 2021-07 was published on 5/13/2021. Over 10 contractors pulled the specifications. The bid was closed and sealed responses received were opened on 6/8/2021. Only one qualified bidder responded. This request is approval of bid award and funding of the generator installation and station improvements.

### FISCAL IMPACT

**\$35,000.00 to the Wastewater CIP budget**

### RECOMMENDATION

Approve funding in the amount of \$35,000.00 to Jax Utilities Management under Bid # 2021-07, for generator installation and station improvements for Lift Station #3 as part of the HMGP Project # 4337-294-R, which includes 75% grant funding.





BID OPENING RECORD SHEET 2021-07 LS#303

FIRMS NAME	YES/NO (ALL REQUESTED DOCUMENTS INCLUDED)	Total Bid Amount
Tax Utility Management	Yes	\$ 35,000.00

RECEIVED JUN 08 2021

KT

Contractors shall provide, at Contractor's expense, all tools of the trade and equipment necessary to perform the work to the City of Green Cove Springs specifications.

**PROPOSAL FORM**

BID NO. 2021-07, HMGP Lift Station #303 Hardening Project

City's Designated Representative (regarding this Bid Package): Kim Thomas, Executive Assistant, at (904) 297-7500 ext. 3320 or kthomas@greencovesprings.com.

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Green Cove Springs, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the City with all relevant documentation or information to afford the evaluation of their proposal. Further, Bidder understands and accepts that the City reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the City deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.

Bidder declares that any deviations are explained on the sheet labeled "Clarifications and Exceptions" and is enclosed within this bid package.

BIDDER: Jax Utilities Management, Inc.

ADDRESS: 5465 Verna Boulevard, Jacksonville, Florida 32005

Bidder's Representative (authorized to bind the Bidder and/or Business/Company to the terms, specifications, and proposed prices of the bid):

<u>Kelly Mike James</u>	<u>President</u>	<u>(904) 779-5353</u>
(Name)	(Title)	(Phone Number)

Bidder's Signature: 

**ADDENDA**

The Bidder hereby acknowledges receipt of Addenda No.

N/A pertaining to Bid No. 2021-07.

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

**\*REFER TO THE SPECIAL INSTRUCTIONS OF THE BIDDING DOCUMENTS TO VERIFY THE CORRECT METHOD TO COMPLETING THIS FORM.**

**Please Use Provided Table**

2021-07	Description	Unit Qty	Unit Price	Total
1	All Concrete Work per Plans and Specifications			\$20,000.00
2	All Electrical & Generator Work per Plans and Specifications			\$15,000.00
3				
4				
5				
6				
7				
8				
10				
11				
12				
13				
14				
15				
16				
17				
18				
20				
21				

Total \$35,000.00

## **POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES**

### **DEFINITIONS**

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

### **ACTION PLAN**

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.



4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

#### POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Insuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

**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 Jax Utilities Management, 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, Jax Utilities Management, Inc. (name of business), fully complies/does not comply with the above requirements.


  
 Vendor/Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Council Meeting **MEETING DATE:** June 15, 2021

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

**SUBJECT:** City Council approval to award Bid # 2021-08 to Jax Utilities Management in the amount of \$118,000.00 for generator installation and station improvements for Lift Station #6 as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP.

### BACKGROUND

On 8/21/2018 Council ratified the submittal by staff for an HMGP grant application for installation of a generator and other improvements at Lift Station #6. The total estimated cost of the project was \$107,400.00. The City has received a grant amount of \$80,550.00, or 75% of the project cost. This project must be complete by February 28, 2022.

On 2/4/2020 Council approved of and authorized the mayor to execute the actual contract.

On 11/17/2020 Council approved the purchase of the generator, for which the city had received a cash advance for 75% of the purchase price.

This request is for funding of the generator installation and station improvements.

### FISCAL IMPACT

\$118,000.00 from the Wastewater CIP budget

### RECOMMENDATION

Award Bid # 2021-08 to Jax Utilities Management in the amount of \$118,000.00 for generator installation and station improvements for Lift Station #6 as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP.



BID OPENING RECORD SHEET 2021-08 LS#306

FIRMS NAME	YES/NO (ALL REQUESTED DOCUMENTS INCLUDED)	Total Bid Amount
Tax Utility Management	Yes	\$ 118,000.00



RECEIVED JUN 08 2021 *KT*

Contractors shall provide, at Contractor's expense, all tools of the trade and equipment necessary to perform the work to the City of Green Cove Springs specifications.

**PROPOSAL FORM**

BID NO. 2021-08, HMGP Lift Station #306 Hardening Project

City's Designated Representative (regarding this Bid Package): Kim Thomas, Executive Assistant, at (904) 297-7500 ext. 3320 or kthomas@greencovesprings.com.

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Green Cove Springs, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the City with all relevant documentation or information to afford the evaluation of their proposal. Further, Bidder understands and accepts that the City reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the City deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.

Bidder declares that any deviations are explained on the sheet labeled "Clarifications and Exceptions" and is enclosed within this bid package.

BIDDER: Jax Utilities Management, Inc.

ADDRESS: 5465 Verna Boulevard, Jacksonville, Florida 32005

Bidder's Representative (authorized to bind the Bidder and/or Business/Company to the terms, specifications, and proposed prices of the bid):

<u>Kelly Mike James</u>	<u>President</u>	<u>(904) 779-5353</u>
(Name)	(Title)	(Phone Number)

Bidder's Signature:



**ADDENDA**

The Bidder hereby acknowledges receipt of Addenda No.

ADD #1 pertaining to Bid No. 2021-08.

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

\*REFER TO THE **SPECIAL INSTRUCTIONS OF THE BIDDING DOCUMENTS TO VERIFY THE CORRECT METHOD TO COMPLETING THIS FORM.**

**Please Use Provided Table**

2021-08	Description	Unit Qty	Unit Price	Total
1	All Electrical and Generator Work for 60KW		L/S	\$18,000.00
2	Install Driveway per Plans and Specifications			\$100,000.00
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
20				
21				

Total	\$118,000.00
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## POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

### DEFINITIONS

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

### ACTION PLAN

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.

4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

#### POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Insuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

**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 Jax Utilities Mgmt., 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, Jax Utilities  
Mgmt., Inc. (name of business), fully complies/does not comply with the  
above requirements.

[Signature] Vendor/Contractor Signature 6/8/2021 Date



**TITLE: HMGP, LIFT STATION #303 HARDENING PROJECT**

**CLARIFICATIONS AND EXCEPTIONS**

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

  
Vendor/Contractor Signature

6/8/2021  
Date



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** June 15, 2021

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

**SUBJECT:** City Council approval to award Bid # 2021-09 to Brooks Building Solutions in the amount of \$58,834.80 for installation of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP.

### BACKGROUND

On 8/21/2018 Council ratified the submittal by staff for an HMGP grant application for installation of generators at 17 of the City's lift stations. The total estimated cost of the project was \$876,425.00. The City has received a grant amount of \$537,018.75, or 75% of the revised estimated project cost of \$716,025.00. This project must be complete by February 28, 2022.

On 2/4/2020 Council approved of and authorized the mayor to execute the actual contract.

Since 2/4/2020 staff and Toco Engineering have fully evaluated the generator type for each lift station which has resulted in a change to a combination of permanently installed and portable generators. In addition, to minimize the different kilowatt and configuration of the generators which minimizes the amount of spare parts and maintenance costs, staff has standardized on certain kilowatt versions.

These changes and improvements resulted in Modification #1 to the original contract on 11/10/2020.

On 11/10/2020 Council approved funding in the amount of 326,970.00 to Mastry / Yanmar, and funding in the amount of 90,003.63 to Cummins Southeast, for a total amount of \$416,973.62 to purchase generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations.

Bid # 2021-09 was published on 5/13/2021. Over 10 contractors pulled the specifications. The bid was closed and sealed responses received were opened on 6/8/2021. Three qualified bidders responded with Brooks Building Solutions the lowest bidder. This request is approval of bid award and funding of the generator installation and station improvements.

### FISCAL IMPACT

\$58,834.80 to the Wastewater CIP Budget.

## RECOMMENDATION

City Council approval to award Bid # 2021-09 to Brooks Building Solutions in the amount of \$58,834.80 for installation of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R. This project includes 75% grant funding from HMGP..



BID OPENING RECORD SHEET 2021-09 17 Generators

FIRMS NAME	YES/NO (ALL REQUESTED DOCUMENTS INCLUDED)	Total Bid Amount
EAU Gallie Electric	Yes	\$ 212,000
Brooks Building Solutions	Yes	\$ 58,834.80
Jax Utility Management	Yes	\$ 118,000



**Original**

**Bid Package For**

**City of Green Cove Springs**

**Bid #2021-09**

**HMGP 17 Lift Station**

**Generator Project**

**Bid Opens: 6-8-21 @ 10:00 am EST**

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2012 Aurora Road | Melbourne, FL 32935  
T (321) 259-2885 | F (321)254-1518 | 1-877-434-5577

**EG-Electric.com**





PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

\*REFER TO THE **SPECIAL INSTRUCTIONS** OF THE BIDDING DOCUMENTS TO VERIFY THE CORRECT METHOD TO COMPLETING THIS FORM.

**Please Use Provided Table**

2021-07	Description	Qty	Unit	Unit Price	Total
1					
2					
3					
4					
5					
6	Eau Gallie Electric's bid: \$212,000.00				
7					
8					
9					
10	Two hundred twelve thousand dollars.				
11					
12					
13					
14					
15					
16					
17					
18					
20					
21					
				Total	

## **POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES**

### **DEFINITIONS**

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

### **ACTION PLAN**

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

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2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

## POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Insuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

**Non-Bidder's Response**

Should for any reason the vendor/contractor receiving this Bid Invitation package decline to make a proposal please assist us by completing the information requested below and returning it to:

City Hall  
Attn: Kim Thomas  
321 Walnut Street  
Green Cove Springs, FL 32043

Please be sure "NO BID" and Bid No 2021-09, clearly shown on the package of this Bid Invitation are clearly shown on the outside of the envelope.

We are not responding to this Bid Invitation for the following reason(s).

1. We do not provide the nature of products or services requested in this bid. \_\_\_\_\_

2. We are unable to meet the Specifications requested in the bid. \_\_\_\_\_

3. We are unable to comply with other terms of this Bid Invitation. \_\_\_\_\_

\*Please provide details: \_\_\_\_\_

\_\_\_\_\_

4. The bid was too restrictive. \_\_\_\_\_

5. The bid was not sufficiently clear. \_\_\_\_\_

Other comments: \_\_\_\_\_ N A

\_\_\_\_\_

Vendor/Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**



THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Green Cove Springs  
(print name of the public entity)

by Christopher Hughes, President  
(print individual's name and title)

for Eau Gallie Electric  
(print name of entity submitting sworn statement)

whose business address is 2012 Aurora Road  
Melbourne FL 32935

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2694842

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in

relation to the entity submitting this sworn statement. **Indicate which statement applies:**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

*Chris Hughes*  
Signature

Sworn to and subscribed before me this 7 day of June, 2021

Personally know: Christopher Hughes Title: President

OR produced identification ∅ Notary Public - State of Florida

∅ My commission expires 8-30-24  
(Type of identification)

*Kim Lanham* Kim A. Lanham  
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 Eau Gallie Electric (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, Eau Gallie

Electric (name of business), fully complies does not comply with the above requirements.

x Christopher Hughes, President Vendor/Contractor Signature  
6-7-21 Date

**REFERENCES**

The following are client/customer references for whom Eau Gallie Electric (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company's and its representative's services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	E- Mail Address	Phone No.	Contact Person
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see attached list - 1 pg.

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Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify out status with the following.

Rexel USA - James "Mack" Harmon 772-473-0897 <sup>James. Harmon e</sup> rexelusa.com

RCM+D - Michele Alban 410-427-6428 MAIban e RCMD.com

Ring Power Corp - Steve Dorsey 904-300-5027 Steve.Dorsey e ringpower.com

Christopher Hughes  
Submitting Respondent

<u>Urh, Pns</u>	<u>6-7-21</u>
Signature	Date

***Eau Gallie Electric was the prime contractor on each of these***

**CITY OF COCOA BEACH – LIFT STATION GENERATOR REPLACEMENT**

Brad Kalsow, City of Cocoa Beach Water Reclamation Department  
321-302-2608 [bkalsow@cityofcocoabeach.com](mailto:bkalsow@cityofcocoabeach.com)

Scope: Installed 5 generators and 5 ATSs at 5 separate Lift Station sites.

**TAMPA BAY WATER – WELLFIELDS GENERATOR & MOTOR REPLACEMENT**

Richard Menzies, Tampa Bay Water  
813-929-2181 [RMenzies@tampabaywater.org](mailto:RMenzies@tampabaywater.org)

Scope: Installed 6 200kw generators and 6 ATSs at 6 separate Wellfield sites. Also replaced 150hp pump motors at 17 Wellfield sites.

**STEWART MARCHMAN HEALTHCARE FACILITY GENERATOR PROJECT**

Jake Bechtol, Ring Power Corporation  
407-472-6242 [Jake.Bechtol@RingPower.com](mailto:Jake.Bechtol@RingPower.com)

Scope: Install a 175kw CAT, diesel generator and 800amp ATS on new concrete pad outside the mechanical room. Provided temp generator so the facility was fully operational during the project and testing.

**NOAA/ AOML MIAMI EMERGENCY GENERATOR PROJECT**

Andrew Colegrove, Atlantic Oceanographic & Meteorological Laboratory  
305-361-4544 [aoml.associate.director@noaa.gov](mailto:aoml.associate.director@noaa.gov)

Scope: Install a 750kw generator with an 800A automatic transfer switch and 10,000 Gallon fuel tank. Also included a new panel MD and Transformer TX-G & 30A 600V disconnect installed on the new generator service platform, new circuit breaker MCB, service entrance main circuit breaker with surge suppression.

**CITY OF PALM BAY – FIRE STATION GENERATOR PROJECT**

Jake Bechtol, Ring Power Corporation  
407-472-6242 [Jake.Bechtol@RingPower.com](mailto:Jake.Bechtol@RingPower.com)

Scope: Install a 60kw CAT, diesel generator and 400amp ATS inside the existing block building. Includes a custom muffler, radiator shroud, block heater and new fuel lines.




**CLARIFICATIONS AND EXCEPTIONS**

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

**Exclusions:**

- Generators (provided by owner)
- ATS (provided by owner)
- Generator Testing
- Generator Fuel
- Generator Pad (by owner)
- Gravel
- Sod
- Fence

 President 6-7-21  
Vendor/Contractor Signature Date



2012 Aurora Road, Melbourne FL 32935  
Phone: (321) 259-2885

## **Eau Gallie Electric is celebrating its 73rd anniversary in 2021**

We are also proud to announce that Eau Gallie Electric has installed more than 1650 generators & transfer switches within the past 10 years!

### **COMPANY PROFILE**

Eau Gallie Electric, Inc is a full-service State Certified General Contractor and Unlimited Electrical contractor serving Florida since 1948. Eau Gallie Electric is family owned and a certified Service Disabled Veteran Owned Business. Mr. Christopher V. Hughes is the owner and president of Eau Gallie Electric. Mr. Hughes is a graduate of the United States Military Academy at West Point with a degree in Mechanical Engineering. He is also a State Certified Unlimited Electrical contractor, primary license holder for Eau Gallie Electric (EC13003441), as well as a Professional Engineer in the State of Florida (PE74016). Eau Gallie Electric also holds a State Certified General Contractors license (CGC1526728).

### **SERVICES**

Eau Gallie Electric offers its customers quality specialty contracting solutions, including electrical construction, energy infrastructure, emergency standby power and facilities maintenance services. Our Services Include:

- Complete electrical distribution systems
- Emergency stand-by generators sales, installation, and maintenance from 5-KW to 6,000-KW
- Design build applications from conceptual to construction documents
- Electrical engineering including signed and sealed documents
- Medium voltage cable installation, transformer replacements
- Lighting and electrical upgrade projects
- Power upgrades and signed and sealed drawings
- UPS, inverter, battery backup, solar systems
- NAVAIDS and Communications in support of the NAS

**PROPOSAL FORM**

**BID NO. 2021-09, HMGP 17 Lift Station Generator Project**

**City's Designated Representative (regarding this Bid Package): Kim Thomas, Executive Assistant, at (904) 297-7500 ext. 3320 or kthomas@greencovesprings.com.**

**The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Green Cove Springs, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).**

**Bidder declares and accepts the responsibility for providing the City with all relevant documentation or information to afford the evaluation of their proposal. Further, Bidder understands and accepts that the City reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the City deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.**

**Bidder declares that any deviations are explained on the sheet labeled "Clarifications and Exceptions" and is enclosed within this bid package.**

**BIDDER:** BROOKS BUILDNG SOLUTIONS

**ADDRESS:** 4501 BEVERLY AVE, JACKSONVILLE, FL 32210

**Bidder's Representative (authorized to bind the Bidder and/or Business/Company to the terms, specifications, and proposed prices of the bid):**

Santo Marino	Project Manager	904-703-1151
(Name)	(Title)	(Phone Number)

**Bidder's Signature:** 

**ADDENDA**

**The Bidder hereby acknowledges receipt of Addenda No.**

**#1** \_\_\_\_\_ **pertaining to Bid No. 2021-09.**

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

\*REFER TO THE SPECIAL INSTRUCTIONS OF THE BIDDING DOCUMENTS TO VERIFY THE CORRECT METHOD TO COMPLETING THIS FORM.

**Please Use Provided Table**

2021-07	Description	Qty	Unit	Unit Price	Total
1	507 Vermon Ave gen and ATS install	1	1	9,805.80	9,805.80
2					
3	3076 Five Oaks Lane gen and ATS	1	1	9,805.80	9,805.80
4					
5	3260 US 17 gen and ATS install	1	1	9,805.80	9,805.80
6	1681 Murfield Drive gen and ATS	1	1	9,805.80	9,805.80
7					
8	1631 Colonial Drive gen and ATS	1	1	9,805.80	9,805.80
9					
10	SR E-80kw gen and ATS	1	1	9,805.80	9,805.80
11					
12					
13					
14					
15					
16					
17					
18					
20					
21					
				Total	\$ 58,834.80

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to BROOKS BUILDNG SOLUTIONS  
(print name of the public entity)  
by Santo Marino (Project Manager)  
(print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is 4501 BEVERLY AVE, JACKSONVILLE, FL 32210

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2424398  
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in



relation to the entity submitting this sworn statement. Indicate which statement applies:

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 Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

*Santo Marino*

Signature

Sworn to and subscribed before me this 7th day of June 2021

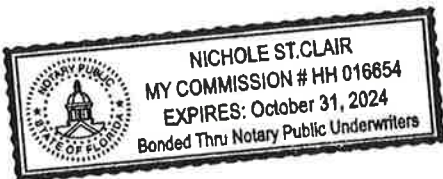
Personally know: Santo Marino Title: Electrical PM

OR produced identification Notary Public - State of Florida

My commission expires 10/31/2024

(Type of identification)

*Nichole St. Clair*  
Printed typed or stamped commissioned name of notary public



**DRUG-FREE WORKPLACE COMPLIANCE FORM**

In order to have a drug-free workplace program, a business shall abide as follows:

The undersigned vendor/contractor in accordance with Florida Statute 287.087 hereby certifies that BROOKS BUILDNG SOLUTIONS (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, SANTO MARINO JR

BROOKS BUILDNG SOLUTIONS (name of business), fully complies/does not comply with the above requirements.

  
Vendor/Contractor Signature

6/7/2021  
Date

**REFERENCES**


The following are client/customer references for whom BROOKS BUILDNG SOLUTIONS (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company's and its representative's services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	E- Mail Address	Phone No.	Contact Person
City of JAX	gtrevail@coj.net	904-255-4331	Gene Trevail
Master Electrician City of Jax	Bcarder@coj.net	904-255-4332	Ben Carder

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify out status with the following.

Dawson Federal Construction	troberts@dawsonohana.com	Tyler Roberts
Carl Richard	World Electrical Supply	carl.richard@worldelectricsupply.com

Santo Marino (Project Manager)  
Submitting Respondent

 6/7/2021  
Signature Date

**TITLE: HMGP, LIFT STATION #303 HARDENING PROJECT**

**CLARIFICATIONS AND EXCEPTIONS**

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.



Vendor/Contractor Signature



Date

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Brooks Building Solutions, Inc.**

2 Business name/deregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**4501 Beverly Ave.**

6 City, state, and ZIP code

**Jacksonville, FL 32210**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number									
5	9	-	2	4	2	4	3	9	8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Rachel Miller*

Date ▶ *01/19/21*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.



RECEIVED JUN 08 2021

**PROPOSAL FORM**

BID NO. 2021-09, HMGP 17 Lift Station Generator Project

City's Designated Representative (regarding this Bid Package): Kim Thomas, Executive Assistant, at (904) 297-7500 ext. 3320 or kthomas@greencovesprings.com.

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Green Cove Springs, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the City with all relevant documentation or information to afford the evaluation of their proposal. Further, Bidder understands and accepts that the City reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the City deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.

Bidder declares that any deviations are explained on the sheet labeled "Clarifications and Exceptions" and is enclosed within this bid package.

BIDDER: Jax Utilities Management, Inc.

ADDRESS: 5465 Verna Boulevard, Jacksonville, Florida

Bidder's Representative (authorized to bind the Bidder and/or Business/Company to the terms, specifications, and proposed prices of the bid):

<u>Kelly Mike James</u>	<u>President</u>	<u>(904) 779-5353</u>
(Name)	(Title)	(Phone Number)

Bidder's Signature:

ADDENDA  
The Bidder hereby acknowledges receipt of Addenda No.

ADD #1 pertaining to Bid No. 2021-09.

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

\*REFER TO THE **SPECIAL INSTRUCTIONS** OF THE BIDDING DOCUMENTS TO VERIFY THE CORRECT METHOD TO COMPLETING THIS FORM.

**Please Use Provided Table**

2021-07	Description	Qty	Unit	Unit Price	Total
1	507 Vermont Avenue – 35KW Installation			L/S	\$16,500.00
2	3076 Five Oaks Lane – 35KW Installation			L/S	\$16,500.00
3	3260 US17 – 35KW Installation			L/S	\$16,500.00
4	1681 Murifield Drive – 80KW Installation			L/S	\$22,750.00
5	1631 Colonial Drive – 80KW Installation			L/S	\$23,000.00
6	SR 16 East – 80 KW Installation			L/S	\$22,750.00
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
20					
21					
				<b>Total</b>	<b>\$118,000.00</b>

## **POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES**

### **DEFINITIONS**

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

### **ACTION PLAN**

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

## POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Insuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

**Non-Bidder's Response**

Should for any reason the vendor/contractor receiving this Bid Invitation package decline to make a proposal please assist us by completing the information requested below and returning it to:

City Hall  
Attn: Kim Thomas  
321 Walnut Street  
Green Cove Springs, FL 32043

Please be sure "NO BID" and Bid No 2021-09, clearly shown on the package of this Bid Invitation are clearly shown on the outside of the envelope.

We are not responding to this Bid Invitation for the following reason(s).

- 1. We do not provide the nature of products or services requested in this bid. \_\_\_\_\_
- 2. We are unable to meet the Specifications requested in the bid. \_\_\_\_\_
- 3. We are unable to comply with other terms of this Bid Invitation. \_\_\_\_\_  
\*Please provide details: \_\_\_\_\_

\_\_\_\_\_

- 4. The bid was too restrictive. \_\_\_\_\_
- 5. The bid was not sufficiently clear. \_\_\_\_\_

Other comments: \_\_\_\_\_  
\_\_\_\_\_

Vendor/Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**



THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
 by \_\_\_\_\_  
(print individual's name and title)  
 for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
 whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
 (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  - d. Based on information and belief, the statement which I have marked below is true in

relation to the entity submitting this sworn statement. **Indicate which statement applies:**

-----Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
**Signature**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally know: \_\_\_\_\_ Title: \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public -State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of identification)

\_\_\_\_\_  
Printed typed or stamped commissioned name of notary public

**DRUG-FREE WORKPLACE COMPLIANCE FORM**

In order to have a drug-free workplace program, a business shall abide as follows:

The undersigned vendor/contractor in accordance with Florida Statue 287.087 hereby certifies that Jax Utilities Managent, 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, Jax Utilities Management, Inc. (name of business), fully complies/does not comply with the above requirements.

  
Vendor/Contractor Signature

6-8, 2021  
Date



**TITLE: HMGP, LIFT STATION #303 HARDENING PROJECT**

**CLARIFICATIONS AND EXCEPTIONS**

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

 \_\_\_\_\_   
Vendor/Contractor Signature Date



**STANDARD ADDENDUM  
TO ALL  
CITY CONTRACTS AND AGREEMENTS**

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term "City" means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, or its reasonable expense incurred

thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

- 7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.
- 8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
- 9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.
- 10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
- 11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CITY OF GREEN COVE SPRINGS

CONTRACTOR

By: \_\_\_\_\_  
Mayor

By:  , President  
(Printed Name and Title)

ATTEST:

By: \_\_\_\_\_  
Erin West, City Clerk



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Meeting **MEETING DATE:** June 15, 2021  
**FROM:** Scott Schultz, Asst. Water Utilities Director  
**SUBJECT:** City Council approval of Contractor's Pay Request #1 for Williams Industrial Services, LLC, in the amount of \$669,305.42, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

### BACKGROUND

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

#### **Excerpt from the June 7, 2016 Staff Report**

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

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

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

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

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

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

The costs are planning-level values and the annual loan payment will be based on final bid prices, interest rates at the time of construction loan acquisition, and accumulated grants/retained earnings/impact-fee revenue. Each scenario was reviewed with the following common variables: All scenarios assumed a 2%

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

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

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

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

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

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

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

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

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

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

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

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

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

On 2/10/2021 Council approved the Engineer's Recommendation of Award to Williams Industrial Services, LLC, in the amount of \$15,426,644.33, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

This is Contractor's Pay Request #1 for Williams Industrial

**FISCAL IMPACT**

\$669,305.42 from the Wastewater CIP Budget

**RECOMMENDATION**

Approve Contractor's Pay Request #1 for Williams Industrial Services, LLC, in the amount of \$669,305.42, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420





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

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

June 8, 2021

VIA EMAIL

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

RE: Contractor's Pay Request No. 1  
DEP SRF Harbor Road WRF Expansion, Ph. 2  
SRF Agreement No. WW100420  
City of Green Cove Springs, Florida  
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 1 from Williams Industrial Services, LLC and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$669,305.42.

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

Sincerely yours,  
Mittauer & Associates, Inc.

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

JRS/pj  
Enclosure  
cc: Williams Industrial Services, LLC

RECEIVED  
JUN 07 2021  
Mittauer & Assoc., Inc.



**Contractor's Application for Payment No. 01**

<b>Application</b> Period: 04-01-2021 through 06-06-2021	<b>Application Date:</b> 06-06-2021	
<b>To (Owner):</b> City of Green Cove Springs, Florida	<b>From (Contractor):</b> Williams Industrial Services, LLC	<b>Via (Engineer):</b> Mittauer & Associates, Inc.
<b>Project:</b> DEP SRF Harbor Road WRF Expansion, Ph. 2	<b>Contract:</b> DEP SRF Harbor Road WRF Exp., Ph. 2	
<b>SRF Agreement No.:</b> WW100420	<b>Contractor's Project No.:</b> 46300001	<b>Engineer's Project No.:</b> 8905-56-1

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
<b>TOTALS</b>		
<b>NET CHANGE BY</b>		
<b>CHANGE ORDERS</b>		

1. ORIGINAL CONTRACT PRICE.....	\$ 15,426,644.00
2. Net change by Change Orders.....	\$ 0
3. Current Contract Price (Line 1 ± 2).....	\$ 15,426,644.00
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>	
(Column F total on Progress Estimates).....	\$ 704,532.02
<b>5. RETAINAGE:</b>	
a. X 5% Work Completed.....	\$ 35,226.60
b. X Stored Material.....	\$ 0
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 35,226.60
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 669,305.42
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 0
8. AMOUNT DUE THIS APPLICATION.....	\$ 669,305.42
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	
(Column G total on Progress Estimates + Line 5.c above).....	\$ 14,757,338.58

**Contractor's Certification**

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

---

By: Alan Williams  
Alan Williams (Jun 7, 2021 11:49 EDT)  
Alan Williams, Project Manager

Date: 06-06-2021

Payment of: \$ 669,305.42  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jason R. Shepler 6/8/21  
Jason R. Shepler, P.E. PS Date  
Mittauer & Associates, Inc.

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Date)  
City of Green Cove Springs, Florida

Approved by: \_\_\_\_\_ (Date)  
Funding or Financing Entity (if applicable)



CONTRACTOR:

## GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
<b><u>DIVISION 1 - GENERAL REQUIREMENTS</u></b>						
1 BONDS / BUILDER'S RISK INSURANCE	\$ 349,520.94			100%	\$ 349,520.94	\$ -
2 MOBILIZATION	\$ 123,360.33			100%	\$ 123,360.33	\$ -
3 DEMOBILIZATION	\$ 82,240.22			0%	\$ -	\$ 82,240.22
4 START-UP & TEST PLANT	\$ 411,201.10			0%	\$ -	\$ 411,201.10
5 SOIL & CONCRETE TESTING	\$ 205,600.55			0%	\$ -	\$ 205,600.55
6 SITEWORK & YARD PIPING	\$ 2,940,087.87			2%	\$ 58,801.76	\$ 2,881,286.11
<b><u>DIVISION 2 - INFLUENT STRUCTURE</u></b>						
1 EXCAVATION	\$ 10,995.88			0%	\$ -	\$ 10,995.88
2 UNDERSLAB FLOOR DRAINS	\$ 10,995.88			0%	\$ -	\$ 10,995.88
3 STRUCTURE WALLS & ELEVATED SLABS	\$ 109,958.80			0%	\$ -	\$ 109,958.80
4 FOUNDATIONS	\$ 109,958.80			0%	\$ -	\$ 109,958.80
5 ERECT ACCESS STAIRS AND HANDRAILS	\$ 54,979.40			0%	\$ -	\$ 54,979.40
6 MISC METALS	\$ 27,489.70			0%	\$ -	\$ 27,489.70
7 SET EQUIPMENT	\$ 27,489.70			0%	\$ -	\$ 27,489.70
8 PIPING	\$ 197,925.84			0%	\$ -	\$ 197,925.84
<b><u>DIVISION 3 - OXIDATION DITCH</u></b>						
1 OXIDATION DITCH FLOOR	\$ 754,200.00			0%	\$ -	\$ 754,200.00
2 OXIDATION DITCH OUTER ST. WALLS	\$ 754,200.00			0%	\$ -	\$ 754,200.00

CONTRACTOR:

## GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
3 OXIDATION DITCH INTERNAL WALLS	\$ 754,200.00			0%	\$ -	\$ 754,200.00
4 OXIDATION DITCH CIRCULAR END WALLS	\$ 565,650.00			0%	\$ -	\$ 565,650.00
5 OXIDATION DITCH DECKS & COLUMNS	\$ 377,100.00			0%	\$ -	\$ 377,100.00
6 OXIDATION DITCH WALKWAYS	\$ 377,100.00			0%	\$ -	\$ 377,100.00
7 OXIDATION DITCH ACCESSORIES & PAINTING	\$ 188,550.00			0%	\$ -	\$ 188,550.00
						\$ -
<b>DIVISION 4 - CLARIFIER FLOW SPLITTER</b>						\$ -
1 EXCAVATION	\$ 2,376.00			0%	\$ -	\$ 2,376.00
2 UNDERSLAB PIPING	\$ 3,564.00			0%	\$ -	\$ 3,564.00
3 FOUNDATIONS & WALLS	\$ 35,640.00			0%	\$ -	\$ 35,640.00
4 MISC METALS	\$ 5,940.00			0%	\$ -	\$ 5,940.00
5 STRUCTURAL	\$ 7,128.00			0%	\$ -	\$ 7,128.00
6 MECHANICAL	\$ 16,632.00			0%	\$ -	\$ 16,632.00
7 PIPING	\$ 47,520.00			0%	\$ -	\$ 47,520.00
<b>DIVISION 5 - CLARIFIERS</b>						
1 EXCAVATION	\$ 23,035.20			0%	\$ -	\$ 23,035.20
2 UNDERSLAB CONCRETE ENCASED PIPING	\$ 34,552.80			0%	\$ -	\$ 34,552.80
3 FOUNDATIONS W/ UNDERDRAINS	\$ 230,352.00			0%	\$ -	\$ 230,352.00
4 STRUCTURAL CONCRETE WALLS	\$ 230,352.00			0%	\$ -	\$ 230,352.00
5 MISC METALS	\$ 57,588.00			0%	\$ -	\$ 57,588.00

CONTRACTOR:

## GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
6 CLARIFIER EQUIPMENT	\$ 115,176.00			0%	\$ -	\$ 115,176.00
7 PIPING	\$ 460,704.00			0%	\$ -	\$ 460,704.00
<b>DIVISION 6 - RAS/WAS PUMP STATION</b>						
1 EXCAVATION	\$ 4,063.20			0%	\$ -	\$ 4,063.20
2 FOUNDATIONS	\$ 50,790.00			0%	\$ -	\$ 50,790.00
3 ERECT BUILDING	\$ 40,632.00			0%	\$ -	\$ 40,632.00
4 SET PUMPS	\$ 6,094.80			0%	\$ -	\$ 6,094.80
5 MECHANICAL	\$ 20,316.00			0%	\$ -	\$ 20,316.00
6 PIPING	\$ 81,264.00			0%	\$ -	\$ 81,264.00
				0%	\$ -	
<b>DIVISION 7 - FILTERS</b>						
1 EXCAVATION	\$ 11,496.00			0%	\$ -	\$ 11,496.00
2 FOUNDATIONS, WALLS & ELEVATED DECK	\$ 114,960.00			0%	\$ -	\$ 114,960.00
3 SET FILTERS & DRIVE MOTORS	\$ 86,220.00			0%	\$ -	\$ 86,220.00
4 MISC METALS	\$ 28,740.00			0%	\$ -	\$ 28,740.00
5 SET WEIRS	\$ 17,244.00			0%	\$ -	\$ 17,244.00
6 MECHANICAL	\$ 57,480.00			0%	\$ -	\$ 57,480.00
7 PIPING	\$ 229,920.00			0%	\$ -	\$ 229,920.00
8 SET PUMPS	\$ 28,740.00			0%	\$ -	\$ 28,740.00
				0%	\$ -	



CONTRACTOR:

## GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
<b><u>DIVISION 8 - CHLORINE CONTACT CHAMBER</u></b>						
1 EXCAVATION	\$ 3,180.60			0%	\$ -	\$ 3,180.60
2 SET CHEMICAL VAULT	\$ 7,951.50			0%	\$ -	\$ 7,951.50
3 UNDERSLAB DRAIN PIPING	\$ 7,951.50			0%	\$ -	\$ 7,951.50
4 FOUNDATIONS & WALLS	\$ 39,757.50			0%	\$ -	\$ 39,757.50
5 STRUCTURAL	\$ 15,903.00			0%	\$ -	\$ 15,903.00
6 MISC METALS	\$ 7,951.50			0%	\$ -	\$ 7,951.50
7 CHLORINE PUMPS	\$ 7,951.50			0%	\$ -	\$ 7,951.50
8 MECHANICAL	\$ 7,951.50			0%	\$ -	\$ 7,951.50
9 EFFLUENT PUMPS	\$ 7,951.50			0%	\$ -	\$ 7,951.50
10 PIPING	\$ 52,479.90			0%	\$ -	\$ 52,479.90
				0%	\$ -	
<b><u>DIVISION 11 - CHEMICAL FEED &amp; STORAGE FACILITIES</u></b>						
1 EXCAVATION	\$ 5,032.80			0%	\$ -	\$ 5,032.80
2 SET CATCH BASINS	\$ 7,549.20			0%	\$ -	\$ 7,549.20
3 FOUNDATIONS W/ UNDERDRAINS	\$ 50,328.00			0%	\$ -	\$ 50,328.00
4 PRECAST CONCRETE BOXES	\$ 12,582.00			0%	\$ -	\$ 12,582.00
5 CHEMICAL STORAGE TANKS	\$ 25,164.00			0%	\$ -	\$ 25,164.00
6 MISC METALS	\$ 12,582.00			0%	\$ -	\$ 12,582.00
7 ERECT PEMB	\$ 50,328.00			0%	\$ -	\$ 50,328.00
8 PIPING	\$ 88,074.00			0%	\$ -	\$ 88,074.00

CONTRACTOR:

## GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
<b>DIVISION 12 - IN-PLANT / TRANSFER PUMP STATION &amp; VAC CON</b>						
1 EXCAVATION	\$ 13,062.00			0%	\$ -	\$ 13,062.00
2 WET WELL	\$ 65,310.00			0%	\$ -	\$ 65,310.00
3 MISC METALS	\$ 26,124.00			0%	\$ -	\$ 26,124.00
4 PUMPS	\$ 26,124.00			0%	\$ -	\$ 26,124.00
5 PIPING	\$ 130,620.00			0%	\$ -	\$ 130,620.00
				0%	\$ -	
<b>DIVISION 13 - AEROBIC DIGESTERS</b>						
1 DEMO MECHANICAL PIPING	\$ 14,340.00			0%	\$ -	\$ 14,340.00
2 AERATORS & MOORING ARMS	\$ 143,400.00			86%	\$ 123,324.00	\$ 20,076.00
3 SUPERNATE DISCHARGE BOX	\$ 14,340.00			0%	\$ -	\$ 14,340.00
4 AERATORS INSTALL	\$ 20,076.00			0%	\$ -	\$ 20,076.00
5 UNDERGROUND DI PIPING	\$ 71,700.00			0%	\$ -	\$ 71,700.00
6 INSTALL TELESCOPING VALVES	\$ 22,944.00			0%	\$ -	\$ 22,944.00
<b>DIVISION 14 - OPERATIONS BUILDING</b>						
1 EXCAVATION	\$ 12,150.00			0%	\$ -	\$ 12,150.00
2 FOUNDATIONS	\$ 121,500.00			0%	\$ -	\$ 121,500.00
3 STRUCTURAL PEMB	\$ 121,500.00			0%	\$ -	\$ 121,500.00
4 CMU BLOCK	\$ 30,375.00			0%	\$ -	\$ 30,375.00

CONTRACTOR:

## GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
5 ERECT TRUSSES AND METAL ROOF	\$ 36,450.00			0%	\$ -	\$ 36,450.00
6 HVAC	\$ 78,975.00			0%	\$ -	\$ 78,975.00
7 PLUMBING	\$ 72,900.00			0%	\$ -	\$ 72,900.00
8 INSTALL LAB MATERIALS	\$ 30,375.00			0%	\$ -	\$ 30,375.00
9 ARCHITECTURAL ITEMS	\$ 72,900.00			0%	\$ -	\$ 72,900.00
10 SECURITY SYSTEM	\$ 30,375.00			0%	\$ -	\$ 30,375.00
						\$ -
<b>DIVISION 16 - LINE CREW BUILDING</b>						\$ -
1 EXCAVATION	\$ 18,062.18			0%	\$ -	\$ 18,062.18
2 FOUNDATIONS	\$ 180,621.80			0%	\$ -	\$ 180,621.80
3 STRUCTURAL PEMB	\$ 198,683.98			0%	\$ -	\$ 198,683.98
4 CMU BLOCK	\$ 54,186.54			0%	\$ -	\$ 54,186.54
5 METAL SIDING	\$ 18,062.18			0%	\$ -	\$ 18,062.18
6 HVAC	\$ 108,373.08			0%	\$ -	\$ 108,373.08
7 PLUMBING	\$ 72,248.72			0%	\$ -	\$ 72,248.72
8 MISC METALS	\$ 45,155.45			0%	\$ -	\$ 45,155.45
9 CASEWORK & CABINETS	\$ 63,217.63			0%	\$ -	\$ 63,217.63
10 ARCHITECTURAL ITEMS	\$ 144,497.44			0%	\$ -	\$ 144,497.44
<b>DIVISION 17 - ELECTRICAL</b>						
1 MOBILIZATION & TEMPORARY POWER	\$ 49,520.00			100%	\$ 49,520.00	\$ -

CONTRACTOR:

## GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER &amp; ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
2 SITE UNDERGROUND CONDUIT & HANDHOLES	\$ 495,200.00			0%	\$ -	\$ 495,200.00
3 DISTRIBUTION AND EQUIPMENT	\$ 495,200.00			0%	\$ -	\$ 495,200.00
4 ABOVE GROUND CONDUIT & EQUIPMENT	\$ 445,680.00			0%	\$ -	\$ 445,680.00
5 WIRE, CABLE & WIRING DEVICES	\$ 396,160.00			0%	\$ -	\$ 396,160.00
6 LIGHT FIXTURES, LAMPS & POLES	\$ 173,320.00			0%	\$ -	\$ 173,320.00
7 LIGHTNING PROTECTION	\$ 24,760.00			0%	\$ -	\$ 24,760.00
8 SCADA SYSTEM MODIFICATIONS	\$ 198,080.00			0%	\$ -	\$ 198,080.00
9 INSTRUMENTATION FIELD INSTRUMENTS	\$ 123,800.00			0%	\$ -	\$ 123,800.00
10 RTU 90 PLC CONTROL PANEL	\$ 24,760.00			0%	\$ -	\$ 24,760.00
11 RTU 95 PLC CONTROL PANEL	\$ 24,760.00			0%	\$ -	\$ 24,760.00
12 IN PLANT REUSE CONTROL PANEL	\$ 24,760.00			0%	\$ -	\$ 24,760.00
<b>TOTAL</b>	<b>\$ 15,426,644.00</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 704,527.02</b>	<b>\$ 14,722,116.98</b>

# FERGUSON® WATERWORKS

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845135	\$3,703.38	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

**SHIP TO:**

WILLIAMS INDUSTRIAL SVCS LLC  
100 CRESCENT CENTRE PKWY #1240  
HARBOR RD WRF EXPANSION  
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC  
1277 HARBOR RD  
HARBOR RD WRF EXPANSION  
GREEN COVE SPRINGS, FL 32043


SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FL2CLA	PO# 463000012009 RELEASED PER ALAN	JGS	HARBOR RD WRF EXPANSION	04/29/21	IO 104224

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
40	40	A06650020IB	UNDERDRAIN 6X20 N12 COR W/TITE HDPE PIPE BE Line 335	2.700	FT	108.00
1100	1100	A06110020IB	6X20 N12 PERF HDPE PIPE Line 335	2.750	FT	3025.00
32	32	A0667AA	6 N12 HDPE COR SNAP END CAP Line 333	9.000	EA	288.00
16	0	A0631AN	6X6 N12 COR FAB CRS TEE		EA	0.00
64	0	A0613AA	6 DUAL WALL N12 HDPE BOE SNAP COUP		EA	0.00
2	2	F105166	6 AC DI X 6 CI PVC COUP Line 335	12.000	EA	24.00
<b>INVOICE SUB-TOTAL</b>						<b>3446.00</b>
<b>TAX</b>						<b>258.38</b>

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$3,703.38
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

101256

<p><b>INVOICE</b>                  INVOICE NUMBER: 21-26                  DATE: April 30, 2021</p>	<p><b>TSC-JACOBS NORTH</b>                  24156 SR 54, SUITE 3                  LUTZ FLORIDA 33559                  TEL: 813 242 2660 FAX: 813 242 2597</p>
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<p>To:                  WMS Industrial SVC, LLC                  100 Crescent Centre Parkway                  Suite 1240                  Tucker, GA 30084                  Attn: Alan Williams</p>	<p>SUBJECT:                  CGCS/DEP SRF Harbor Road WR PH2</p>
---	--

SALES PERSON	Purchase Order Number	TERMS
Joe Sacco	463000012003	Remit payment to above address

QTY.	DESCRIPTION	AMOUNT
1	4-Floating Aerators from Aerator Solutions	
1	Freight	
<b>SUB TOTAL</b>		<b>\$115,385.00</b>
<b>FSST</b>		<b>\$6,923.10</b>
<b>SURTAX</b>		<b>\$75.00</b>
<b>TOTAL AMOUNT DUE</b>		<b>\$122,383.10</b>

RECEIVED  
 MAY 03 REC'D  
 By \_\_\_\_\_

187

RECEIVED  
 MAY 03 REC'D  
 By \_\_\_\_\_



# FERGUSON

## WATERWORKS

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1843656	\$34,008.78	59035	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW #149  
PO BOX 100286  
ATLANTA, GA 30384-0286

SHIP TO

WILLIAMS INDUSTRIAL SVCS LLC  
100 CRESCENT CENTRE PKWY #1240  
HARBOR RD WRF EXPANSION  
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC  
1277 HARBOR RD  
HARBOR RD WRF EXPANSION  
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FL2CLA	483000012009	JGS	HARBOR RD WRF EXPANSION	05/06/21	104287
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
994	0	SDR26HWSPX14	GRAVITY PIPE 8X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
196	0	SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
84	0	SDR26HWSP14	4X14 SDR26 HW PVC GJ SWR PIPE FORCE MAIN		FT	0.00	
440	0	DR18GP12	12 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
40	0	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
40	0	DR25GP20	20 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
200	0	DR18GPX	8 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
460	0	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE RIVER OUTFALL		FT	0.00	
80	0	DR25GP20	20 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
1000	700	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP	35.150	FT	24805.00	30
14	0	SDR26HWSP1514	15X14 SDR26 HW PVC GJ SWR PIPE REUSE LINE		FT	0.00	
780	0	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE WATER		FT	0.00	
20	0	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE		FT	0.00	
440	0	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE DRAINAGE		FT	0.00	
42	0	SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
28	0	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
100	0	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE INFLUENT STRUCTURE		FT	0.00	
20	0	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
20	0	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
140	0	DR25GP14	14 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
200	0	DR18GP10	10 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
160	160	DR25GP18	18 C900 DR25 CL165 PVC GJ GREE PIPE	46.300	FT	7408.00	30
160	0	DR25GP14	14 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
INVOICE SUB-TOTAL						32013.00	
TAX						Cley	1995.78
TOTAL DUE						\$34,008.78	4.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD-FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

MAY 17 REC'D

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$34,008.78

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

# FERGUSON<sup>®</sup>

## WATERWORKS

9692 FLORIDA MINING BLVD W  
 BUILDING #100  
 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1843656-1	\$12,674.04	59035	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW #149  
 PO BOX 100286  
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC  
 100 CRESCENT CENTRE PKWY #1240  
 HARBOR RD WRF EXPANSION  
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC  
 1277 HARBOR RD  
 HARBOR RD WRF EXPANSION  
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	05/18/21	104390D
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
994	0	SDR26HWSPX14	GRAVITY PIPE 8X14 SDR26 HW PVC GJ SWR PIPE	4.140	FT	0.00	
196	196	SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE		FT	811.44	
84	0	SDR26HWSP14	4X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
			FORCE MAIN				
440	440	DR18GP12	12 C900 DR18 PVC GJ GREE PIPE	25.330	FT	11145.20	
40	0	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
40	0	DR25GP20	20 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
200	0	DR18GPX	8 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
460	0	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
			RIVER OUTFALL				
80	0	DR25GP20	20 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
300	0	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
14	0	SDR26HWSP1514	15X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
			REUSE LINE				
780	0	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE		FT	0.00	
			WATER				
20	0	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE		FT	0.00	
440	0	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE		FT	0.00	
			DRAINAGE				
42	0	SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
28	0	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
100	0	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
			INFLUENT STRUCTURE				
20	0	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
20	0	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
140	0	DR25GP14	14 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
200	0	DR18GP10	10 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
160	0	DR25GP14	14 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
<b>INVOICE SUB-TOTAL</b>						<b>11956.64</b>	
<b>TAX</b>						Florida 5000 Cap Met	<b>717.40</b>
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
<b>TERMS: NET 10TH PROX</b>						<b>ORIGINAL INVOICE</b>	<b>TOTAL DUE \$12,674.04</b>

299

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

**SURETY MARKETS, INC**

P.O. Box 24494  
 Jacksonville, FL 32241

**INVOICE**

Date	Invoice No.
2/22/2021	619

<b>BILL TO:</b>
Cogburn Bros Inc 3300 Faye Road Jacksonville, FL 32226

<b>REMIT TO:</b>
SURETY MARKETS, INC P.O. Box 24494 Jacksonville, FL 32241 (904) 636-0063 Phone (904) 636-0062 Fax

Description ~ Term	Bond No	Amount	Premium
DEP SRF Harbor Road WRF Expansion, Ph 2 - Green Cove Springs, FL (03/01/2021)	30104582	\$2,196,245.00	16,798.00
<p>RECEIVED FEB 24 2021</p> <p>C2123.01 C</p>			
Thank you for your business and have a nice day!		<b>Total</b>	\$16,798.00



Florida Surety Bonds, Inc  
620 Wymore Road, Suite #200  
Maitland, FL 32751  
(407) 786-7770  
(407) 786-7766

### CUSTOMER INVOICE

Principal: Precon Corporation  
115 SW 140th Terrace  
Newberry, FL 32669

Invoice # 032004-1-1

Requestor:

Bill Date: 3/22/2021

Phone: 3523321200

Email:

Bond Number	Project Number	Effective Date	Expiration Date	Premium Due	Due Date
257-09-70	Subcontract Agreement No. 46300001SC01	3/22/2021	10/22/2022	\$16,625.00 (USD)	Due Upon Receipt

### BOND SUMMARY

Principal: Precon Corporation, 115 SW 140th Terrace, Newberry, FL 32669

Obligee: Williams Industrial Services, LLC, 100 Crescent Centre Pkwy, Suite 1290, Tucker, GA 30084

Surety: Great American Insurance Company

Bond Amount: \$2,424,582.55 (USD)      Contract Amount: \$2,424,582.55 (USD)

Bond Type: Contract

Bond Description: DEP SRF Harbor Road WRF Expansion, Ph. 2 Project - (Oxidation Ditch & Clarifiers)  
SRF Agreement No. WW100420

Bond Premium will be adjusted on final contract price resulting from a change in scope. Reductions in contract price for owner direct purchases do not result in return premium.

If you have any questions, please call Coralise Medal.

#### FLORIDA SURETY BONDS NOW OFFERS THREE SECURE AND EASY PAYMENT OPTIONS:

- 1.) Pay now via ACH (eChecking) at [www.floridasuretybonds.com/paynow](http://www.floridasuretybonds.com/paynow) (no fee)
- 2.) Pay now via credit card at [www.floridasuretybonds.com/paynow](http://www.floridasuretybonds.com/paynow) (3% processing fee required with credit cards)
- 3.) Mail check to "Florida Surety Bonds" at 620 N. Wymore Rd Ste 200 Maitland, FL 32751. Please specify Bond # or Invoice # on check.

We can also provide information for wire transfers upon request at 407-786-7770 during business hours.

Thank you for your business, we are honored to serve you!

500,000 x 1009 = 46,500  
 1,500,000 x 1063 = 9,450  
 424,582.55 x 1057 = 2,292.75  
 16,242.75



1041 Old Cassatt Road  
Berwyn, PA 19312  
Phone: 610-727-5300/Fax: 610-727-5414

**Invoice # 3757**

Page 1 of 1

Account Number  
WILLIND-01  
Balance Due On  
3/1/2021  
Amount Paid

Date  
2/24/2021

Issuing Company  
Lexon Insurance Co

Amount Due  
\$231,400.00

**Williams Industrial Services Group, LLC  
100 Crescent Centre Parkway, Suite 1240  
Tucker, GA 30084**

Please make check payable to: The Simkiss Agency, Inc.

Surety Bond

Policy Number: LICX1200727

Effective: 3/1/2021 to 9/21/2022

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
125	3/1/2021	3/1/2021	NEWB	Williams Industrial Services, LLC Descr: DEP SRF Harbor Road WRF Expansion, Ph. 2 - SRF Agreement No. WW100420, Green Cove Springs, Florida BndAmt: \$15,426,644.33 Obligee: City of Green Cove Springs	\$231,400.00

**Total Invoice Balance: \$231,400.00**


**HIGGINBOTHAM**

500 W. 13th Street  
Fort Worth, TX 76102  
Phone: (817) 336-2377

Williams Industrial Services Group, Inc.  
100 Crescent Centre Parkway  
Suite 1240  
Tucker, GA 30084

**Invoice # 33295**

Page: 1 of 1

Account Code

Date

WILLIND-01

3/10/2021

Balance Due On

Amount Due

3/22/2021

\$54,553.00

**\*New Remit To Address\***
**Please remit payment to:**
**Higginbotham Insurance Agency, Inc.**
**P.O. Box 735110**
**Dallas, TX 75373-5110**

Policy Type: Installation / Builders Risk

Policy Number: IM3CM00509-211

Effective: 3/22/2021 to 11/15/2022

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
	3/22/2021	3/22/2021	NEWB	New Builders Risk - Green Cove Springs, FL Effective 3/22/2021	\$54,053.00
	3/22/2021	3/22/2021	PFEE	Policy Fee for Builders Risk - Green Cove Springs, FL	\$500.00

**Total Invoice Balance:**
**\$54,553.00**

*Please make check payable to Higginbotham and include your invoice for proper application of your payment.  
Or, pay on-line at <https://higginbotham.epaypolicy.com/>*




# EJCDC-Williams Industrial Services, LLC Pay Application #01R 06-06-2021

Final Audit Report

2021-06-07

Created:	2021-06-07
By:	Gretchen Fordham (gafordham@wisgrp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0FQbbg7zQdWPramUOJhnpzUeOWYogyB1

## "EJCDC-Williams Industrial Services, LLC Pay Application #01R 06-06-2021" History

-  Document created by Gretchen Fordham (gafordham@wisgrp.com)  
2021-06-07 - 2:57:02 PM GMT- IP address: 73.104.37.90
-  Document emailed to Alan Williams (acwilliams@wisgrp.com) for signature  
2021-06-07 - 2:57:22 PM GMT
-  Email viewed by Alan Williams (acwilliams@wisgrp.com)  
2021-06-07 - 3:46:08 PM GMT- IP address: 174.211.199.134
-  Document e-signed by Alan Williams (acwilliams@wisgrp.com)  
Signature Date: 2021-06-07 - 3:49:20 PM GMT - Time Source: server- IP address: 174.211.199.134
-  Agreement completed.  
2021-06-07 - 3:49:20 PM GMT



POWERED BY  
Adobe Sign

<b>MEMORIAL DAY FESTIVAL 2021</b>					
<b>EVENT COORDINATOR EXPENSES &amp; PROFIT/DONATIONS</b>					
<b>EXPENSES:</b>					
<b>Employee Meals</b>					
\$950.00					
<b>\$950.00</b>					
<b>Divine Florist</b>					
\$1,210.00	Wreath, Vase Arrangements, Delivery fee				
<b>\$1,210.00</b>	<b>Total</b>				
<b>Entertainment</b>					
\$475.00	Entertainers				
\$1,500.00	Jim Craft - MC				
\$1,500.00	Kevin Craft - Soundman				
<b>\$3,475.00</b>	<b>Total</b>				
<b>T5 Sportswear</b>					
\$404.68	T-shirts for Event Staff				
<b>\$404.68</b>					
<b>Supplies</b>					
\$165.96	Wal-Mart - waters, tableclothes, gift cards (prizes)				
\$60.00	Walgreens - gift cards (prizes)				
\$39.96	Amazon - Rubber Ducks				
<b>\$265.92</b>	<b>Total</b>				
<b>City Permit</b>					
\$25.00	Banner Permit				
<b>Advertisement</b>					
\$395.00	Neighbor to Neighbor				
\$500.00	Clay Today				
\$1,000.00	Unation				
\$1,500.00	St Augustine Moms				
<b>\$3,395.00</b>	<b>Total</b>				
<b>Kynex</b>					
\$10,000.00	Fireworks Display				
<b>\$19,725.60</b>	<b>EXPENSE TOTAL</b>				
<b>DONATIONS:</b>					

\$500.00	CHW, Inc.					
\$500.00	Lewis Longman Walker					
\$1,000.00	Garber Auto Mall					
\$1,000.00	JAX Utility Mgmt					
\$1,000.00	Mittauer & Assoc.					
\$1,000.00	Travis Cummings - Donation for Veteran's Booth					
\$2,000.00	D.R. Horton Construction					
\$2,000.00	Tocoi Engineering					
\$406.85	ATM Commission					
\$9,406.85	<b>PROFIT/DONATIONS TOTAL</b>					
\$2,500.00	<b>TDC FUNDS</b>					
\$19,725.60	<b>Total Expense</b>					
\$9,406.85	Total Donations					
\$2,500.00	Total TDC Funds					
<b>\$7,819</b>	<b>FINAL TOTAL EXPENSE</b>					

Officers	Time On	Time Off	Hours Worked	Gross Hourly Rate	\$ Amt. Due
Sgt. Luedtke (Incident Commander)	1200	2200	10	\$44.13	\$441.30
Det. E. Vineyard	1900	2200	3	\$31.53	\$94.59
Ofc. R. Reese	0700	1200	5	\$27.24	\$136.20
Ofc. J. Lee	1200	1700	5	\$31.53	\$157.65
Ofc. S. Hickman	1700	2200	5	\$27.24	\$136.20
Ofc. B. Camp	0700	1200	5	\$31.53	\$157.65
Ofc. R. Henderson	1200	1700	5	\$31.53	\$157.65
Ofc. R. Gann	1700	2200	5	\$27.24	\$136.20
Det. D. Patterson	1600	2200	6	\$31.53	\$189.18
Ofc. W. Schauman	1600	2200	6	\$31.53	\$189.18
Ofc. N. Newton	1900	2200	3	\$31.53	\$94.59
Ofc. J. Arnold	1900	2200	3	\$31.53	\$94.59
Det. D. Carpenter	1900	2200	3	\$31.53	\$94.59
<b>13 officers</b>	<b>x</b>	<b>x</b>	<b>64 hours</b>		<b>\$2,079.57</b>
<b>2 Admin.</b>	<b>x</b>	<b>x</b>	<b>Admin. Hours</b>		
Chief Asdot (Salary- for illustrative purposes only)	1000	2100	11	\$66.96	\$736.56
Cmdr. Hines (Salary- for illustrative purposes only)	1500	2300	8	\$46.59	\$372.72
			<b>19</b>		<b>\$1,109.28</b>
	<b>Scheduling Fee is waived for this event</b>				<b>n/a</b>
	<b>x</b>	<b>x</b>	<b>83 hours</b>	<b>Combined Total Costs</b>	<b>\$3,188.85</b>
<b>Hours worked prior to festival - set up of cool down tent</b>					
R. Reese	0730	1100	3.5	\$18.16	\$54.48
T. Arnold	0730	1100	3.5	\$21.02	\$63.06
S. Hickman	0730	1100	3.5	\$18.16	\$54.48
S Hines	0730	1100	3.5	\$31.06	\$93.18
D. Patterson	0730	1100	3.5	\$21.86	\$76.51
<b>Hours worked prior to festival - break down of cool down tent</b>					
J Guzman	1330	1500	1.5	\$31.06	\$46.59
J. Lee	1330	1500	1.5	\$21.02	\$31.53
S Hines	1300	1500	1.5	\$31.06	\$46.59
S. Hickman	1330	1500	1.5	\$18.16	\$27.24
T. Reichenback	1330	1500	1.5	\$21.02	\$31.53
<b>On Duty Time dedicated to set up of OPS Plan and prep for event</b>					
S. Hines			5	\$31.06	\$155.30
			<b>30 hours</b>	<b>Combined Total Costs</b>	<b>\$680.49</b>
				<b>Total Costs</b>	<b>\$3869.34</b>



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Council Meeting **MEETING DATE:** June 15, 2021  
**FROM:** Kimberly Thomas, Executive Assistant to the City Manager  
**SUBJECT:** Memorial Day - After Action Report

### BACKGROUND

Expenses & Donations attached

Note: ATM Service donated their proceeds back to the Veteran's Booth for next year!

Areas of attention for next year' event: Availability of Online Vendor payments, Earlier Blocking of Streets for Vendor Set Up

### FISCAL IMPACT

### RECOMMENDATION

City Council accept After Action Report

<b>Memorial Day Festival In-Kind Services and Direct Costs</b>		
<b>2013</b>		
<b>Public Works</b>		
<b>Item</b>	<b>Cost</b>	<b>Comments</b>
<b>DIRECT COSTS</b>		
Ace	\$ 205.74	Ropes, Fittings and Paint
Fastenal	\$ 21.36	Zip Ties
Kelly Signs	\$ 473.00	Replace Letters and Event Parking signs
Home Depot	\$ 29.61	Totes for bunting
Walmart	\$ 69.44	Spray Paint for Chairs
Tent Rental	\$ 507.00	Tent 30 x 30 Blue Cross/Blue Shield
Pats Nursery	\$ 5.60	Sod
Rental Cart	\$ 295.00	Multi Passager golfcart
Warehouse	\$ 817.99	Clean Supplies (Paper Products, Garbage Bags, etc.)
<b>DIRECT COSTS SUBTOTAL</b>	<b>\$ 2,424.74</b>	
<b>IN-KIND SERVICES</b>		
Street Sweeping	\$ 1,199.78	8.5 regular work hours and 8.5 equipment hours
Mowing	\$ 3,160.07	109 regular work hours and 109 equipment hours
Port-o-lets	\$ 470.00	4 regular @ \$70 and 2 handicap @ \$95
Cardboard trash boxes	\$ 7.00	20 @ \$0.34
Roll-Off dumpster	\$ 204.77	
731.50 man hours	\$ 14,467.91	5/1/13 - 6/3/13 - regular work hours
equipment charge for man hours	\$ 12,394.00	based on FEMA billable hourly rates
<b>IN-KIND SERVICES SUBTOTAL</b>	<b>\$ 31,903.53</b>	



## 2014 Memorial Day Festival In-Kind Services and Direct Costs

### Public Works

Item	Cost	Comments
<b>DIRECT COSTS</b>		
5 Star Designs	\$ 2,250.00	Hats for Veterans
Ace	\$ 130.42	Ropes, Fittings and Paint
Betsy Ross Flag Company	\$ 703.80	20 x 30 Flag
Cardboard trash boxes	\$ 7.00	20 @ \$0.34
Fastenal	\$ 21.65	Zip Ties
Home Depot	\$ 234.00	Flags for Veterans
Kelly Signs	\$ 455.00	Replace Letters and Event Parking signs
Oriental Trading	\$ 155.50	Trinkets for Veterans
Port-o-lets	\$ 410.00	4 regular @ \$70 and 2 handicap @ \$95
Rental Cart	\$ 295.00	Multi Passager golfcart
Roll-Off dumpster	\$ 204.77	
Walgreens	\$ 50.00	Bottle Water
Warehouse	\$ 398.74	Clean Supplies (Paper Products, Garbage Bags, etc.)
<b>DIRECT COSTS SUBTOTAL</b>	<b>\$ 5,315.88</b>	
<b>IN-KIND SERVICES</b>		
Street Sweeping	\$ 3,191.51	23 regular work hours and 23 equipment hours
Mowing	\$ 940.05	35 regular work hours and 35 equipment hours
665 man hours	\$ 11,436.73	5/7/14 - 5/29/14 - regular work hours
Equipment charge for man hours	\$ 12,949.50	Based on FEMA billable hourly rates
<b>IN-KIND SERVICES SUBTOTAL</b>	<b>\$ 28,517.79</b>	

## 2015 Memorial Day Festival In-Kind Services and Direct Costs

### Public Works

Item	Cost	Comments
<b>DIRECT COSTS</b>		
5 Star Designs	\$ 2,250.00	Hats for Veterans
Ace	\$ 58.83	Ropes, Fittings and Paint
Betsy Ross Flag Company	\$ 595.00	20 x 30 Flag
Cardboard trash boxes	\$ 7.00	20 @ \$0.34
Pats	\$ 373.95	Bug Killer
Home Depot	\$ 177.90	Flags for Veterans & Zip ties
Kelly Signs	\$ 320.00	Replace Letters and Event Parking signs
Oriental Trading	\$ 250.00	Trinkets for Veterans
Port-o-lets	\$ 410.00	4 regular @ \$70 and 2 handicap @ \$95
Rental Cart	\$ 295.00	Multi Passenger golf cart
Roll-Off dumpster	\$ 210.00	
Walmart	\$ 69.12	Bottle Water
Warehouse	\$ 651.31	Clean Supplies (Paper Products, Garbage Bags, etc.)
<b>DIRECT COSTS SUBTOTAL</b>	<b>\$ 5,668.11</b>	
<b>IN-KIND SERVICES</b>		
Street Sweeping	\$ 3,407.40	20 regular work hours and 20 equipment hours
1476 man hours	\$ 27,355.72	3/25/15 - 6/01/15 - regular work hours
Equipment charge for man hours	\$ 34,219.00	Based on FEMA billable hourly rates
<b>IN-KIND SERVICES SUBTOTAL</b>	<b>\$ 64,982.12</b>	

## 2016 Memorial Day Festival In-Kind Services and Direct Costs

### Public Works

Item	Cost	Comments
<b>DIRECT COSTS</b>		
Ace	\$ 47.94	Ropes, Fittings and Paint
Cardboard trash boxes	\$ 7.00	20 @ \$0.34
Kelly Signs	\$ 60.00	Replace Letters and Event Parking signs
Fastenal	\$ 303.14	Zipties
Home Depot	\$ 100.00	Flags for Veterans
Amason's	\$ 410.00	Port-o-lets 4 regular @ \$70 and 2 handicap @ \$95
Rental Cart	\$ 600.00	1 Multi Passenger golf cart and 4 Regular carts
Advanced Disposal	\$ 210.00	Roll off dumpster
Walmart	\$ 189.94	Water & Two tents for Veterans
Warehouse	\$ 538.61	Clean Supplies (Paper Products, Garbage Bags, etc.)
5 Star Designs	\$ 2,400.00	5star Design,Hats for Veterans
Oriental Trading	\$ 100.00	Trinkets for Veterans
<b>DIRECT COSTS SUBTOTAL</b>	<b>\$ 4,966.63</b>	
<b>IN-KIND SERVICES</b>		
Street Sweeping	\$ 601.09	3.50 regular work hours and 3.50 equipment hours
321.50 man hours	\$ 10,007.69	5/16/16 - 6/01/16 - regular work hours
Equipment charge for man hours	\$ 6,204.00	Based on FEMA billable hourly rates
<b>IN-KIND SERVICES SUBTOTAL</b>	<b>\$ 16,812.78</b>	

## 2017 Memorial Day Festival In-Kind Services and Direct Costs

### Public Works

Item	Cost	Comments
<b>DIRECT COSTS</b>		
Ace	\$ 145.16	Ropes, Fittings and Paint
Cardboard trash boxes	\$ 7.00	20 @ \$0.34
Home Depot	\$ 294.00	Flags for Veterans
Amason's	\$ 410.00	Port-o-lets 4 regular @ \$70 and 2 handicap @ \$95
Rental Cart	\$ 1,600.00	2) Multi Passenger golf carts and 4) regular carts
Advanced Disposal	\$ 210.00	Roll off dumpster
Warehouse	\$ 214.74	Clean Supplies (Paper Products, Garbage Bags, etc.)
5 Star Designs	\$ 2,400.00	5star Design,Hats for Veterans
Oriental Trading	\$ 150.00	Trinkets for Veterans
<b>DIRECT COSTS SUBTOTAL</b>	<b>\$ 5,430.90</b>	
<b>IN-KIND SERVICES</b>		
Street Sweeping	\$ 547.95	3.00 regular work hours and 3.00 equipment hours
718.00 man hours	\$ 15,992.16	5/8/17 - 05/30/17 reg and overtime man hours
Equipment charge for man hours	\$ 8,317.00	Based on FEMA billable hourly rates
<b>IN-KIND SERVICES SUBTOTAL</b>	<b>\$ 24,857.11</b>	
<b>TOTAL</b>	<b>\$ 30,288.01</b>	

## 2018 Memorial Day Festival In-Kind Services and Direct Costs

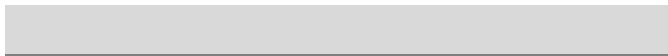
### Public Works

Item	Cost	Comments
<b>DIRECT COSTS</b>		
Ace	\$ 106.48	Ropes, Fittings and Paint
Cardboard trash boxes	\$ 7.00	20 @ \$0.34
Home Depot	\$ 78.00	Flags for Veterans
Amason's	\$ 410.00	Port-o-lets 4 regular @ \$70 and 2 handicap @ \$95
Cart Rental	\$ 200.00	2) Multi Passenger golf carts and 4) regular carts
Banners	\$ 55.00	Update Banners
United Rental	\$ 513.60	Tent Rental for our Veterans
Fastenal	\$ 127.26	Zipties and screws
Advanced Disposal	\$ 210.00	Roll off dumpster
Warehouse	\$ 214.74	Clean Supplies (Paper Products, Garbage Bags, etc.)
5 Star Designs	\$ 2,400.00	5star Design,Hats for Veterans
Oriental Trading	\$ 154.20	Trinkets for Veterans
<b>DIRECT COSTS SUBTOTAL</b>	<b>\$ 4,476.28</b>	
<b>IN-KIND SERVICES</b>		
Street Sweeping	\$ 696.60	4 regular work hours and 4.00 equipment hours
417.50 man hours	\$ 8,253.12	5/7/18 - 06/2/18 reg and overtime man hours
Equipment charge for man hours	\$ 6,867.00	Based on FEMA billable hourly rates 342
<b>IN-KIND SERVICES SUBTOTAL</b>	<b>\$ 15,816.72</b>	
<b>TOTAL</b>	<b>\$ 20,293.00</b>	

<b>2019 Memorial Day Festival In-Kind Services and Direct Costs</b>		
<b>Public Works</b>		
<b>Item</b>	<b>Cost</b>	<b>Comments</b>
<b>DIRECT COSTS</b>		
Ace	\$ 150.04	Ropes, Fittings and Paint
Cardboard trash boxes	\$ 7.00	20 @ \$0.34
Home Depot	\$ 156.00	Flags for Veterans
Sam's/Walmart	\$ 164.74	Water and Gatorade
Golf Cart Rental	\$ 1,500.00	2) Multi Passenger golf carts and 4) regular carts
Banners	\$ 50.00	Update Banners
Fastenal	\$ 104.18	Zipties and screws
Coastal Canvas	\$ 302.00	Repaired large US flag
Advanced Disposal	\$ 210.00	Roll off dumpster
Warehouse	\$ 797.45	Clean Supplies (Paper Products, Garbage Bags, etc.)
American Spot Cooling	\$ 950.00	A/c for tent
5 Star Designs	\$ 2,400.00	5star Design,Hats for Veterans
Oriental Trading	\$ 98.97	Trinkets for Veterans
<b>DIRECT COSTS SUBTOTAL</b>	<b>\$ 6,890.38</b>	
<b>IN-KIND SERVICES</b>		
Street Sweeping	\$ 699.68	4 regular work hours and 4.00 equipment hours
932 man hours	\$ 19,556.67	759 reg and 173 overtime man hours
Equipment charge for man hours	\$ 15,667.50	Based on FEMA billable hourly rates
<b>IN-KIND SERVICES SUBTOTAL</b>	<b>\$ 35,923.85</b>	
<b>TOTAL</b>	<b>\$ 42,814.23</b>	







## 2021 Memorial Day Festival In-Kind Services and Direct Costs

### Public Works

Item	Cost	Comments/Notes
<b>DIRECT COSTS</b>		
Ace	\$ 354.50	Ropes, Fittings and Paint
Cardboard trash boxes	\$ 7.00	20 @ \$0.34
Sam's/Walmart	\$ 361.52	Water and Gatorade
Golf Cart Rental	\$ 1,500.00	2) Multi Passenger golf carts and 4) regular carts
Banners	\$ 106.00	Update Banners
Fastenal	\$ 34.17	Zipties and screws
Irish Sail Lady	\$ 276.00	Repaired large US flag
Warehouse	\$ 797.45	Clean Supplies (Paper Products, Garbage Bags, etc.)
Moblie Air & Power Rentals	\$ 1,141.00	Cooling Unit for tent
Waste Regulators	\$ 380.00	Rolloff Dumpster
United Rentals	\$ 731.00	Port-o-let Rentals
5 Star Designs	\$ 2,550.00	5star Design,Hats for Veterans
Oriental Trading & Amazon	\$ 225.00	Trinkets for Veterans
<b>DIRECT COSTS SUBTOTAL</b>	<b>\$ 8,463.64</b>	
<b>IN-KIND SERVICES</b>		
Street Sweeping	\$ 717.24	4 regular work hours and 4.00 equipment hours
841 man hours	\$ 20,882.57	674 reg and 171 overtime man hours
Equipment charge for man hours	\$ 11,537.00	Based on FEMA billable 573 hourly rates
<b>IN-KIND SERVICES SUBTOTAL</b>	<b>\$ 33,136.81</b>	
<b>TOTAL</b>	<b>\$ 41,600.45</b>	



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Meeting **MEETING DATE:** June 15, 2021

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

**SUBJECT:** City Council approval to Cancel Change Order #4 (water main and sewer force main extension down County Road 315 to US 17 in the amount of \$49,100.00) and increase Change Order #3 in the amount of \$51,000.00 for a total amount of \$170,950.00 for water main and sewer force main extension down Wilkes Point Road, to General Underground, under Bid Award LC 2020-06, Reynolds Water System Improvements for a total amount of \$1,631,644.00. **Mike Null**

### BACKGROUND

On June 16, 2016 the City Council approved the Rate Study conducted by Staff and Mittauer & Associates.

On March 21, 2017, Council approved a Task Order with Mittauer & Associates for \$50,000.00 for development of a Water Master Plan.

On June 19, 2018, the City Council approved the Water Master Plan conducted by Staff and Mittauer. The Master Plan included a thorough review of the existing Water Capital Improvement Program (CIP) and resulted in an update to the CIP. As a result of the updated CIP, Staff requested an update to the Water portion of the Rate Study to evaluate financing options and alternatives to CIP financing.

On September 4, 2018, City Council approved a Task Authorization with Mittauer & Associates for \$12,000.00 to update the Water Rate Study.

At the March 5, 2019 City Council meeting Staff and Mittauer presented the updated Water Rate Study which was subsequently approved by the City Council. The City Council directed staff to return with an Ordinance authorizing the borrowing of funds to complete the immediate and future CIP needs. Staff was also directed to draft an RFP to secure a loan for the "Priority 1" immediate need CIP projects.

The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000.00

The Priority 2, Harbor Road, Bonaventure and Magnolia Point Cul-de-sac, total design and construction estimate is \$4,850,000.00.

The Priority 3, Reynolds High Service Pumps & Well 2 design and construction estimate is \$2,500,000.00.

The Priority 4, asbestos concrete (AC) pipe replacement. Design and construction estimate is \$6,620,000.00

The Priority 5, Governors Creek Water Main, design, and construction estimate is \$360,000.00

Design and permitting for Priorities 3-5 cost estimate is \$1,424,000.00

Total 2019 Water CIP Cost Estimate is \$17,124,000.00

Council approved Ordinance No. O-07-2019 on First Reading as to Form Only on 3/19/19 which authorized staff to borrow up to \$18,000,000.00 for capital improvements to the City's Water System.

Council approved Ordinance No. O-07-2019 on Second and Final Reading on 4/2/19 which authorized staff to borrow up to \$18,000,000.00 for capital improvements to the City's Water System

On April 2, 2019 staff was directed to draft an RFP to secure a loan for the "Priority 1" immediate CIP projects. The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000 plus costs and fees related to the issuance of the loan.

On April 2, 2019, Council adopted Ordinance No. O-07-2019 authorizing the borrowing of up to \$18,000,000 for capital improvements to the City's water system. Staff was also directed to draft an RFP to secure a loan for the "Priority 1" immediate CIP projects. The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000 plus costs and fees related to the issuance of the loan.

During the May 21, 2019 meeting, Council authorized staff to award the loan for improvements to the City's water distribution system in Reynolds Park to Synovus Bank. Synovus Bank was chosen to finance the Water Utility Revenue Note, Series 2019 with a fixed 2.63% interest rate for 10 years without premium or prepayment penalty. This loan is secured solely by a pledge of the net revenues of the City's Water Utility System. The net revenues pledge for the Water Utility Revenue Note, Series 2019 will be obligated for the ten year term of the loan. The maturity date for this loan is April 1, 2029.

A formal bid was conducted by city staff and Mittauer for the Reynolds Water System Improvements. Included as an alternate was the extension of water & sewer services to MOBRO which came up at the end of the design and was added.

City staff and the engineer of record have reviewed the received bids and certified General Underground as the qualified bidder.

Through value engineering and project optimization the total amount for the Reynolds improvements was \$684,724.00, far below the \$1,350,000.00 estimate. This enabled staff to include financing for the extension of water services to and across the MOBRO property to them water. MOBRO will be contributing approximately \$150,000.00 of the \$314,275.00 cost of the extension for water and sewer services. The system has been sized for future expansion east on State Road 16.

City Council approved Bid Award LC 2020-06, Reynolds Water System Improvements in the amount of \$685,724.00 (Base Bid), and Alternate #1 (water & sewer extension to MOBRO) in the amount of \$314,275.00 for a total amount of \$1,000,449.00 to General Underground on 5/19/2020.

As General Underground is already mobilized, has demonstrated to be cost effective and produce quality work, has established unit prices, and the subject projects have a short timeline, the following change orders have been implemented, or are being requested.

On 7/7/2020 Council approved Change Order #1 (Cove Subdivision services replacement) in the amount of \$60,245.

On 12/8/2020 Council approved Change Order #2 (County Road 209 water / sewer extension) in the amount of \$400,000.00

On 3/16/2021 Council approved Change Order #3 in the amount of \$119,950.00 for water main and sewer force main extension down Wilkes Point Road, and Change Order #4 for water main and sewer force main extension down County Road 315 to US 17 in the amount of \$49,100.00.

The installation of the utilities on County Road 315 (Change order #4) was complete in house by staff, hence the request to cancel the change order.

At the commencement of utility installation on Wilkes Point began, waterfront property owners at the end of the road requested to connect to water & sewer. Staff obtained additional easement from the property owners and as the contractor was on-site, directional drilling the pipes it made sense to continue the installation of the additional 1300' of pipe.

### **FISCAL IMPACT**

With the cancellation of change Order #4, additional fiscal impact to be split between the Water and Sewer Funds, as applicable, is \$1900.00.

### **RECOMMENDATION**

Approve the cancellation of Change Order #4 (water main and sewer force main extension down County Road 315 to US 17 in the amount of \$49,100.00) and increase Change Order #3 in the amount of \$51,000.00 for a total amount of \$170,950.00 for water main and sewer force main extension down Wilkes Point Road, to General Underground, under Bid Award LC 2020-06.



CITY OF GREEN COVE SPRINGS  
WILKES POINT ROAD

Item No.	Item DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00
2	3" TAPPING SLEEVE and VALVE (WATER)	1	EA	\$ 3,500.00	\$ 3,500.00
3	3" TAPPING SLEEVE and VALVE (SEWER)	1	EA	\$ 3,500.00	\$ 3,500.00
4	3" Water Main	2,100	LF	\$ 27.50	\$ 57,750.00
5	3" GATE VALVE ( Water)	1	EA	\$ 1,250.00	\$ 1,250.00
7	2" BLOW OFF ASSEMBLY MANUAL (WATER)	1	EA	\$ 3,000.00	\$ 3,000.00
8	3" FORCE MAIN	2100	LF	\$ 27.50	\$ 57,750.00
9	3" GATE VALVE (Sewer)	1	EA	\$ 1,300.00	\$ 1,300.00
10	2" BLOW OFF ASSEMBLY MANUAL (SEWER)	1	EA	\$ 3,000.00	\$ 3,000.00
11	RESTORATION	1	LS	\$ 10,900.00	\$ 10,900.00
12	AS-BUILTS SURVEYOR	1	LS	\$ 7,000.00	\$ 7,000.00
13	DEMOBILIZATION	1	LS	\$ 7,500.00	\$ 7,500.00
				TOTAL	\$ 163,950.00

**From:** chrisbrown@generalunderground.com <chrisbrown@generalunderground.com>  
**Sent:** Thursday, June 10, 2021 8:57 AM  
**To:** Scott Schultz <sshultz@greencovesprings.com>  
**Subject:** Additional Services

**CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Scott,

Here is the quote for services on Wilkes Pt Rd

Four @ \$1750 Each = \$7,000

Chris Brown  
General Underground, LLC  
PO BOX 870  
Chiefland, FL 32644  
Office: (352)-493-7782  
Fax (352)-493-7785  
Cell:(305)-498-9433



General Underground, LLC.



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Meeting **MEETING DATE:** June 15, 2021  
**FROM:** Erin West, City Clerk  
**SUBJECT:** City Council approval of Resolution No. R-09-2021, a Resolution canceling the regularly scheduled meetings of the Green Cove Springs City Council for November 16, 2021 and December 21, 2021. *Erin West*

### BACKGROUND

The City Council Rules of Procedures were effective March 6, 2018. Section 2 Regular Meetings states:

#### **RULE 2                      REGULAR MEETINGS**

As noted in City Charter Section 2.10 (a), the City Council shall hold regular meetings on the first and third Tuesdays of each month commencing at 7:00 p.m. From time to time, regular meetings may be adjusted by Resolution of the City Council to accommodate a holiday schedule, except that: (a) When a regular meeting day shall fall on a Legal Holiday, the regular meeting shall be held on the following day at the same time and place, (b) In July, there shall be only one regular meeting to be held on the third Tuesday of the month commencing at 7:00 p.m., (c) In November, there shall be only one regular meeting to be held on the first Tuesday of the month commencing at 7:00 p.m., and (d) In December, there shall be only one regular meeting to be held on the first Tuesday of the month commencing at 7:00 p.m. Meetings shall also be rescheduled to accommodate Elections as scheduled by the Clay County Supervisor of Elections. The news media shall be notified and appropriate notice shall be posted at City Hall and on the City's website.

### FISCAL IMPACT

### RECOMMENDATION

Approve Resolution No. R-09-2021, a Resolution canceling the regularly scheduled meetings of the Green Cove Springs City Council for November 16, 2021 and December 21, 2021.

**RESOLUTION NO. R-09-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, CANCELLING AND RESCHEDULING THE REGULARLY SCHEDULED MEETINGS OF THE GREEN COVE SPRINGS CITY COUNCIL FOR JULY 2021 THROUGH DECEMBER 2021.**

**WHEREAS**, the City Charter Section 2.10 specifies that the City Council meet on at least two (2) occasions each month; and

**WHEREAS**, the meetings are pre-arranged as the first and third Tuesdays of each month; and

**WHEREAS**, the City Charter Section 2.10 gives the Mayor the ability to cancel up to one (1) meeting per month with 72 hours' notice contingent upon there being no business to be conducted by the City Council; and

**WHEREAS**, the City Council desires to cancel the City Council meetings on November 16, 2021, and December 21, 2021.

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

**SECTION 1.** The regularly scheduled City Council meetings are hereby rescheduled or cancelled according to Exhibit "A" attached hereto.

**SECTION 2.** This Resolution shall take effect immediately upon passage.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA IN REGULAR SESSION THIS 15TH DAY OF JUNE 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward R. Gaw, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXHIBIT “A”**

<b><u>Normal Dates - July 2021 – December 2021</u></b>	<b><u>New Dates</u></b>
July 6	Same
July 20	Same
August 3	Same
August 17	Same
September 7	Same
September 21	Same
October 5	Same
October 19	Same
November 2	Same
November 16	Cancel
December 7	Same
December 21	Cancel

**RULES OF PROCEDURE  
FOR THE CITY COUNCIL  
OF THE  
CITY OF GREEN COVE SPRINGS  
EFFECTIVE MARCH 6, 2018**



City Charter Section 2.10(C) allows the City Council to adopt procedural guidelines for City Council meetings to the extent they do not conflict with local or state law. The current edition of Robert's Rules of Order was adopted under Resolution No. R-34-80 to provide further guidelines for the conduct of efficient and orderly meetings. The following Rules of Procedure will provide more detailed guidelines.

**RULES OF CIVILITY**

The City of Green Cove Springs encourages citizen participation in the democratic process and recognizes and protects the right of freedom of speech afforded to all. As the City council conducts the business of the City, rules of civility shall apply. City Council members, City officials, and members of the public are to respectfully communicate according to the City Council's Rules of Procedure. Persons shall speak only when recognized by the Presiding Officer and, at that time, refrain from engaging in personal attacks or derogatory or offensive language. Comments from citizens being made at a time other than during the period titled "Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda" should be focused on the issue at hand. Outbursts will not be tolerated and those who do not conduct themselves in a respectful and lawful manner shall be subject to removal as outlines in the City Council's Rules of Procedure. It shall be the responsibility of each individual to demonstrate civility.

**PREFACE**

The City of Green Cove Springs conducts municipal government, performs municipal functions, and renders municipal services and exercises any power for municipal purposes according to the City Charter, except as otherwise provided for by law. Any conflict or need for clarification arising out of the following Rules of Procedure shall be resolved, where applicable, by provisions of the City Charter which shall prevail, except as otherwise provided for by law. Any Amendments to the City Charter which may require revisions to the Rules of Procedure shall be administratively prepared by the City Clerk and adopted by the City Council.

These Rules of Procedure are adopted by the City Council to guide the City Council through its primary operations and functions. They are designed to provide the structure needed to conduct City business while also maintaining the flexibility needed to efficiently and effectively carry out the public business as circumstances may dictate.

The Government in the Sunshine Act, also known as the Sunshine Law, provides a right of access to governmental proceedings of public boards or commissions at both the state and local levels. The law is equally applicable to elected and appointed boards, and applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before



that board for action. Members-elect to such boards or commissions are also subject to the Sunshine Law, even though they have not yet taken office. There are three basic requirements of s. 286.011, F.S.: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.

## **RULE 1                      MEETINGS**

All City Council meetings shall be held in the Council Chambers in City Hall, 321 Walnut Street, Green Cove Springs, Florida, unless advertised otherwise, and shall be open to the public. In case of emergency, the Mayor may designate an appropriate meeting place for a meeting open to the public. Robert's Rules of Order, as revised, so long as they do not conflict with Ordinances, Statutes, these Rules, or the City of Green Cove Springs Charter, shall be used as a guide in conducting City Council meetings.

## **RULE 2                      REGULAR MEETINGS**

As noted in City Charter Section 2.10 (a), the City Council shall hold regular meetings on the first and third Tuesdays of each month commencing at 7:00 p.m. From time to time, regular meetings may be adjusted by Resolution of the City Council to accommodate a holiday schedule, except that: (a) When a regular meeting day shall fall on a Legal Holiday, the regular meeting shall be held on the following day at the same time and place, (b) In July, there shall be only one regular meeting to be held on the third Tuesday of the month commencing at 7:00 p.m., (c) In November, there shall be only one regular meeting to be held on the first Tuesday of the month commencing at 7:00 p.m., and (d) In December, there shall be only one regular meeting to be held on the first Tuesday of the month commencing at 7:00 p.m. Meetings shall also be rescheduled to accommodate Elections as scheduled by the Clay County Supervisor of Elections. The news media shall be notified and appropriate notice shall be posted at City Hall and on the City's website.

## **RULE 3                      SPECIAL MEETINGS**

The Mayor, or in the Mayor's absence, the Vice-Mayor, or two (2) or more Council members, may call or schedule a Special Meeting of the City Council. Whenever possible, such meeting should be called on the first or third Tuesday, except holidays or eves of holidays. A minimum of six (6) hours' notice shall be given to all City Council members for all Special City Council Meetings. Notice of the call of such Special Meetings shall be by majority agreement of the City Council, or in writing, signed by the party or parties making the call, and shall be served on every member, either by notifying the member in person, by telephone, electronic media, or by leaving a copy of said notice at the member's legal residence. The news media, the City Attorney, the City Clerk, the City Manager, and affected Department Heads shall also be notified. The notice shall state the business to be transacted at such meeting and no other business than that so specified shall be transacted. Only matters on the agenda or matters of an emergency nature may be acted upon by the council. Justification of emergency action shall be spread upon the minutes of the meeting. Notice shall be posted at City Hall.

**RULE 4                      EMERGENCY MEETINGS**

The Mayor, or in the Mayor’s absence, the Vice-Mayor, two (2) or more Council members, or the City Manager, may call an Emergency Meeting of the City Council upon not less than six (6) hours’ notice to every City Council member. Emergency Meetings may be scheduled days or evenings in addition to the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month. Notice of the call of such Emergency Meetings shall be in writing, signed by the party or parties making the call, and shall be served on every member, either by notifying the member in person, by telephone, electronic media, or by leaving a copy of said notice at the member’s legal residence. The news media, the City Attorney, the City Clerk, the City Manager, and affected Department Heads shall also be notified. The notice shall state the business to be transacted at such meeting and no other business than that so specified shall be transacted. Notice shall be posted at City Hall. If there is no longer a need for an Emergency Meeting, the entity that called the meeting is authorized to cancel such meeting.

**RULE 5                      WORKSHOPS**

A workshop may be called orally or in writing by the Mayor, any two (2) or more City Council members, or the City Manager. The City Council can initiate workshops, also known as Special Meetings, that are public meetings to improve communication, to gain information, or to create a stronger working relationship among the elected officials of the general city government. Public attendance is encouraged. Notice shall be posted at City Hall.

**RULE 6                      QUORUM AND ATTENDANCE**

- (a) A Quorum of the City Council for the transaction of any business shall consist of three (3) members, but a lesser number may adjourn from time to time until a quorum is present. Once a quorum has been established, a majority of the City Council present at the meeting shall be required to carry a motion, unless, by Statute, Ordinance, or other regulation, an extraordinary majority (4/5ths) of the City Council is required for approval. In the absence of a quorum, the City Council may compel the attendance of members absent without cause by a fine of \$25.00 for each meeting not attended. As stated in City Charter Section 2.10, “All voting, except on procedural motions, shall be by roll call and the ayes and nays recorded in the minute book.”
  
- (b) City Council members may participate in and vote at all regular, special, or emergency meetings of the City Council by use of electronic media in those instances where the member is temporarily deployed, reassigned, activated, or transferred by any branch of the United States Military or the Florida National Guard for a period of longer than thirty (30) days. In addition, this policy shall cover any other situation resulting in the absence of the member due to illness, medical related issues of a non-incapacitation nature, or extraordinary circumstances related to their job or family emergencies causing them to be physically unable to attend a meeting. In all instances, participation by electronic media will only be allowed if a quorum is physically present at the site where the meeting is actually being held.

- (c) In addition to the City Council members, City officials whose regular attendance shall be required at meetings of the City Council are the: City Attorney, City Clerk, City Manager, or their designees, and City Department Directors as charged by the City Manager. The Chief of Police, or his representative, shall be present to provide security and assistance in maintaining order.

**RULE 7 NEW COUNCIL MEMBERS**

The term of City Council members elected to office shall commence on the 3<sup>rd</sup> Tuesday in May following the general election. A swearing-in ceremony for the new City Council members will be coordinated by the City Clerk. The City Clerk will provide orientation materials.

**RULE 8 ELECTION OF MAYOR AND VICE-MAYOR**

- (a) The election of Mayor and Vice-Mayor pursuant to Sec. 2.05 of the Charter shall occur at the second regular meeting in May.
- (b) In case of the absence or temporary disability of the Mayor, the Vice-Mayor serves as the Presiding Officer during the absence. In case of the absence or temporary disability of the Mayor and Vice-Mayor, an Acting Chair, elected from members of the City Council, serves during the continuance of the absences or disabilities.

**RULE 8 PRESIDING OFFICER**

- (a) The Mayor, or in the Mayor's absence the Vice-Mayor, shall preside over all meetings of the Council. In the absence of the Mayor and Vice-Mayor, at the hour fixed for any meeting, the City Manager shall call the City Council to order, whereupon a temporary Chair shall be elected by the members present. Upon arrival of the Mayor and Vice-Mayor, the temporary Chair shall relinquish the chair upon conclusion of the business immediately before the Council.
- (b) The Presiding Officer shall be responsible for enforcing the Rules of Procedure and conducting meetings in a manner which preserves order and decorum, prevents attacks on personalities or the impugning of members' motives, and confine debate or comments to the question under discussion. The Mayor shall endeavor to conduct meetings in a fashion that draws balance between the informality and congeniality possible in a small community while also maintaining the decorum and formality necessary to conduct business in an orderly fashion.

- (c) The Presiding Officer shall take the Chair at the hour fixed for the meeting and call the members to order. The Presiding Officer shall state every question given before the Council and direct the City Clerk to call roll. The City Clerk shall call roll in a random order as selected by the City Clerk. The City Clerk will record the vote on all matters in which the recording of ayes and nays is required by law or with respect to which any member requests such recording. The Presiding Officer or City Clerk will announce the decision of the City Council on all subjects and the Presiding Officer will decide on questions of order. Any member may appeal from the decision of the Presiding Officer, in which event a majority vote of the members present shall govern and conclusively determine the ruling appealed. No other business, except a motion to adjourn or to lay on the table, shall be in order until the question on appeal has been decided.
- (d) The Presiding Officer shall remain objective, consistent with Robert's Rules of Order. According to Robert's "Rule Against Chair's Participation in Debate," the Presiding Officer has, as an individual, the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. On certain occasions, the Presiding Officer may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs his/her duty to preside at that time. If the Presiding Officer wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

1. Vice-Mayor;
2. Other City Council members based on seniority of tenure;
3. City Clerk/City Manager.

The "Rule Against Chair's Participation in Debate" further states that the Presiding Officer who relinquished the chair shall not return to it until the pending main question has been disposed of, since he/she has shown himself/herself, to be partisan as far as that particular matter is concerned. Unless a Presiding Officer is extremely sparing in leaving the chair to take part in debate, he/she may destroy members' confidence in the impartiality of his/her approach to the task of presiding.

Once a motion has been made and second received, the Presiding Officer shall hear comments from the other City Council members. Following comments from the other City Council members, the Presiding Officer shall be permitted to provide his/her input on the motion.

- (e) Declare the meeting adjourned or at any time in the event of an emergency affecting the safety of those present.

**RULE 9**                      **CITY CLERK**

- (a) The City Clerk, or his/her Deputy Clerk, serves as parliamentarian, and advises the Presiding Officer as to correct rules of procedure or questions of specific rule application. The City Clerk calls to the attention of the Presiding Officer any error in the proceedings that may affect the substantive rights of any City Council member, or may otherwise do harm.
- (b) It shall be the duty of the City Clerk of the City Council, in addition to other duties prescribed by law, to keep and preserve correct minutes of the proceedings of the City Council. The minutes shall be a public record. Proposed substantive additions or corrections to proposed minutes, other than spelling and grammatical corrections, shall be furnished in writing to the City Clerk not less than twelve (12) hours prior to the meeting at which approval action is scheduled. The record of every meeting when approved and entered in the minutes shall be signed by the Presiding Officer at such meeting and attested by the City Clerk. The City Clerk shall prepare an Agenda for each regular meeting of the City Council in the order of business and furnish a copy thereof to each member, the City Attorney, and the City Manager at least seventy-two (72) hours in advance of said meeting. All official meetings of the Council shall be recorded on an automatic recording device by tape, record, or other device and permanently preserved in the official records of the City or until their destruction as specifically authorized by the State or City Council.
- (c) Requests for copies of public records regarding a meeting of the City Council shall be made through the Office of the City Clerk. The cost shall be in accordance with State law.

**RULE 10**                      **RULES OF DEBATE**

- (a) The Presiding Officer may move, second, and debate subject only to such limitation of debate as are enforced by these standing rules on all members and shall not be deprived of any of the rights and privileges as a member.
- (b) When a member desires to speak in debate on a subject open to debate, the member must address the Presiding Officer. When recognized by the Presiding Officer, the member may speak only on matters germane to the business or questions under debate.
- (c) A member, once recognized, shall not be interrupted while speaking unless the member is called to order for transgressing any rule of the City Council or failing to maintain proper decorum. If a member is called to order while speaking, the member shall cease speaking until the questions of order is determined by the Presiding Officer.

- (d) After the decision on any question, it shall be in order only for a member voting on the prevailing side to move for reconsideration at the same meeting, but such motion may be seconded by the member. If a motion to reconsider is lost, it shall not be renewed again at the same meeting. A motion to reconsider may be laid on the table or postponed indefinitely, and the effect of such action in either case shall be to defeat the motion to reconsider and to prevent further consideration thereof.

**RULE 11 CONDUCT AND RESPONSIBILITY OF MEMBER**

- (a) Any member who is unable to attend a City Council or Committee Meeting due to sickness or for a duly authorized reason shall notify the City Clerk, who shall notify the Presiding Officer before the meeting.
- (b) No member present at any meeting of the City Council shall leave the meeting without permission from the Presiding Officer.
- (c) While the City Council is in session, the members shall preserve order and decorum. A member shall neither by conversation or otherwise delay or interrupt the proceedings or the peace of the City Council, or disturb any member while speaking, or refuse to obey the Rules of Procedure of the City Council or the Presiding Officer.
- (d) No member shall speak on any question, discuss any matter, interrupt another, or make a motion without first addressing the Presiding Officer and obtaining recognition.
- (e) No member shall be allowed to vote on any motion or measure, or gain the privilege of the floor, unless the member is at his or her designated seat.
- (f) Every member, in speaking on any matter, shall be confined to the question, shall not use unbecoming or abusive language, and shall avoid personalities.
- (g) No member shall be permitted to explain his or her vote during roll call, but may do so for a period of not more than one (1) minute prior to the result of the roll call being announced.
- (h) Every member who is present when a question is put, unless excluded by a conflict of interest, shall vote in the affirmative or negative.
- (i) Every member shall observe the Code of Ethics as set forth in the laws of the State of Florida and as required by the Charter or Ordinances of the City. Disclosure to the City Council of a private interest, as required by the State law on ethics, shall be accomplished in the form as prescribed by the Commission of Ethics, State of Florida.
- (j) No member shall direct the City Manager to forward to another political subdivision or government agency communications on matters under consideration by the City Council or its committees except where there is clear understanding of approval by the City Council or in response to routine matters in consonance with the previous actions of the City



Council. Nothing precludes a member from initiating correspondence on City stationary over their own signature indicating the City Council seat they currently hold. Nothing in this Rule is to be construed to limit or restrict the Mayor acting in his or her official capacity from coordinating with the City Manager in answering or responding to correspondence or communications relative to the business of the City.

- (k) Ex parte Communications – Oral or written communications (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 member so the public may respond to such comments before a vote is taken.

## **RULE 12                      CONFLICT OF INTEREST**

No City Council member shall vote in his/her official capacity on a matter which would inure to his/her special private gain or loss, or which the City Council member knows would inure to the special gain or loss of any principal by whom he/she is retained, of the parent organization or subsidiary of a corporate principal by which he/she is retained, or a relative or of a business associate. The City Council member in conflict shall announce such conflict before any discussion commences. He/she may participate in the discussion but may not vote. Within 15 days of following that City Council meeting, he/she shall file with the City Clerk a Form 8B which describes the nature of his/her interest in the matter. The Form 8B shall be received by the City Clerk and incorporated into the minutes of the meeting.

## **RULE 13                      ORDINANCES**

An enacted Ordinance is a legislative act that prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the City. City Council action shall be taken by Ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All Ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

- (a) Any non-emergency Ordinances, with the exception of zoning Ordinances, shall be initiated by either a member of the City Council, the City Attorney, or the City Manager. Each Ordinance shall be introduced in writing and shall embrace one (1) subject and matters properly connected therewith. The subject shall be clearly stated in the title. No Ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act, section, or subsection or paragraph of a section or subsection. Rezoning Ordinances shall be scheduled on the City Council Agenda following the required public hearing(s) before the Planning and Zoning Board and, once scheduled, the same procedure as outlined shall be followed unless State law provides otherwise.

- (b) Any Ordinance or Resolution prepared for consideration by the City Council shall be reviewed by the City Attorney prior to introduction to the City Council. Upon request by the Presiding Officer or any member, the City Attorney shall render an opinion to the City Council concerning the legality of any Ordinance or Resolution pending before it. Every Ordinance and Resolution which amends prior Ordinances or Resolutions shall indicate words being deleted by strike-throughs, and shall include underlining of words being added to existing provisions.
- (c) In acting upon Ordinances, the Ordinance shall be introduced on first reading as to form only. The City Clerk shall then cause the Ordinance to be published in a newspaper of general circulation in the City, at least ten (10) days before the second reading, a notice of proposed enactment pursuant to and in compliance with Chapter 166, Florida Statutes. Prior to adoption, on second and final reading, a public hearing shall be held to enable citizens to comment on the proposed Ordinance. On second and final reading, an affirmative vote of the majority of the members present shall be necessary for the passage or adoption of the Ordinance.
- (d) The Council may, by two-thirds (2/3) vote of its membership, declare an Ordinance to be an emergency measure and pass such Ordinance without regard to any reading as required by the City Charter. Every emergency Ordinance, except emergency appropriations, shall automatically stand repealed as of the sixty-first (61<sup>st</sup>) day following the date on which it was adopted, but this shall not prevent reenactment of the Ordinance under regular procedures, or if the emergency still exists, in the manner specified in the City Charter. An emergency Ordinance may also be repealed by adoption of a repealing Ordinance in the same manner specified in the Charter for adoption of emergency Ordinances.
- (e) Whenever any Ordinance or Resolution has been introduced for the consideration of the City Council, and the measure failed to be adopted or passed, such measure, unless substantially changed, shall not be introduced again until the lapse of at least three (3) months from the date of the City Council meeting at which it failed adoption or passage.
- (f) If a Motion to pass an Ordinance fails, the Ordinance shall be considered lost.
- (g) Upon final passage, every Ordinance and Resolution shall be signed by the Presiding Officer of the Council, attested by the City Clerk and approved as to form by the City Attorney.

#### **RULE 14                      RESOLUTIONS**

Generally, an enacted Resolution is an internal legislative act that is a formal statement of policy concerning matters of special or temporary character. City Council action shall be taken by Resolution when required by law, and in those instances where an expression of policy more formal than a motion is desired. All Resolutions shall be reduced to writing. A Resolution may be put to its final passage on the same day on which it is introduced.

**RULE 15                      MOTIONS**

An enacted Motion is a form of action taken by the City Council to direct that a specific action be taken on behalf of the City. A Motion, once approved and entered into the record, is the equivalent of a Resolution in those instances where a Resolution is not required by law. All motions shall be made and seconded before debate.

- (a) A motion is to be worded in a concise, unambiguous, and complete form.
- (b) No speech is to be made in reference to a motion when it is introduced. There will be no debate until a motion has been seconded and, if requested by a City Council member, the question stated by the Presiding Officer or the City Clerk.
- (c) When the question has been stated, it is before the City Council and mover is entitled to the floor.
- (d) The order of procedure of motions shall be in accordance with Robert’s Rules of Order.

**RULE 16                      RECONSIDERATION**

A motion to reconsider shall be allowed at any time during a meeting, except when a motion on some other subject is pending. No motion to reconsider shall be made more than once on any subject at the same meeting. A motion to reconsider may be made:

- (a) At the same meeting during which an action was taken, provided that the motion to reconsider is made by a City Council member of the prevailing side of the original motion.
- (b) At a subsequent meeting by any Commissioner.

Upon passage of a motion to reconsider, no substantive action on the matter may be taken at that meeting so that the public and media may be on notice of the matter to be reconsidered. The subject matter shall be scheduled at the next regular City Council meeting for any action the City Council deems advisable.

**RULE 17                      RESCINDING ACTION PREVIOUSLY TAKEN**

City Council action may be rescinded by a four-fifths (4/5) vote. The motion may be made by any City Council member after a motion to reconsider has been adopted by a majority vote.

**RULE 18                      PRIVILEGE OF THE FLOOR**

By permission of the Presiding Officer, the privilege of the floor shall be extended to a citizen or citizens to address the Council on any matter pending before it or which needs the attention of the City Council. At public hearings required by law or fixed by the City Council, the Presiding Officer shall extend the floor to a reasonable number of proponents or opponents of the subject

matter of the public hearing, and those filing written requests to be heard with the City Clerk shall be heard prior to other persons who appear at the hearing. Each person addressing the City Council shall proceed to the place assigned for speaking, give his or her name and address in an audible tone of voice for the record and limit his or her address to three (3) minutes, unless a lesser time is fixed for all speakers by the Presiding Officer or further time is granted by the City Council. The person may speak only to matters germane to City business or to questions under discussion. All remarks shall be addressed to the City Council as a body and not to any member thereof. All questions of members shall be directed through the Presiding Officer.

**RULE 19**                      **PARLIAMENTARY AUTHORITY**

Robert's Rules of Order, so far as they are applicable or are not in conflict with these standing rules, the Ordinances, or the Charter of the City, shall govern the proceedings of the City Council.

**RULE 20**                      **SUSPENSION OF STANDING RULES**

Any standing rule contained herein may be temporarily suspended for special reasons by a vote of four-fifths (4/5) of all City Council members unless such suspension would conflict with provisions of the Ordinances or the Charter of the City.

**RULE 21**                      **EFFECTS OF RULES**

No Ordinance, Resolution or action duly passed, adopted or taken by the City Council shall be held to be invalid because of failure of the City Council to comply with or abide by any one or more of the provisions of these standing rules if such Ordinance, Resolution or action would otherwise be valid under the Charter or Ordinances of the City or laws of this State but for such provisions of these standing rules alleged to have been violated or ignored.

**RULE 22**                      **INFORMAL CONSIDERATION OF MATTERS**

When, in the judgment of the Presiding Officer, it becomes necessary to give detailed consideration to a matter under conditions of freedom, approximating those of a Committee, the Presiding Officer may entertain a motion for the City Council to consider the matter informally. When such a motion is made and properly seconded, the effect is to suspend the standing rule limiting the number of times a member can speak and inquire into matters of fact on the main questions and any amendments, except that the member may not inquire a second time into questions of fact until other members have had an opportunity to do so.

While considering a question informally, the Council may, by four-fifths (4/5) vote, limit the number or length of speeches, or in any other way limit or close discussion.

Proceedings of the City Council under informal consideration are recorded in the minutes of the meeting just as they would be if the considerations were under formal standing rules. Informal consideration ceases automatically as soon as the main question is disposed of. Informal consideration of a matter may also be ended before the main question is disposed of by a majority vote of the City Council on a motion “that the regular standing Rules of Procedure be enforced.”

Under the informal standing rules, members may obtain the floor after being recognized by the Presiding Officer.

### **RULE 23                      PREPARATION OF AGENDAS**

The City Manager and City Clerk are responsible for the preparation of the Agenda. The Mayor, or any City Council members may place an item on the Agenda. The City Attorney, City Clerk, and City Manager may also place an item on the Agenda.

As general practice, all supporting documentation must be provided to the City Manager for review or the item(s) may not be included on the Agenda.

- (a) The agenda will be in four (4) parts: Awards & Recognitions, Public Hearings, Consent, and Business.
- (b) Deadline for items to be placed on the Agenda is no later than 12:00 noon on the Tuesday before the next meeting.
- (c) Content of items on the Consent Agenda shall be limited to routine items that do not need discussion, such as the Minutes, Resolutions, payment requests, and reports from committees, etc. (refer to Resolution No. R-15-86). During the reading of the Consent Agenda, any member may pull an item for separate discussion.
- (c) The City Manager or any member may, in the event of an emergency, place items on the Agenda after the above deadline.
- (d) Council members are encouraged to present their reports as Agenda items in order to provide the public and other Council members prior notification of the report’s subject matter.
- (e) Agendas and all necessary background materials will be delivered to the members no later than 5:00 p.m. on the Thursday before the next meeting via notification by electronic mail. In the event an item must be placed on the Agenda after it has gone to the City Council, a Supplemental Agenda will be issued no less than 24 hours prior to all meetings.
- (f) A request from a citizen to be placed on the Agenda shall be received in writing on a form provided by the City Clerk no later than the close of business on the Monday of the week preceding the next regular City Council meeting and include information and/or back-up documentation on the subject they want to discuss. If a citizen does not present an

appropriate topic or information in writing, the citizen will not be placed on the Agenda but will be told that he or she can speak at the beginning of the City Council meeting or have their Agenda item rescheduled to a future meeting.

- (g) Citizens who wish to address the City Council on an item on the agenda or an item not on the agenda shall complete a Speaker Card and give it to the City Clerk before the meeting starts. All persons, other than members of the City Council or Staff, addressing the City Council shall step up to the microphone and state his or her name and address prior to making his or her statements. The Mayor shall have the authority to waive such requirement in the event of apparent physical disability of the speaker.
- (h) The Agenda, as well as lengthy reports that are part of the Agenda documentation, shall be available for review online on the City's website, or in the Office of the City Clerk.

#### **RULE 24                      AGENDAS – ORDER OF BUSINESS**

The business of all regular meetings of the City Council shall be transacted as follows; provided, however, that the Presiding Officer may, by simple majority voice vote or consensus of the City Council, re-arrange items on the Agenda to more expeditiously conduct the business before the City Council:

- (a) Invocation & Pledge of Allegiance to the Flag

The City Council may maintain a clergy or layperson rotational roster, which may be used to rotate among the local clergy or laypersons the presentation of the invocation at the regular or special meetings. The Presiding Officer shall lead the Pledge or delegate to another party.

- (b) Roll Call

- (c) Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda

The City Council recognizes the importance of protecting the rights of its citizens and taxpayers to express their opinions on the operation of City government and encourages citizen participation in the local government process. The City Council also recognizes the necessity for conducting orderly and efficient meetings in order to complete City business in a timely and proper manner.

The purpose of the public comment portion of the meeting is to receive citizen input pertaining to matters over which the City Council has jurisdiction or control. This period of time is for comments and not for questions directed to the City Council or Staff for immediate answer. Questions directed to the City Council may be referred to Staff to be answered within a reasonable period of time following the date of the meeting. The City Council shall not take final action at the same meeting on items addressed under this

section. Final action can only be taken if the City Council waives its Rules of Procedures. The City Council can direct Staff to place any item requiring final action on an upcoming City Council Meeting or Workshop. The exceptions are items of an emergency nature so declared.

No citizen shall speak until duly recognized by the Presiding Officer, and he/she shall immediately cease speaking and relinquish the podium when requested by the Presiding Officer. After being recognized, the citizen shall:

- (a) Step up to the podium and give his/her name and address;
- (b) State the topic or position (for/against) of the item under discussion; and
- (c) Address all remarks and questions to the City Council as a body, and not a member thereof, except through the Presiding Officer.

Three (3) minutes shall be allotted to each citizen who wishes to speak at this time, unless more time is granted by the Presiding Officer or City Council. A citizen cannot yield time to another citizen.

NOTE: Citizens are encouraged to call the appropriate City department during regular business hours. If you have contacted the department and for some reason results were not satisfactory, please call the director of the department or the City Manager's office.

Employees of the City may address the City Council on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter (all of which are extensively covered in the Personnel Policies and Procedures Manual) or a personnel dispute will not be entertained as part of citizen comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters. (Jim, please review again.)

(d) Awards and Recognitions

Items under this section include Special Award Presentations such as a Key to the City, Proclamations, scheduled citizen or group presentations, and recognitions.

Proclamations, Letters of Honor, and Keys to the City, shall be requested and processed through the Office of the City and shall be submitted on a form provided by the City Clerk. Refer to the "Ceremonial Guidelines for Proclamations, Letters of Honor, and Keys to the City" for further guidance.

(e) Public Hearings

Public hearings shall be scheduled on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month unless otherwise determined by the City Council or State Statute. The procedures followed for public hearings are generally as follows:



- (1) The City Manager, or his/her designee, should describe the Agenda item to be considered and provide the Staff recommendation. The Presiding Officer should then inquire as to whether any City Council members have questions for the administration. After the City Council's questions are answered, the Presiding Officer opens the public hearing and requests comments from the public. Generally, the petitioner or proponent for the issues in the Public Hearing are invited to address the City Council first.
- (2) Following public comment (if any), the Presiding Officer closes the Public Hearing and inquires if any City Council member wishes to put forth a motion. Following the motion and its second, discussion occurs among the City Council. A roll call vote is then taken by the City Clerk.

(f) Consent Agenda

The Presiding Officer shall inquire if any City Council member wishes to withdraw any items from the Consent Agenda. If any item is withdrawn by any member of the City Council, the Presiding Officer addresses those item(s) individually following the vote on the motion to approve the other Consent Agenda items.

(g) Council Business

Items in this section are reports or requests presented by the City Attorney, City Clerk, City Council member, City Manager, or Staff for City Council consideration.

(h) City Manager and City Attorney Reports and/or Correspondence

During this section, the City Manager and City Attorney will have the opportunity to make comments, provide updates, or discuss any items of concern.

(i) City Council Reports and/or Correspondence

During this section, each City Council member will have the opportunity to make comments or discuss any items of concern.

(j) Adjournment

No meeting shall be permitted to continue beyond 11:00 p.m. without the approval of a majority of the City Council. A new time limit must be established before taking a City Council vote to extend the meeting. In the event that a meeting has not been closed or continued by City Council vote prior to 11:00 p.m., the items not acted on are to be continued to 8:30 a.m. on the following day, unless state law requires hearing at a different time or unless the City Council, by majority vote of members present, determines otherwise.

**RULE 25**                      **BOARDS, COMMITTEES, AND MEETINGS**

The City Council may form ad hoc or special committees from time to time. Citizen advisory boards and committees may be created and dissolved by Resolution, Ordinance, or other act adopted by the City Council. All members shall serve at the pleasure of the City Council.

The mission of advisory boards and committees shall be to examine various policy issues referred by the City Council, staff, or as determined in the work plan. Committees shall provide guidance to the City Council in the development of policy recommendations. Committees shall not attempt to manage the administrative operations of the City; the committee will not be involved in directing staff.

- (a) The City Manager/City Clerk's office shall furnish the Chair of each advisory board or committee copies of all Resolutions or Ordinances that pertain to that committee. Such information shall be delivered to the committee Chair within one (1) week after adoption by the City Council, or as soon thereafter as possible.
- (b) Appointment to citizen advisory boards/committees shall be by roll call vote during a regular City Council meeting. Candidates for appointment to the Planning and Zoning Board shall be nominated by the member whose term is concurrent with the board seat then being filled. Priority must be given to applicants from the City of Green Cove Springs.
- (c) All citizen advisory boards/committees or other bodies shall meet in the City Council Chambers or other public buildings within the City after required public notice is given. Generally, committee meetings should be scheduled on the 2nd or 4<sup>th</sup> Tuesdays or Thursdays. The news media shall be notified and appropriate notice shall be posted at City Hall. All meetings shall comply with state law regarding public meetings.
- (d) Committee Chairs and Committee Vice-Chairs shall be elected by the membership and both shall serve for a term of one (1) year or for a different term as the City Council may decide. Committee members shall be approved by the City Council. Committee meetings may be called by the Chair, Vice-Chair, Mayor, or the City Manager when sufficient business or timing is appropriate. Such meetings shall have an Agenda published to each Committee member when possible at least seventy-two (72) hours in advance. If the Committee Chair is unwilling or unable to call committee meetings, the Vice-Chair may call the meeting.
- (e) All citizen advisory boards/committees or other bodies shall provide the minutes taken at each meeting to the City Clerk. All communications to the City Council from such boards, committees, or other bodies shall be received by the City Council's Presiding Officer with a copy to the City Clerk.
- (f) All Chairpersons of citizen advisory boards/committees or other bodies may provide updates to the City Council at its regularly scheduled meetings. All requests for presentations shall be submitted to the Office of the City Manager or City Clerk.

- (g) City employees shall not be precluded from serving on citizen advisory or other committees so long as membership requirements are met.
- (h) The City Council may make exceptions to the above general policy on a case-by-case basis when necessary to: preserve the stability of the board or committee; retain a particular appointee because of his/her special expertise or knowledge; or for such other circumstances as the City Council deems warranted.
- (i) Appointees' personal and business affairs conducted within the City of Green Cove Springs must be in substantial compliance with all City regulatory and taxing authorities' rules and regulations. Appointees deemed to be in chronic violation of any City rules, regulations, or policies may be disallowed from membership on citizen advisory boards or committees by a majority vote of the City Council.
- (j) Citizen advisory boards and committees created by or in response to federal or state statutory requirements shall conduct business consistent with these guidelines unless otherwise provided for by such federal or state statutory requirements.
- (k) Citizen advisory boards and committees are required to adhere to the "Guidelines for Citizen Advisory Boards and Committees" as approved by the City Council. These guidelines are incorporated below.

#### GUIDELINES FOR CITIZEN ADVISORY BOARDS AND COMMITTEES

- (1) Committees are to be designated as standing or special (ad hoc).
- (2) A sunset date will be specified for special committees when appropriate.
- (3) Transition between Members:  
By-laws, enacting Ordinances, guiding document, etc. will include language, which provides for members (whose terms have expired) to continue serving until the appropriate appointments are made.
- (4) Term length for serving on any standing committee will be a minimum of two (2) years unless otherwise specified (e.g. State Statute may require term lengths of less than two (2) years, board/committee enacting Ordinance provisions).
- (5) Attendance:
  - a. Reports/notices of absences are made to the board or committee Chair (or Staff liaison if the Chair is unavailable).
  - b. The board of committee liaison will provide written notice of attendance violations to the City Council Presiding Officer. The City Council will be responsible for removing members who do not meet the attendance requirement.
  - c. Absence from four (4) consecutive regular meetings of the advisory board or committee shall operate to vacate the seat of a member, unless such absence is excused by the City Council by Resolution setting forth the fact of such excuse duly entered into the minutes.

- (6) Election of Officers: All board and committee officers (i.e. Chair, Vice Chair, etc.) shall be elected by the membership of the citizen advisory board or committee, unless otherwise specified.
- (7) Meeting Frequency:
  - a. At a minimum, all boards and committees shall meet once per year.
  - b. The names of those boards and committees that do not meet this minimum requirement shall be submitted to the City Clerk's Office.
  - c. Recommendations to dissolve committees or other recommended action will be submitted to the City Council for consideration.
  - d. Any advisory board or committee whose officers are elected/appointed as prescribed in federal/state statute shall be exempted from Guideline No. 6.
- (8) Parliamentary Procedure: As appropriate, Robert's Rules of Order may be used as a guide in conducting board and committee meetings.

**RULE 26**                      **SUSPENSION AND CONSTRUCTION OF RULES**

No permanent change in the standing rules shall be made without notice specifying the purpose and wording of the change given at a previous regular meeting of the Council and the adoption of the permanent change by a vote of four-fifths (4/5) of all members. The Rules of Procedure are for the efficient and orderly conduct of City Council business only. No violation of such rules shall invalidate any action of the City Council when approved by a majority vote required by law.

# CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, APRIL 20, 2021 – 7:00 PM




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## MINUTES

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Invocation & Pledge of Allegiance to the Flag - **Rev. Amy Slater - St. Mary's Episcopal Church**

Roll Call

**COUNCIL MEMBERS PRESENT:** Mayor Van Royal, Vice Mayor Ed Gaw, Council Member Connie Butler, Council Member Matt Johnson, Council Member Steven Kelley

**STAFF MEMBERS PRESENT:** L.J. Arnold, III, City Attorney, Steve Kennedy, City Manager, Mike Null, Assistant City Manager, Erin West, City Clerk

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

County Manager, Howard Wanamaker, speaks and thanks the Council and City Staff for the help with the removal of yard waste.

### AWARDS & RECOGNITION

1. Promotion of Austin Graham from Officer to Sergeant. **Derek Asdot**  
Police Chief, Derek Asdot speaks about Sergeant Grahams promotion. Sergeant Graham is pinned.
2. New Hire Recognition - Officer Russell Reese - **Derek Asdot**  
Police Chief, Derek Asdot speaks and presents Officer Reese with his previously taken oath. Officer Reese is pinned.

### PRESENTATIONS

2. Presentation by James Moore and Company of the Audited Financial Statements for the period ending September 30, 2020 **Marlena Guthrie**

James Halleran with James Moore and Company introduces Wes Shepherd who presents the Audited Financial Statements for the period ending September 30, 2020.

### 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.

**Motion to approve Consent Agenda Items 4 through 14.**

Motion made by Council Member Kelley, Seconded by Council Member Butler.

Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

4. City Council approval for Chief Asdot to attend the 29th Annual Executive FBI-LEEDA Training Conference in Fort Lauderdale, FL. **Derek Asdot**
5. GCSCAC Minute 3.17.21 **Kimberly Thomas**
6. City Council approval of **Final** Invoice 21-101 in the amount of \$80,513.00 to Essential Painting Incorporated (EPI) for tank painting at all water and wastewater facilities, piggybacking on University of Florida Bid # 20B334 for wastewater facility painting. **Scott Schultz**
7. City Council approval of Invoice # 96-69657 to Cummins Southeast, in the amount of \$86,134.09 for purchase of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations. Note: When you factor in the 75% funding from HMGP, the actual budgetary impact will be \$109,692.90. Staff has requested an advance from HMGP in the amount of \$333,578.20 but due to lead times the generator orders need to be placed prior to receipt. **Scott Schultz**
8. City Council approval of the FY 2021 Revenues and Expenditures Report and the Quarterly Investment Report for the period ending March 31, 2021. **Marlena Guthrie**
9. Council approval of the second amendment to the interlocal agreement with Clay County Utility Authority allowing the City to serve CCUA an additional 200 ERUs with the option for an additional 100 ERUs. **Mike Null**
10. Award of RFQ LC 2021-04 for Electrical Engineering Services for Overhead and Underground Facilities. **Mike Null**
11. City Council approval of Minutes from 3/16/2021 and 4/06/2021 Regular Sessions **Erin West**
12. Award of RFQ LC 2021-02 for Engineering Services for Water, Wastewater, Drainage, Stormwater, Roadway & Parks **Mike Null**
13. City Council approval of form of lease agreement with AMikids Clay County, Inc. to lease a portion of the August Savage Arts and Community Center (ASACC) Classroom Building. **Mike Null**
14. Approval of Pay Application #3 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$39,600.00, leaving a balance of \$528,458.60 in contract number LC 2020-17 in the total amount of \$879,086. **Andy Yeager**

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**COUNCIL BUSINESS**

15. City Council discussion on revising Council Meeting dates due to holidays. *Erin West*

City Clerk, Erin West advises the Council that this item is to discuss the moving of Council Meetings in November and December due to the holidays. It is decided to wait on changing any November meetings until it gets closer and to have one meeting in December on December 7, 2021.

16. Refunding of Electric Utility Revenue Note, Series 2018 *Marlena Guthrie*

Finance Director, Marlena Guthrie speaks to the Council and explains she has spoken to the City's financial advisor about releasing a request for proposal for the potential refunding of the Electric Utility Revenue Note. Ms. Guthrie advises given the low interest rate there could be a potential debt service savings if the note is refunded.

Blue Card: Mr. Grayson Jones 1355 Blackmon Rd. GCS speaks to the Council concerning the refund of the revenue note and solar net metering.

Assistant City Manager, Mike Null speaks concerning Mr. Jones concerns and advises there will be an item on the next agenda concerning the solar net metering.  
Council discussion follows.

**Motion to approve the engagement of Public Financial Management (PFM), LLC to release a Request for Proposals for the potential refunding of the Electric Utility Revenue Note, Series 2018.**

Motion made by Council Member Butler, Seconded by Council Member Kelley.

Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

17. Feedback and Preliminary approval of the 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*

Development Services Director, Michael Daniels speaks to the Council and introduces Rives Deuterma with Geographic Technologies Group.

Mr. Deuterma presents and gives a brief glimpse at what the Comprehensive Online Mapping System will look like and entail.

Council discussion follows.

**Motion to approve the Preliminary Online Comprehensive Mapping System.**

Motion made by Council Member Johnson, Seconded by Council Member Butler.

Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley



18. City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports. The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.

City Manager, Steve Kennedy advises the price in building materials have gone up considerably which is impacting our utility materials and supplies. Mr. Kennedy would like to request an emergency action on purchasing materials due to around a 24% increase in cost. Council discussion follows.

**Motion to authorize as an emergency action the purchase of 13,260 feet of 6" conduit from Gresco in the amount of \$99,317.40 and 33,000 feet of 500 MCM conductor from Graybar in the amount of \$176,248.05.**

Motion made by Council Member Johnson, Seconded by Council Member Butler.  
Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

19. City Council Reports and/or Correspondence. The City Council made comments regarding various city activities, events, operations, and projects.

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:43 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

B. Van Royal, Mayor

Attest:

Erin West, City Clerk



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Session **MEETING DATE:** June 15, 2021

**FROM:** Marlena Guthrie, Finance Director

**SUBJECT:** Approval of Resolution No. R-08-2021, a Resolution authorizing the issuance of its Electric Utility Revenue Refunding Note, Series 2021 in the principal amount of \$9,800,000 for the purpose of refunding the Electric Utility Revenue Note, Series 2018

### BACKGROUND

On June 1, 2021, City Council authorized staff to award the refunding of Electric Utility Revenue Note, Series 2018 to Key Government Finance, Inc. (“KGF”). KGF was chosen to finance the Electric Utility Revenue Refunding Note, Series 2021 with a fixed 1.712% interest rate for 12 years without premium or prepayment penalty. This loan is secured solely by a senior pledge of the net revenues of the City’s Electric Utility System. The net revenues pledge for the Electric Utility Revenue Refunding Note, Series 2021 will be obligated for the twelve year term of the loan. The maturity date for this loan is July 1, 2033.

The attached Resolution and loan documents need to be signed tonight since the bank loan is set to close on Monday, June 21, 2021.

Mr. George Smith with Bryant Miller Olive P.A. will be in attendance to answer any questions the Council may have. The City’s attorney, Jim Arnold, has reviewed the Resolution and Loan documents and made any changes as necessary.

### FISCAL IMPACT

The annual average debt service payments are estimated to be \$850,000 of net revenues of the City’s Electric Utility System. The note is expected to be repaid by July 1, 2033; at an interest rate of 1.712%. The total interest expected to be paid over the life of the Note will be approximately \$1,060,143.

### RECOMMENDATION

Approve Resolution No. R-08-2021, a Resolution authorizing the issuance of its Electric Utility Revenue Refunding Note, Series 2021 in the principal amount of \$9,800,000 for the purpose of refunding the Electric Utility Revenue Note, Series 2018, and to pay associated transactional costs.

## RESOLUTION NO. R-08-2021

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, SUPPLEMENTING ORDINANCE NO. O-13-2021, ENACTED ON JUNE 15, 2021, AUTHORIZING THE CITY TO BORROW UP TO \$9,800,000 TO REFUND THE CITY'S OUTSTANDING ELECTRIC UTILITY REVENUE NOTE, SERIES 2018; APPROVING THE PROPOSAL OF KEY GOVERNMENT FINANCE, INC. TO MAKE A LOAN TO THE CITY IN THE PRINCIPAL AMOUNT NOT EXCEEDING \$9,800,000; PROVIDING FOR THE ISSUANCE OF AN ELECTRIC UTILITY REFUNDING REVENUE NOTE, SERIES 2021, AS EVIDENCE OF THE CITY'S OBLIGATION TO REPAY SUCH LOAN; PROVIDING FOR THE PAYMENT OF THE NOTE AND THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY AND THE LENDER CONTAINING TERMS AND CONDITIONS RELATING TO SUCH LOAN; PROVIDING FOR PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE NOTE AND THE LOAN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1:** *Authority for this Resolution.* This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of Green Cove Springs, Florida (the "City"), Ordinance No. O-13-2021 duly enacted by the City on June 15, 2021 (the "Ordinance"), and other applicable provisions of law (collectively, the "Act").

**Section 2:** *Definitions.* When used in this Resolution, the following terms shall have the meanings specified in this section, unless the context clearly requires otherwise. Words importing the singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. All capitalized undefined terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement.

"City Attorney" shall mean the City Attorney of the City.

"City Clerk" shall mean the City Clerk for the City or, in the City Clerk's absence, any Deputy Clerk duly authorized to execute documents or take other action, as the case may be, on the City Clerk's behalf.

"City Manager" shall mean the City Manager of the City, as the chief operating officer of the City or, in the City Manager's absence, any designee duly authorized to execute documents or take other action, as the case may be, on the City Manager's behalf.

"Conditional Output Contract" shall mean any contract or other arrangement with a supplier of electricity pursuant to which the City is obligated to purchase electric products or services, or both, and to make payment for such products or services or both with respect to any computation period (such computation period not to exceed one calendar month or 31 days) during any portion of which such products or services, or both, were made available to the City, regardless of whether such products or services were actually taken or used by the City and shall include, but not by way of limitation of the generality of the foregoing, (A) the All Requirements Power Supply Contract between the Florida Municipal Power Agency and the City, dated March 22, 1985, as amended, (B) St. Lucie Project Power Sales Contract between Florida Municipal Power Agency and the City, dated June 1, 1982, as amended.

"Council" shall mean the City Council of the City, as the governing body of the City.

"Delivery Date" shall mean June 25, 2021, or such other date as may be agreed to by both the City and the Lender.

"Finance Director" shall mean the Finance Director of the City or any assistant or deputy thereof.

"Lender" shall mean Key Government Finance, Inc., a Colorado corporation, and its successors and assigns.

"Loan" shall mean the advance of moneys from the Lender to the City made pursuant to the Loan Agreement for the purpose of financing costs of the Project.

"Loan Agreement" shall mean the Loan Agreement, dated as of the Delivery Date, between the Lender and the City setting forth the terms and details of the Loan, in substantially the form attached hereto as Exhibit A, with such changes, amendments, modifications, deletions, and additions thereto as shall be approved by the Mayor, upon the advice of the City Attorney, such approval to be evidenced by the Mayor's execution thereof.

"Mayor" shall mean the Mayor or Vice Mayor of the City, or his or her designee.

"Net Revenues" shall mean the Revenues after deducting therefrom the Operating Expenses.

"Note" shall mean the Electric Utility Refunding Revenue Note, Series 2021 of the City, which shall be in substantially the form attached to the Loan Agreement as Exhibit A, with such changes, amendments, modifications, deletions, and additions thereto as shall be approved by

the Mayor, upon the advice of the City Attorney, such approval to be evidenced by the Mayor's execution thereof, and acceptable to the Lender.

*"Note Counsel"* shall mean Bryant Miller Olive P.A., Tallahassee, Florida, or such other law firm having a nationally-recognized practice in the areas of local, state, and federal law related to the debt obligations of state and local governments.

*"Operating Expenses"* shall mean the current expenses, paid or accrued, of operation, maintenance, and repair of the System as calculated in accordance with generally accepted accounting principles, and shall include payments made pursuant to any Conditional Output Contracts and other payments for the purchase of electric capacity, energy, and transmission services, purchased at wholesale or otherwise, but shall not include expenses not annually recurring, such as any reserve for renewals and replacements, extraordinary repairs or conditions, any allowance for depreciation or amortization, any debt service requirements, any payments pursuant to any Unconditional Output Contracts, any payments in lieu of taxes, or any transfers to the general fund of the City not directly attributable to expenses or costs of operation of the System.

*"Paying Agent"* shall mean the Finance Director.

*"Project"* shall mean the acquisition and construction of additions, extensions, and improvements to the System, and all costs incidental thereto, as more particularly described in Exhibit B attached hereto.

*"Proposal"* shall mean the proposal submitted to the City by the Lender, dated May 20, 2021, and attached hereto as Exhibit C.

*"Refunded Note"* shall mean the Electric Utility Revenue Note, Series 2018 of the City.

*"Resolution"* shall mean this Resolution, pursuant to which the Note is authorized to be issued, and all resolutions amendatory thereof and supplemental thereto.

*"Revenues"* shall mean all income or earnings, including any income from the investment of funds received by or attributable or accruing to the City, from the ownership or operation of the System.

*"System"* shall mean the complete electric transmission and distribution system now owned, operated, and maintained by the City together with any and all improvements, extensions, and additions thereto or which may hereafter be constructed or acquired.

*"Unconditional Output Contract"* shall mean any contract or any other agreement with a supplier of electricity pursuant to which the City is obligated to purchase electric products or services, or both, and to make payment for such products or services or both with respect to any

computation period (such computation period not to exceed one month or 31 calendar days), regardless of whether such products or services or both are made available to the City during such computation period, and which the City cannot, at its option, terminate without giving at least one year's notice to the supplier of such products or services and shall include, but not by way of limitation of the generality of the foregoing, the St. Lucie Project Project Support Contract between the Florida Municipal Power Agency and the City, dated June 1, 1982, as amended.

**Section 3:** Findings. It is hereby found, declared, and determined by the Council:

(A) It is necessary, desirable, and in the best interests of the City and its inhabitants that the City refund the Refunded Note and, thereby, refinance the Project and the refunding of the Refunded Note and the issuance of the Series 2021 Note (as defined herein) will serve public purposes of the City. The City is authorized pursuant to the provisions of the Act to refund the Refunded Note.

(B) The City is without adequate, currently available funds to refund the Refunded Note and to pay costs associated therewith, and it is necessary and desirable and in the best interests of the City that it borrow the moneys necessary therefor. The City is authorized pursuant to the provisions of the Act and the Ordinance to borrow moneys necessary to refund the Refunded Note.

(C) Due to the present volatility of the market for tax-exempt obligations such as the Note and the complexity of the transactions relating to the Note and the refunding, the City has determined that it is necessary and desirable and in the best interest of the City to sell the Note at a private negotiated sale, allowing the City to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the City to obtain the best possible price and interest rate for the Note.

(D) The City has requested and received proposals from various lending institutions in connection with the Project, and has determined that it is in the best interests of the City that the Proposal be accepted.

(E) It is necessary and desirable and in the best interests of the City that the Note and Loan be secured solely by a first lien upon and a pledge of the Net Revenues of the System.

(F) It is necessary and desirable and in the best interests of the City to authorize and approve the execution and delivery of the Loan Agreement and the Note and the taking of all other action in connection with the consummation of the Loan.

**Section 4:** Authorization of Note. Subject and pursuant to the provisions hereof and in accordance with the provisions of the Loan Agreement and the Proposal, the City hereby

authorizes the issuance of its Electric Utility Refunding Revenue Note, Series 2021, in the principal amount of \$9,800,000, to be dated, to bear interest, to be payable, to mature, to be subject to redemption, and to have such other characteristics as provided in the Loan Agreement and the Proposal, and to be secured solely by the Net Revenues.

**Section 5:** Approval of Proposal. The Proposal is hereby approved and accepted.

**Section 6:** Approval of Form of Loan Agreement and Note. The form of the Loan Agreement and the form of the Note are hereby approved, and the Mayor and City Clerk are hereby authorized to execute and deliver the Loan Agreement and the Note to the Lender upon the advice of the City Attorney and Note Counsel.

**Section 7:** Authorization of Other Action. The Mayor, the City Manager, and the Finance Director are each designated agents of the City in connection with the execution and delivery of the Loan Agreement and the Note and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents, or contracts on behalf of the City which are necessary or desirable in connection with the execution and delivery of the Loan Agreement and the Note to the Lender, including, but not limited to, the making of changes, amendments, modifications, deletions, and additions to the Loan Agreement and the Note to conform the provisions thereof to the provisions of the Proposal.

**Section 8:** Application of Proceeds of the Loan. The proceeds of the Loan shall be applied solely to refund the Refunded Note and pay the costs of issuance of the Note.

**Section 9:** Repeal of Inconsistent Provisions. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 10:** Severability. If any one or more of the covenants, agreements, or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions, and in no way affect the validity of all other provisions of this Resolution or of the Note or Loan Agreement delivered hereunder.

**Section 11:** Amendment. This Resolution may not be amended or repealed except with the prior written consent of the Lender.

**Section 12:** Effective Date. This Resolution shall take effect immediately upon its adoption.



**Duly Passed And Adopted** this 15th day of June, 2021, at a regular meeting duly called and held.

CITY OF GREEN COVE SPRINGS, FLORIDA

(SEAL)

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

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

EXHIBIT A  
FORM OF LOAN AGREEMENT

EXHIBIT B

## DESCRIPTION OF PROJECT

The Project will consist of the acquisition and construction of additions, extensions, and improvements to the System that include, but are not limited to, all or a portion of the items listed below:

1. Magnolia Point 3rd Feed
2. Roberts Avenue Rebuild
3. Pole Inspection/Replacement Program
4. Fuse Coordination
5. Chapman Substation Maintenance
6. Magnolia Point UG Cable Sectionalizing/Testing and Replacement
7. Ground Resistance Measuring
8. Ground Resistance Remediation
9. Oak Street CSX Railroad Crossing
10. Conductor Replacement - Various
11. LED Program
12. North Substation Equipment Replacement and Upgrade
13. South Substation Equipment Replacement and Upgrade
14. Harbor Road Substation Equipment Replacement and Upgrade
15. Core City 23kV Conversion

EXHIBIT C  
THE PROPOSAL

LOAN AGREEMENT

between

CITY OF GREEN COVE SPRINGS, FLORIDA

and

KEY GOVERNMENT FINANCE, INC.

Dated June 21, 2021

Relating to

\$9,800,000

City of Green Cove Springs, Florida  
Electric Utility Refunding Revenue Note, Series 2021

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This LOAN AGREEMENT is made and entered into as of June 21, 2021, by and between CITY OF GREEN COVE SPRINGS, FLORIDA (the "City"), and KEY GOVERNMENT FINANCE, INC. (the "Lender").

WITNESSETH:

**WHEREAS**, the City has previously determined that it is necessary, desirable, and in the best interests of the City and its inhabitants that the City undertake the Project (as defined herein) and that the Project will serve public purposes of the City and the City issued its Electric Utility Revenue Note, Series 2018 (the "Refunded Note") to finance the Project which is outstanding in the principal amount of \$9,611,000; and

**WHEREAS**, the City now finds that it is necessary, desirable, and in the best interests of the City and its inhabitants that the City refund the Refunded Note and, thereby, refinance the Project and that the refunding of the Refunded Note and the issuance of the Series 2021 Note (as defined herein) will serve public purposes of the City; and

**WHEREAS**, pursuant to the Proposal (as defined herein) the Lender has proposed to lend the City the principal amount of \$9,800,000 to refund the Refunded Note; and

**WHEREAS**, the City has determined that it is in the best interest of the City to accept the Proposal and to issue an Electric Utility Refunding Revenue Note, Series 2021 (the "Series 2021 Note"), pursuant to the terms of the Resolution (as defined herein) and this Loan Agreement; and

**WHEREAS**, the City has determined that it is in the best interest of the health, safety, and welfare of the City and the inhabitants thereof that the City pledge the Net Revenues (as defined herein) to secure the obligation of the City to repay the principal of and interest on the Series 2021 Note when due and to make the other payments provided for herein; and

**WHEREAS**, the obligation of the City to repay principal of and interest on the Series 2021 Note will not constitute a general obligation or indebtedness of the City as a "bond" within the meaning of any provision of the Constitution of the State of Florida, but shall be and is hereby declared to be a special, limited obligation of the City, secured solely by the Net Revenues in the manner provided herein; and

**WHEREAS**, the City is not authorized and cannot be compelled to levy taxes on any property of or in the City for the purposes of paying the principal of or interest on the Series 2021 Note or making any other payments provided for herein. Furthermore, neither the Series 2021 Note nor the interest thereon shall be or constitute a lien upon the Project, the System (as defined herein), or upon any other property of or in the City.



**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**Section 1:** *Definitions.* When used in this Loan Agreement, the following terms shall have the meanings specified in this section, unless the context clearly requires otherwise. All capitalized undefined terms used in this Loan Agreement shall have the meanings set forth in Exhibit A attached hereto.

"*Act*" shall mean, collectively, the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the City, the Ordinance, and other applicable provisions of law.

"*Authorized City Representative*" shall mean the City Manager, the Finance Director, or, in each case, his or her designee.

"*Authorized Investments*" shall mean any investment, obligation, agreement, or other financial instrument to the extent not inconsistent with the terms of the investment policy of the City and applicable law.

"*Business Day*" shall mean any day of the year other than a day on which the Lender or the City are lawfully closed for business.

"*City*" shall mean the City of Green Cove Springs, Florida.

"*City Attorney*" shall mean the City Attorney of the City.

"*City Clerk*" shall mean the City Clerk for the City or, in the City Clerk's absence, any Deputy Clerk duly authorized to execute documents or take other action, as the case may be, on the City Clerk's behalf.

"*City Manager*" shall mean the City Manager of the City, as the chief operating officer of the City or, in the City Manager's absence, any designee duly authorized to execute documents or take other action, as the case may be, on the City Manager's behalf.

"*Code*" shall mean the Internal Revenue Code of 1986, as amended, and the Regulations applicable thereto.

"*Conditional Output Contract*" shall mean any contract or other arrangement with a supplier of electricity pursuant to which the City is obligated to purchase electric products or services, or both, and to make payment for such products or services or both with respect to any computation period (such computation period not to exceed one calendar month or 31 days) during any portion of which such products or services, or both, were made available to the City, regardless of whether

such products or services were actually taken or used by the City and shall include, but not by way of limitation of the generality of the foregoing, (A) the All Requirements Power Supply Contract between the Florida Municipal Power Agency and the City, dated March 22, 1985, as amended, (B) St. Lucie Project Power Sales Contract between Florida Municipal Power Agency and the City, dated June 1, 1982, as amended.

"*Council*" shall mean the City Council of the City, as the governing body of the City.

"*Default*" shall mean an Event of Default as defined and described in Section 14 hereof.

"*Default Rate*" shall mean the then applicable Interest Rate plus 3.0%.

"*Delivery Date*" shall mean June 21, 2021, or such other date as may be agreed to by both the City and the Lender.

"*Finance Director*" shall mean the Finance Director of the City or any assistant or deputy thereof.

"*Fiscal Year*" shall mean the period from each October 1 to the succeeding September 30.

"*Interest Payment Date*" shall mean the dates on which interest on the Series 2021 Note is payable, as shown on Exhibit A attached hereto.

"*Interest Rate*" shall mean the annual interest rate shown on Exhibit A attached hereto, subject to adjustment as provided in Schedule 3 to the Series 2021 Note.

"*Lender*" shall mean Key Government Finance, Inc., and its successors and assigns.

"*Loan*" shall mean the advance of moneys from the Lender to the City made pursuant to this Loan Agreement for the purpose of financing Project Costs.

"*Loan Agreement*" shall mean this Loan Agreement between the Lender and the City setting forth the terms and details of the Loan.

"*Maturity Date*" means the date on which all outstanding principal of and interest on the Series 2021 Note is due, as shown on Exhibit A attached hereto.

"*Maximum Rate*" shall mean the maximum rate of interest permitted for non-rated governmental bonds as set forth in Section 215.84(3), Florida Statutes, as may be amended from time to time.

"*Mayor*" shall mean the Mayor or Vice Mayor of the City, or his or her designee.

"*Net Revenues*" shall mean the Revenues after deducting therefrom the Operating Expenses.

"*Note Counsel*" shall mean Bryant Miller Olive P.A., Tallahassee, Florida, or such other law firm having a nationally-recognized practice in the areas of local, state, and federal law related to the debt obligations of state and local governments.

"*Operating Expenses*" shall mean the current expenses, paid or accrued, of operation, maintenance, and repair of the System as calculated in accordance with generally accepted accounting principles, and shall include payments made pursuant to any Conditional Output Contracts and other payments for the purchase of electric capacity, energy, and transmission services, purchased at wholesale or otherwise, but shall not include expenses not annually recurring, such as any reserve for renewals and replacements, extraordinary repairs or conditions, any allowance for depreciation or amortization, any debt service requirements, any payments pursuant to any Unconditional Output Contracts, any payments in lieu of taxes, or any transfers to the general fund of the City not directly attributable to expenses or costs of operation of the System.

"*Ordinance*" shall mean Ordinance No. O-13-2021, duly enacted by the Council on June 15, 2021.

"*Paying Agent*" shall mean the Finance Director.

"*Payment Date*" shall mean the dates on which interest on, and principal of, the Series 2021 Note is payable, as shown on Exhibit A attached hereto.

"*Person*" or words importing persons, shall mean firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

"*Project*" shall mean the acquisition and construction of additions, extensions, and improvements to the System, and all costs incidental thereto, as described in Exhibit B to the Resolution, together with such additions thereto, modifications thereof, or deletions therefrom as may be approved by the Council from time to time, subject to the opinion of Note Counsel that such additions, modifications, or deletions will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2021 Note.

"*Qualified Independent Consultant*" shall mean one or more qualified and recognized independent consultants, having favorable repute, skill, and experience with respect to the acts and duties of the Qualified Independent Consultant to be provided to the City, as shall from time to time be retained by the City to perform the acts and carry out the duties herein provided for such consultants.

"*Register*" shall mean the books maintained by the Registrar in which are recorded the name and address of the Registered Owner of the Series 2021 Note.

"*Registered Owner*" shall mean the person in whose name the ownership of the Series 2021 Note is registered on the books maintained by the Registrar. The Registered Owner shall be the Lender or its successors and assigns.

"*Registrar*" shall mean the Person maintaining the Register. The Registrar shall initially be the City Clerk.

"*Regulations*" shall mean the Income Tax Regulations promulgated by the Internal Revenue Service under Sections 103 and 141 through 150 of the Code.

"*Resolution*" shall mean Resolution No. R-08-2021, adopted by the Council on June 15, 2021, and all resolutions amendatory thereof and supplemental thereto.

"*Revenues*" shall mean all income or earnings, including any income from the investment of funds, received by or attributable or accruing to the City from the ownership or operation of the System.

"*Series 2021 Note*" shall mean the Electric Utility Refunding Revenue Note, Series 2021 of the City, issued pursuant to this Loan Agreement.

"*Sinking Fund*" shall mean the fund created pursuant to Section 10 hereof.

"*State*" means the State of Florida.

"*System*" means the complete electric transmission and distribution system now owned, operated, and maintained by the City together with any and all improvements, extensions, and additions thereto or which may be hereafter constructed or acquired.

"*Unconditional Output Contract*" means any contract or any other agreement with a supplier of electricity pursuant to which the City is obligated to purchase electric products or services, or both, and to make payment for such products or services or both with respect to any computation period (such computation period not to exceed one month or 31 calendar days), regardless of whether such products or services or both are made available to the City during such computation period, and which the City cannot, at its option, terminate without giving at least one year's notice to the supplier of such products or services and shall include, but not by way of limitation of the generality of the foregoing, the St. Lucie Project Project Support Contract between the Florida Municipal Power Agency and the City, dated June 1, 1982, as amended.

**Section 2:** Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Loan Agreement and all the terms and provisions

hereof have been negotiated between the City and the Lender; shall not be construed strictly in favor of or against either party hereto; and shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

**Section 3:** The Loan. The Lender hereby makes and the City hereby accepts the Loan, upon the terms and conditions set forth herein.

**Section 4:** Description of Series 2021 Note. The obligation of the City to repay the Loan shall be evidenced by the Series 2021 Note. The Series 2021 Note shall be dated as of the Delivery Date; shall mature as set forth therein; shall be in registered form; and shall bear interest from its date until payment of the principal amount thereof. Interest shall be payable as set forth on Exhibit A attached hereto, on the basis of twelve (12) thirty (30) day months and a 360-day year from the Delivery Date at the Interest Rate shown on Exhibit A attached hereto, but only on the outstanding principal amount of the Loan. The Series 2021 Note may be prepaid in whole only, prior to maturity upon the terms and conditions contained in the Series 2021 Note.

**Section 5:** Execution of Series 2021 Note. The Series 2021 Note shall be executed in the name of the City by the Mayor and attested by the City Clerk, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Series 2021 Note may be signed and sealed on behalf of the City by any person who at the actual time of the execution of the Series 2021 Note shall hold the appropriate office in the City, although at the date thereof the person may not have been so authorized.

**Section 6:** Registration and Transfer of Series 2021 Note. The Series 2021 Note shall be and shall have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code-Investment Securities Laws of the State, and the Registered Owner, in accepting the Series 2021 Note, shall be conclusively deemed to have agreed that such Series 2021 Note shall be and have all of the qualities and incidents of negotiable instruments thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of the Series 2021 Note is shown on the Register shall be deemed the Registered Owner thereof by the City and the Registrar, who may treat the Registered Owner as the absolute owner of the Series 2021 Note for all purposes, whether or not the Series 2021 Note shall be overdue, and any notice to the contrary shall not be binding upon the City or the Registrar.

The Series 2021 Note may be transferred or assigned in whole, but not in part, by the Registered Owner without the prior written consent of the City, provided that (A) the City is given notice of such transfer not later than ten (10) days prior to the next Interest Payment Date on the Series 2021 Note and (B) the transferee provides to the City an investment letter in form and substance materially the same as the letter provided by the Lender to the City upon the original issuance thereof.

Ownership of the Series 2021 Note may be transferred only upon the Register. Upon surrender to the Registrar for transfer or exchange of the Series 2021 Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered Series 2021 Note of the same amount, maturity and interest rate as the Series 2021 Note surrendered.

The Series 2021 Note presented for transfer, exchange, redemption, or payment (if so required by the City or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in the form attached to the Series 2021 Note and with guaranty of signature, duly executed by the Registered Owner or by his duly authorized attorney.

The Registrar or the City may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Series 2021 Note shall be delivered.

The new Series 2021 Note delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the Series 2021 Note surrendered, shall be secured under this Loan Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2021 Note surrendered.

Whenever the Series 2021 Note shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer, or exchange, such Series 2021 Note shall be cancelled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the City.

**Section 7:** *Series 2021 Note Mutilated, Destroyed, Stolen or Lost.* In case the Series 2021 Note shall be mutilated, or be destroyed, stolen, or lost, upon the Registered Owner indemnifying the City, in a fashion reasonably acceptable to the City and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur, the Registrar shall issue and deliver a new Series 2021 Note of like tenor as the Series 2021 Note so mutilated, destroyed, stolen, or lost, in lieu of or substitution for the Series 2021 Note, if any, destroyed, stolen, or lost, or in exchange and substitution for such mutilated Series 2021 Note, upon surrender of such mutilated Series 2021 Note, if any, to the Registrar and the cancellation thereof; provided however, if the Series 2021 Note shall have matured or be about to mature, instead of issuing a substitute Series 2021 Note, the City may pay the same, upon being indemnified as aforesaid, and if such Series 2021 Note be lost, stolen, or destroyed, without surrender thereof. Any Series 2021 Note surrendered under the terms of this Section shall be cancelled by the Registrar.

Any such new Series 2021 Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the City whether or not, as to the new Series 2021 Note, the lost, stolen, or destroyed Series 2021 Note be at any time found by anyone, and such new Series 2021 Note shall be entitled to equal and proportionate benefits and rights as to security for payment to the same extent as the Series 2021 Note originally issued hereunder.

**Section 8:** Form of Series 2021 Note. The Series 2021 Note shall be in substantially the form of Exhibit A attached hereto, with such changes, amendments, modifications, deletions, and additions as may be necessary, desirable, and authorized or permitted by this Loan Agreement.

**Section 9:** Security for Series 2021 Note; Series 2021 Note Not Debt of City. The payment of the principal of and interest on the Series 2021 Note, and all other payments due hereunder, shall be secured solely by a first lien upon and a pledge of (A) the Net Revenues of the System on parity with any Parity Obligations issued hereunder in the future, and (B) the amounts in the funds and accounts established hereunder. The Net Revenues and the amounts in the funds and accounts established hereunder are hereby pledged therefor. The principal of and interest on the Series 2021 Note shall not constitute a general obligation or indebtedness of the City, and the Registered Owner shall never have the right to or compel the levy of taxes upon any property of or in the City for the payment of the principal of and interest on the Series 2021 Note. The Series 2021 Note shall not be secured by, nor constitute, a lien upon the Project, the System, or upon any other property of or in the City, but shall be secured solely by the Net Revenues in the manner provided herein.

**Section 10:** Covenants of the City. Until the principal of and interest on the Series 2021 Note shall have been paid in full or until provision for payment of the Series 2021 Note shall have been made in accordance with the provisions of this Loan Agreement, the City covenants with the Registered Owner of the Series 2021 Note as follows:

A. Payments. The City will make timely payments of all principal of and interest on the Series 2021 Note when due by wire transfer in accordance with written instructions delivered by the Lender to the City or by such other medium acceptable to the City and to the Lender.

B. Financial Statements. Not later than 270 days following the end of each Fiscal Year, the City will provide the Lender a printed copy of the audited financial statements of the City, and if prepared, the Comprehensive Annual Financial Report.

C. Annual Budget and Other Information. The City will prepare its annual budget in accordance with the Act, and will provide to the Lender (1) a printed copy of its final annual budget for each Fiscal Year within 60 days of adoption thereof by the Council and (2) such other financial or public information as the Lender may reasonably request.

D. Tax Compliance. Neither the City, nor any third party over whom the City has control, will make any use of the proceeds of the Series 2021 Note or of the Project at any time



during the term of the Series 2021 Note which would cause the Series 2021 Note to be (1) a "private activity bond" within the meaning of Section 103(b)(1) of the Code or (2) an "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. The City covenants throughout the term of the Series 2021 Note to comply with the requirements of the Code and the Regulations, as amended from time to time, and to take all actions necessary to maintain the exclusion from gross income for purposes of the Code of interest on the Series 2021 Note.

E. *Debt Service Coverage.* While the Series 2021 Note is outstanding and unpaid, the City will fix, establish, and maintain such rates and will collect such fees, rentals, or other charges for the services of the System and revise the same from time to time, whenever necessary, as will always provide Net Revenues equal to at least one hundred twenty percent (120%) of the principal and interest on the Series 2021 Note and any other debt obligations payable from the Net Revenues.

F. *Additional Parity Obligations.* Except as provided below, the City may incur no obligations payable from the Net Revenues (including Unconditional Output Contracts), unless such obligations are expressly made payable on a junior and subordinate basis to the payment of the Series 2021 Note. Parity debt obligations payable on a parity basis to the Series 2021 Note (the "Parity Obligations") may be issued upon satisfaction of the following conditions:

(1) There shall have been obtained and filed with the City Clerk a certificate of the Finance Director stating: (i) that the audited books and records of the City relative to the Net Revenues for the most recently audited fiscal year (the "Test Period") have been reviewed by the Finance Director and that the amount of the Net Revenues adjusted as provided in paragraph (2) below, is equal to not less than 1.20x the maximum debt service becoming due in any year thereafter on all debt payable from the Net Revenues and on the Parity Obligations.

(2) Upon recommendation of the Qualified Independent Consultants, the Net Revenues in the previous paragraph may be adjusted for purposes of this section by including: (i) 100% of the additional Net Revenues which in the opinion of the Qualified Independent Consultant would have been derived by the City from rate increases adopted and in effect before the issuance of the Parity Obligations, if such approved rate increases had been implemented during the Test Period, and (ii) 100% of the additional Net Revenues estimated by the Qualified Independent Consultant to be derived during the first full 12 month period after the facilities financed with proceeds of the proposed Parity Obligations are placed in service.

(3) For purposes of this section 10.F., "Net Revenues" shall not include (i) any proceeds from the sale of assets of the System, (ii) proceeds of insurance or emergency assistance grants, or (iii) other extraordinary or non-recurring items or gains.

G. *Funds and Accounts.* There is hereby created and established an "Electric Utility Refunding Revenue Note, Series 2021 Sinking Fund," which shall be maintained on the books of the City as a separate account (but need not be maintained as a separate bank or deposit account). On or before the 25th day of each month, an amount equal to: (1) one-sixth (1/6th) of the interest amount due on the next Interest Payment Date, and (2) one-twelfth (1/12th) of the principal amount due on the next Payment Date, as shown on Schedule 1 to the Series 2021 Note, will be deposited by the City into the Sinking Fund from the Net Revenues or other legally available funds of the City. Moneys in the Sinking Fund shall be used only to pay principal of and interest on the Series 2021 Note and for no other purpose.

H. *Operation and Maintenance.* The City will maintain the System and all parts thereof in good condition and will operate the same in an efficient and economical manner, making such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof.

I. *Books and Accounts.* The City shall keep proper books, records, and accounts, separate and apart from all other records and accounts, showing correct and complete entries of all transactions of the System, and the Registered Owner of the Series 2021 Note or any duly authorized agent or agents of such Registered Owner shall have the right at any and all reasonable times to inspect such books, records, and accounts.

J. *Disposition of System.* The System may be sold or otherwise disposed of as a whole or substantially as a whole, only if the net proceeds to be realized, together with other moneys available for such purpose, shall be sufficient to fully retire the Series 2021 Note, and all Parity Obligations and all interest thereon to their respective dates of maturity or earlier redemption dates. The proceeds from such sale or other disposition of the System shall immediately be deposited first in the Sinking Fund and shall be used only for the purpose of paying the Series 2021 Note, and Parity Obligations as the same shall become due or upon the earlier redemption thereof on the next ensuing redemption date. The foregoing provision notwithstanding, the City shall have and hereby reserves the right to sell, lease, exchange, or otherwise dispose of any of the tangible property or ownership interest in tangible property comprising a part of the System if any one of the following conditions exist: (1) such property is not necessary for the operation of the System, (2) such property is not useful in the operation of the System, or (3) such property is not profitable in the operation of the System.

K. *Insurance.* The City shall provide protection for the System both in accordance with the requirements of all agreements, if any, to which the City may at the time be a party with respect to joint ownership of properties by the City with others which is part of the System, and in accordance with prudent utility practice. Said protection may consist of insurance, self-insurance, and indemnities. The City will keep, or cause to be kept, the works, plants, and facilities comprising the properties of the System insured, and will carry such other insurance against fire and other risks, accidents, or casualties at least to the extent and of the kinds that insurance is usually carried by utilities operating like properties. Any insurance shall be in the form of policies

or contracts for insurance with insurers of good standing, shall be payable to the City and may provide for such deductibles, exclusions, limitations, restrictions, and restrictive endorsements customary in policies for similar coverage issued to entities operating properties similar to the properties of the System. Any self-insurance shall be in the amounts, manner and of the type provided by entities operating properties similar to the properties of the System. In the event of any loss or damage to the System covered by insurance, the City will, with respect to each such loss, promptly repair, reconstruct, or replace the parts of the System affected by such loss or damage to the extent necessary to the proper conduct of the operation of the business of the System in accordance with prudent utility practice, shall cause the proceeds of such insurance to be applied for that purpose to the extent required therefor, and pending such application, shall hold the proceeds of any insurance policy covering such damage or loss in trust to be applied for that purpose to the extent required therefor. Any excess insurance proceeds received by the City may be used by the City for any lawful purpose. Notwithstanding the foregoing or any provisions of this Loan Agreement to the contrary, the City shall not be required to maintain insurance with respect to facilities for which insurance shall not be available or for facilities which, in accordance with prudent utility practice, are not customarily insured.

L. *No Free Service.* So long as the Series 2021 Note, or any Parity Obligations are outstanding, the City shall not furnish or supply the facilities, services, and commodities of the System either free of charge or for a nominal charge to any person, firm, or corporation, public or private, including the City's departments, agencies, and instrumentalities which avail themselves of the services of the System. The City shall promptly enforce the payment of any and all accounts owing to the City and delinquent, by discontinuing service or by filing suits, actions, or proceedings, or by both discontinuance of service and filing suit.

M. *Mandatory Cut Off.* The City shall establish a written policy consistent with sound business judgment for the disconnection from the System of any customer who fails to pay for services rendered by the System, and shall enforce such policy diligently and fairly.

N. *Enforcement of Collections.* The City will diligently enforce and collect the rates, fees, and other charges for the services and facilities of the System and will take all steps, actions, and proceedings for the enforcement and collection of such rates, charges, and fees as shall become delinquent to the full extent permitted or authorized by law; and will maintain accurate records with respect thereof. All such fees, rates, charges, and revenues shall, as collected, be held in trust to be applied as herein provided.

O. *Mandatory Connections; No Competing System.* So long as service is in fact available as reasonably determined by the City, the City will, to the full extent permitted by law, require all lands, buildings, and structures within the area being served by the System to connect with and use such facilities within 60 days after notification. To the extent permitted by law, the City will not grant a franchise for the operation of any competing electric system or systems within the area served by the System until the Series 2021 Note, and any Parity Obligations issued hereunder, together with the interest thereon, and premium, if any, have been paid in full. Notwithstanding

the foregoing, the City shall not be required to duplicate services being provided by private or public electric utilities in the area being served by such private or public electric utilities. In addition, the City shall not be prohibited from allowing other private or public electric utilities to provide services within the area being served by the System, if the City shall not be providing such service in such area on that date. Nothing herein shall be deemed to constitute the approval of the City for any private or public electric utility (other than the System) to provide any services within the boundaries of the City or within the area being served by the System or within any other area of the City.

P. *Payment of Taxes, Assessments, and Other Claims.* The City shall from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments, and other governmental charges, or payments in lieu thereof, lawfully imposed upon the properties constituting the System when the same shall become due, as well as all lawful claims for labor and materials and supplies which, if not paid, might become a lien or charge upon such properties or any part thereof or which might in any way impair the security of the Series 2021 Note, except assessments, charges, or claims which the City shall in good faith contest by proper legal proceedings.

**Section 11:** *Representations and Warranties.*

A. The City represents and warrants to the Lender that:

(1) *Organization.* The City is a municipal corporation, duly organized, and existing under the laws of the State.

(2) *Authorization of Loan Agreement and Related Documents.* The City has the power and has taken all necessary action to authorize the execution and delivery of and the performance by the City of its obligations under this Loan Agreement and the Series 2021 Note in accordance with their respective terms. This Loan Agreement and the Series 2021 Note have been duly executed and delivered by the City and are legal, valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, except to the extent that such enforcement may be limited by laws regarding bankruptcy, insolvency, reorganization, or moratorium applicable to the City or by general principles of equity regarding the availability of specific performance.

(3) *No Conflict; No Litigation.* The terms of the Series 2021 Note and of this Loan Agreement do not conflict with or constitute a violation of the terms of any judgment, decree, indenture, loan agreement, debt instrument, or other agreement to which the City is a party or by which the City is bound. There is no litigation pending, or to the best knowledge of the City, threatened, which seeks to restrain or enjoin the execution and delivery of the Series 2021 Note or this Loan Agreement, the pledging by the City of the Net Revenues, or the performance by the City of its obligations hereunder, or the collection and application of the Net Revenues.

(4) *Financial Statements.* The financial statements of the City for the Fiscal Year ended September 30, 2020, previously provided to the Lender were prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the City as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues, properties, or operations of the City.

(5) *Net Revenues.* The Lender shall have a first priority security interest in the Net Revenues, subject only to parity liens for Parity Obligations issued pursuant to the terms hereof.

B. The Lender represents and warrants to the City that:

(1) *Organization.* The Lender is a corporation, duly organized, and existing under the laws of the State of Colorado.

(2) *Authorization of Loan Agreement and Related Documents.* The Lender has the power and has taken all necessary action to authorize the execution and delivery of and the performance by the Lender of its obligations under this Loan Agreement in accordance with their respective terms. This Loan Agreement has been duly executed and delivered by the Lender and is a valid and binding obligation of the Lender, enforceable against the Lender in accordance with its terms, except to the extent that such enforcement may be limited by laws regarding bankruptcy, insolvency, reorganization, or moratorium applicable to the Lender or by general principles of equity regarding the availability of specific performance.

(3) *No Conflict; No Litigation.* The terms of this Loan Agreement do not conflict with or constitute a violation of the terms of any judgment, decree, indenture, loan agreement, debt instrument, or other agreement to which the Lender is a party or by which the Lender is bound. There is no litigation pending, or to the best knowledge of the Lender, threatened, which seeks to restrain or enjoin the execution and delivery of this Loan Agreement or the performance by the Lender of its obligations hereunder.

(4) *Knowledge and Experience.* The Lender (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan, (ii) has received and reviewed such financial information concerning the City as it has requested in order to fairly evaluate the merits and risks of making the Loan, and (iii) is purchasing the Series 2021 Note for its own account and not with a present view toward resale to the public.

**Section 12:** *Conditions Precedent.* The obligation of the Lender to make the Loan is subject to the satisfaction of each of the following conditions precedent on or before the Delivery Date:

A. *Action.* The Lender shall have received a copy of the Ordinance and the Resolution certified as complete and correct as of the Delivery Date, together with an executed Loan Agreement, the executed Series 2021 Note, and the customary closing certificates and opinions, in form and substance reasonably satisfactory to the Lender.

B. *Incumbency of Officers.* The Lender shall have received an incumbency certificate of the City in respect of each of the officers who is authorized to sign this Loan Agreement and the related financing documents on behalf of the City.

C. *Opinion of City Attorney.* The Lender shall have received a written opinion of the City Attorney in the form attached hereto as Exhibit B, with such changes as shall be acceptable to the Lender.

D. *Opinion of Note Counsel.* The Lender shall have received an approving opinion of Note Counsel or, alternatively, a letter from Note Counsel authorizing the Lender to rely on the approving opinion of Note Counsel delivered to the City in respect to the Series 2021 Note to the same extent as if such opinion were addressed to the Lender. The opinion, in form and substance satisfactory to the Lender, shall, at a minimum, address the status of interest on the Series 2021 Note under the provisions of Section 103 of the Code.

E. *Representations and Warranties; No Default.* The representations and warranties made by the City herein shall be true and correct in all material respects on and as of the Delivery Date, as if made on and as of such date; no Default shall have occurred and be continuing as of the Delivery Date or will result from the consummation of the Loan; and the Lender shall have received a certificate from the City to the foregoing effect.

F. *Lender Documents.* The City shall have received from the Lender an Investor Letter, the form of which is attached hereto as Exhibit C and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit D.

G. *Other Documents.* The Lender shall have received such other documents, certificates, and opinions as the Lender or its counsel shall have reasonably requested.

**Section 13:** *Notices.* All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, mailed by registered or certified mail, postage prepaid, or delivered by courier service to the parties at the following addresses:

City: City of Green Cove Springs, Florida  
 321 Walnut Street  
 Green Cove Springs, Florida 32043  
 Attention: Marlena Guthrie, Finance Director

Lender: Key Government Finance, Inc.  
 1000 S. McCaslin Blvd.  
 Superior, Colorado 80027  
 Attention: Municipal Operations

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 14:** *Events of Default Defined.* The following shall be "Events of Default" under this Loan Agreement, and the terms "Default" and "Events of Default" shall mean (except where the context clearly indicates otherwise), any one or more of the following events:

A. failure by the City to make any payment of principal of or interest on the Series 2021 Note on the applicable Payment Date.

B. failure by the City to deposit into the Sinking Fund the amounts required hereunder.

C. failure by the City to observe and perform any other covenant, condition, or agreement on its part to be observed or performed under this Loan Agreement for a period of 30 days after written notice of such failure shall have been delivered to the City by the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration;

D. the making of any warranty, representation, or other statement by the City or by an officer or agent of the City in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement which is false or misleading in any material adverse respect;

E. the filing of a petition against the City under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, if an order for relief is entered under such petition or such petition is not dismissed within 60 days of such filing;

F. the filing by the City of a voluntary petition in bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or the consent by the City to the filing of any petition against it under such law; or



G. the admission by the City of its insolvency or bankruptcy or its inability to pay its debts as they become due or that it is generally not paying its debts as such debts become due, or the City's becoming insolvent or Bankrupt or making an assignment for the benefit of creditors, or the appointment by court order of a custodian (including without limitation a receiver, liquidator, or trustee) of the City or any of its property taking possession thereof and such order remaining in effect or such possession continuing for more than 60 days.

**Section 15:** *Remedies.*

A. If the City fails to make any payment of principal of or interest on the Series 2021 Note on its due date, interest on the past due payment shall accrue at the Default Rate until payment is made. If such delinquent amount is not paid within 90 days of its due date, the entire principal amount of the Series 2021 Note shall bear interest at the Default Rate until such Default is cured. Additionally, if any payment due on the Series 2021 Note is paid later than 10 days after the date due, such payment may be subject to an additional late fee of 5% on the overdue payment. Provided, however, in no event shall the interest rate on the Series 2021 Note exceed the Maximum Rate.

B. The Lender may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State, of the United States of America, or granted and contained in this Loan Agreement, and to enforce and compel the performance of all duties required by this Loan Agreement or by any applicable laws to be performed by the City, the Council, or by any officer thereof, and may take all steps to enforce this Loan Agreement to the full extent permitted or authorized by the laws of the State or the United States of America. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE CITY AND THE LENDER, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LOAN AGREEMENT, THE SERIES 2021 NOTE, OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS LOAN AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. This provision is a material inducement to the Lender to enter into this Loan Agreement.

C. Upon an Event of Default, the Lender may recover from the City, but solely from the Net Revenues and the amounts in the funds and accounts established hereunder, all expenses incurred related to such Default, including, without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal, or otherwise.

**Section 16:** *No Recourse.* No recourse shall be had for the payment of the principal of and interest on the Series 2021 Note or for any claim based on the Series 2021 Note or on this Loan

Agreement, against any present or former member or officer of the Council or any person executing the Series 2021 Note.

**Section 17:** Payments Due on Saturdays, Sundays, and Holidays. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

**Section 18:** Amendments, Changes, and Modifications. This Loan Agreement may be amended only in writing signed by both parties hereto.

**Section 19:** Binding Effect. To the extent provided herein, this Loan Agreement shall be binding upon the City and the Lender and shall inure to the benefit of the City and the Lender and their respective successors and assigns. This Loan Agreement shall be discharged and neither the City nor the Lender shall have any further obligations hereunder under the Series 2021 Note when the City shall have paid the principal of and interest on the Series 2021 Note in full and shall have paid in full all other amounts, if any, due under the Series 2021 Note or this Loan Agreement.

**Section 20:** Benefits Exclusive. Except as otherwise provided herein, nothing in this Loan Agreement, expressed or implied, is intended or shall be construed to confer upon any Person, other than the City and the Registered Owner, any right, remedy, or claim, legal or equitable, under or by reason of this Loan Agreement or any provision hereof, this Loan Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Registered Owner.

**Section 21:** Severability. In the event any court of competent jurisdiction shall hold any provision of this Loan Agreement invalid or unenforceable such holding shall not invalidate or render unenforceable, any other provision hereof.

**Section 22:** Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 23:** No Consent. No consent to or waiver of (either express or implied) any breach or default in the performance of any obligation under this Loan Agreement or the Series 2021 Note shall constitute a consent to or waiver of any other breach or default in the performance of the same or any other obligation.

**Section 24:** Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the parties hereto have duly executed this Loan Agreement as of the date first above written.

CITY OF GREEN COVE SPRINGS, FLORIDA

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Erin West, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

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

KEY GOVERNMENT FINANCE, INC.

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT A

FORM OF SERIES 2021 NOTE

ANY REGISTERED OWNER SHALL, PRIOR TO BECOMING A REGISTERED OWNER, EXECUTE AN INVESTOR LETTER IN THE FORM ATTACHED TO THE LOAN AGREEMENT (AS HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH REGISTERED OWNER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

No. R-1

\$9,800,000

CITY OF GREEN COVE SPRINGS, FLORIDA  
ELECTRIC UTILITY REFUNDING REVENUE NOTE, SERIES 2021

INTEREST RATEMATURITY DATEDATE OF ISSUE

1.712% per annum,  
subject to adjustment as  
provided on Schedule 3  
attached hereto

See Schedule 1 attached hereto

June 21, 2021

REGISTERED OWNER: KEY GOVERNMENT FINANCE, INC.

PRINCIPAL AMOUNT: NINE MILLION EIGHT HUNDRED THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that City of Green Cove Springs, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, on the Maturity Date specified above, a portion of the Principal Amount shown above, in the installments shown on Schedule 1 attached hereto, with the final installment of principal and interest being payable upon presentation and surrender hereof at the office of the Finance Director, as Registrar and Paying Agent, on July 1, 2033, and to pay solely from such funds interest on the Principal Amount from the date hereof or from the most recent date to which interest has been paid, whichever is applicable, until payment of such Principal Amount, at the Interest Rate shown above, subject to adjustment as set forth on Schedule 3 attached hereto, such interest being payable semiannually on January 1 and July 1 of each year, commencing July 1, 2021 (each an "Interest Payment Date"), until maturity, by wire transfer or other medium acceptable to the City and to the Registered Owner, on or before the Interest Payment Date, to the Registered Owner. The principal of, premium, if any, and interest on this Series 2021 Note are payable in lawful money of the United States of America. Interest due hereon shall be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

The City may prepay this Series 2021 Note in whole only, at any time, without premium or prepayment penalty.

This Series 2021 Note is issued to refund the Refunded Note, under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law, and Ordinance No. O-13-2021, enacted by the Council on June 15, 2021, as supplemented by Resolution No. R-08-2021, adopted on June 15, 2021 (collectively, the "Ordinance"), and pursuant to a Loan Agreement between the City and Key Government Finance, Inc., dated June 21, 2021 (the "Loan Agreement"), to which reference should be made to ascertain those terms and conditions.

This Series 2021 Note is payable from and secured solely by the Net Revenues of the System, as defined in and in the manner provided in, and subject to the terms and conditions of, the Ordinance, the Resolution, and the Loan Agreement.

The principal of and interest on this Series 2021 Note do not constitute a general obligation or indebtedness of the City, and the Registered Owner shall never have the right to require or compel the levy of taxes on any property of or in the City for the payment of the principal of and interest on this Series 2021 Note. The principal of and interest on this Series 2021 Note are not secured by a lien upon the Project, or upon any property of or in the City, but are secured solely by the Net Revenues in the manner provided herein and in the Loan Agreement. Reference is made to the Loan Agreement for the provisions relating to the security for payment of this Series 2021 Note and the duties and obligations of the City hereunder.

The Registered Owner may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in the Loan Agreement, and to enforce and compel the performance of all duties required by the Loan Agreement or by any applicable laws to be performed by the City, the Council, or by any officer thereof, and may take all steps to enforce the Loan Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America. Pursuant to the Loan Agreement, to the extent permitted by applicable law, each of the City and the Registered Owner, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with the Loan Agreement, this Series 2021 Note, or any agreement contemplated to be executed in connection with the Loan Agreement, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of any party with respect thereto.

This Series 2021 Note may be transferred or assigned in whole, but not in part, by the Registered Owner without the prior written consent of the City provided that (A) the City is given notice of such transfer not later than ten (10) days prior to the next Interest Payment Date on the Series 2021 Note and (B) the transferee provides to the City an investment letter in form and

substance materially the same as the letter provided by the Lender to the City upon the original issuance hereof.

It is hereby certified and recited that all acts, conditions, and things required by the Constitution and laws of the State of Florida to be performed, to exist, and to happen precedent to and in the issuance of this Series 2021 Note, have been performed, exist, and have happened in regular and due form and time as so required.

IN WITNESS WHEREOF, the City of Green Cove Springs, Florida, has caused this Series 2021 Note to be executed by the Mayor and attested by the Clerk and its seal to be affixed, impressed, imprinted, lithographed, or reproduced hereon, all as of the Date of Issue above.

CITY OF GREEN COVE SPRINGS, FLORIDA

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Erin West, City Clerk

SCHEDULE 1  
AMORTIZATION SCHEDULE

<b>Payment Date</b> <b>(July 1)</b>	<b>Amount</b>
2021	\$601,000
2022	698,000
2023	708,000
2024	721,000
2025	734,000
2026	746,000
2027	759,000
2028	771,000
2029	785,000
2030	798,000
2031	813,000
2032	826,000
2033	840,000



## SCHEDULE 2

ADJUSTMENTS TO INTEREST RATE IN CERTAIN EVENTS

The interest rate on this Series 2021 Note shall be subject to adjustment in the event of a change in certain tax laws and regulations as set forth below:

Default Rate

If the City fails to make any payment of principal of or interest on this Series 2021 Note on its due date, interest on the past due payment shall accrue at the Default Rate until payment is made. If such delinquent amount is not paid within 90 days of its due date, the entire principal amount of this Series 2021 Note shall bear interest at the Default Rate until such Default is cured. Additionally, if any payment due on this Series 2021 Note is paid later than 10 days after the date due, such payment may be subject to an additional late fee of 5% on the overdue payment.

The Registered Owner shall provide to the City such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Registered Owner of the amounts payable pursuant to the Interest Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error. Notwithstanding anything in this Series 2021 Note or the Loan Agreement to the contrary, in no event shall the Interest Rate on this Series 2021 Note or late charge on an overdue payment exceed the Maximum Rate.

## EXHIBIT B

FORM OF CITY ATTORNEY OPINION

June 21, 2021

Mayor and Members of the  
City Council of the  
City of Green Cove Springs, Florida

Key Government Finance, Inc.  
Superior, Colorado

Bryant Miller Olive P.A.  
Tallahassee, Florida

Re: \$9,800,000 City of Green Cove Springs, Florida  
Electric System Refunding Revenue Note, Series 2021 (the "Series 2021 Note")

I have acted as City Attorney for the City of Green Cove Springs, Florida (the "City"), in connection with (A) the authorization and delivery by the City of the above-styled Series 2021 Note, pursuant to Ordinance No. O-13-2021, enacted by the City Council of the City on June 15, 2021 (the "Ordinance"), as supplemented by Resolution No. R-08-2021, adopted by the City Council of the City on June 15, 2021 (the "Resolution"), and (B) the Loan Agreement (the "Loan Agreement") between the City and Key Government Finance, Inc., dated June 21, 2021, all for the purpose of refunding the Refunded Note, as more particularly described in the Ordinance and the Loan Agreement. The capitalized terms herein refer to the terms defined in the Resolution and the Loan Agreement.

I am of the opinion that:

1. The City is a municipal corporation of the State of Florida (the "State") and had and has good right and lawful authority under the Constitution and laws of the State to enact the Ordinance, to adopt the Resolution, to enter into the Loan Agreement, to issue and deliver the Series 2021 Note, to pledge the Net Revenues of the System (the "Net Revenues"), and to perform its obligations under the Loan Agreement, the Series 2021 Note, the Ordinance, and the Resolution.

2. The Loan Agreement and the Series 2021 Note have been duly executed and delivered by the City, and the Ordinance, the Resolution, the Loan Agreement, and the Series 2021 Note are in full force and effect and constitute valid and binding contracts of the City, enforceable in accordance with their respective terms, except to the extent that the enforceability

thereof may be limited by applicable bankruptcy laws or other laws affecting creditors' rights and to the exercise of judicial discretion.

3. There is no litigation of any nature now pending, or, to my best knowledge, threatened: (a) restraining or enjoining the enactment of the Ordinance, the adoption of the Resolution, or the authorization, execution, or delivery of the Loan Agreement and the Series 2021 Note; (b) affecting in any way the right or authority of the City (i) to enact the Ordinance or to adopt the Resolution, (ii) to authorize, issue, and deliver the Loan Agreement and the Series 2021 Note, (iii) to pledge the Net Revenues to secure payment of the Series 2021 Note, (iv) to pay the principal of the Series 2021 Note and the interest thereon, (v) in any manner affecting the proceedings and authority for the enactment of the Ordinance, the adoption of the Resolution, and the authorization or delivery of the Loan Agreement and the Series 2021 Note; or (c) affecting directly or indirectly (i) the validity of the Loan Agreement or the Series 2021 Note, (ii) any provisions made or authorized for payment of the Series 2021 Note, (iii) the corporate existence of the City or the Council, or (iv) the title of the present officers of the City or any of them to their respective offices.

4. None of the proceedings or authority relating to the Ordinance, the Resolution, or the issuance and delivery of the Loan Agreement or the Series 2021 Note has been repealed, revoked, rescinded, or limited in any way.

5. The City has received all necessary approvals, consents, and orders required to be obtained and has taken all action required to be taken under federal, state, and local laws in connection with the issuance and delivery of the Series 2021 Note.

6. The execution and delivery of the Series 2021 Note and the Loan Agreement, the enactment of the Ordinance, the adoption of the Resolution, and compliance by the City with the provisions contained therein, will not, to the best of my knowledge, conflict with, or constitute a breach of or default under, any judgment, decree, loan agreement, indenture, note, bond, resolution, agreement, or other instrument to which the City is a party or to which the City or any of its property or assets is otherwise subject.

The addressees hereto and any permitted assignee of the Series 2021 Note may rely on this opinion.

Sincerely,

## EXHIBIT C

FORM OF INVESTOR LETTER

This is to certify that Key Government Finance, Inc. (the "Lender") has not required the City of Green Cove Springs, Florida (the "City") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance by the City of its Electric Utility Refunding Revenue Note, Series 2021 (the "Series 2021 Note") evidencing amounts due to the Lender relating to the loan from the Lender in the amount of \$9,800,000 (the "Loan") pursuant to a Loan Agreement, dated as of June 21, 2021, by and between the City and the Lender (the "Loan Agreement"). No inference should be drawn that the Lender, in the acceptance of the Series 2021 Note, is relying on Bryant Miller Olive P.A. ("Note Counsel"), Arnold Law ("City Attorney"), or PFM Financial Advisors, LLC (the "Financial Advisor") as to any such matters other than the legal opinions rendered by Note Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Loan Agreement.

We acknowledge and understand that Resolution No. R-08-2021, adopted by the Council on June 15, 2021 (the "Resolution") is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Note Counsel, the City Attorney, nor the Financial Advisor shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2021 Note as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Series 2021 Note may only be transferred in whole and not in part, and may not be transferred except to a Lender, savings association, insurance company, or other "accredited investor" in accordance with the restrictions set forth in the Series 2021 Note.

We are a qualified institutional buyer as defined by rule of the commission in accordance with Securities and Exchange Commission Rule 144A (17 C.F.R. s. 230.144(A)(a)), as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2021 Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this 21st day of June, 2021.

KEY GOVERNMENT FINANCE, INC.

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT D

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser and lender, proposes to negotiate with the City of Green Cove Springs, Florida (the "City") for the purchase of the City's Electric Utility Refunding Revenue Note, Series 2021 (the "Series 2021 Note") evidencing amounts due under a Loan Agreement, dated June 21, 2021, by and between Key Government Finance, Inc. (the "Lender") and the City in a principal amount of \$9,800,000 (the "Loan Agreement"). Prior to the award of the Series 2021 Note, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Series 2021 Note (such fees and expenses to be paid by the City):

None

2. (a) No other fee, bonus, or other compensation is estimated to be paid by the Lender in connection with the issuance of the Series 2021 Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph 1. above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of Series 2021 Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The City is proposing to issue the Series 2021 Note for the purpose of refunding the Refunded Note, as more fully described in the Loan Agreement. The Series 2021 Note is expected to be repaid over a period of 12 years. Total interest expected to be paid on the Series 2021 Note will equal approximately \$1,060,142.68.

The source of repayment or security for the Series 2021 Note is the Net Revenues of the System (as such undefined terms are defined in Resolution No. R-08-2021, adopted by the

Council on June 15, 2021). The issuance of the Series 2021 Note will result in an annual average of \$902,921.79 of the Net Revenues not being available to finance the other services of the City each year for 12 years.

6. The name and address of the Lender is as follows:

Key Government Finance, Inc.  
1000 S. McCaslin Blvd.  
Superior, Colorado 80027

**IN WITNESS WHEREOF**, the undersigned has executed this Disclosure Letter on behalf of the Lender this 21st day of June, 2021.

KEY GOVERNMENT FINANCE, INC.

By: \_\_\_\_\_  
Name:  
Title:



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** June 15, 2021  
**FROM:** Heather Glisson, Planning Technician  
**SUBJECT:** Final approval of the Comprehensive Online Mapping System *Heather Glisson*

### BACKGROUND

On February 16, 2021, City Council approved the award of Bid LC2021-01 for a 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 to the Geographic Technologies Group (GTG).

Since that time GTG, in coordination with City Staff, have created the Green Cove Springs GeoHub, which can be found at this link: [GCS GeoHub](#) which includes the following applications:

- **Parcels, Zoning, and Land Use Viewer**, containing parcel data, municipal boundary, existing land use, future land use, zoning, Gateway Corridor boundaries, Central Business District boundary, FEMA data, tree inventory, historic district boundary and historic contributing structures.



- **Curbside Services**, containing links to information about what can be picked up, as well as mapping what areas of town are picked up on what days for garbage, recycling, and yard waste.
- **Parks and Recreation Viewer**, which when zoomed out shows where the parks are in the city, and when zoomed in, shows the tree inventory and park structures, such as pavilions or basketball courts.





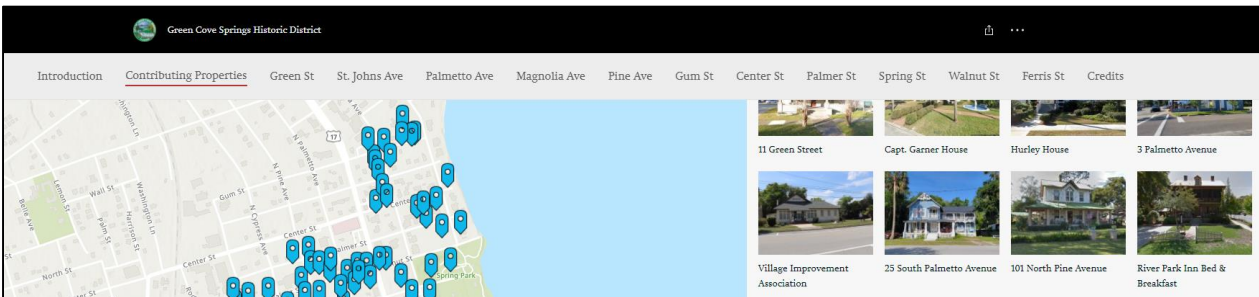
- **Capital Improvement Projects Dashboard**, which provides information on active projects.



- **Active Hurricane Tracker Dashboard**, containing active storm data, evacuation routes / zones, and FEMA data.
- **Damage Assessment Viewer**, which will be used during active storm events. The map is connected to a survey which collects damage data, whether an outage, a tree down, or a damaged building. The survey can be used by staff members or the public. When data is provided, Staff will additionally have space to provide a response, so community members know what has been reported, what is being worked on, and when it is resolved or expected to be resolved.
- **Building / Code Enforcement Viewer**, featuring active permits and code enforcement cases.
- **Internal Resources**
  - **Crash Surveillance Dashboard**, using Signal Four data to understand crash frequency and causes.



- **Utilities Viewer**, showing water, wastewater, stormwater, and electric.
- **Historic District Story Map**, highlighting the City’s nationally registered historic district, providing historical information, as well as featuring photos and any additionally available information about contributing structures.

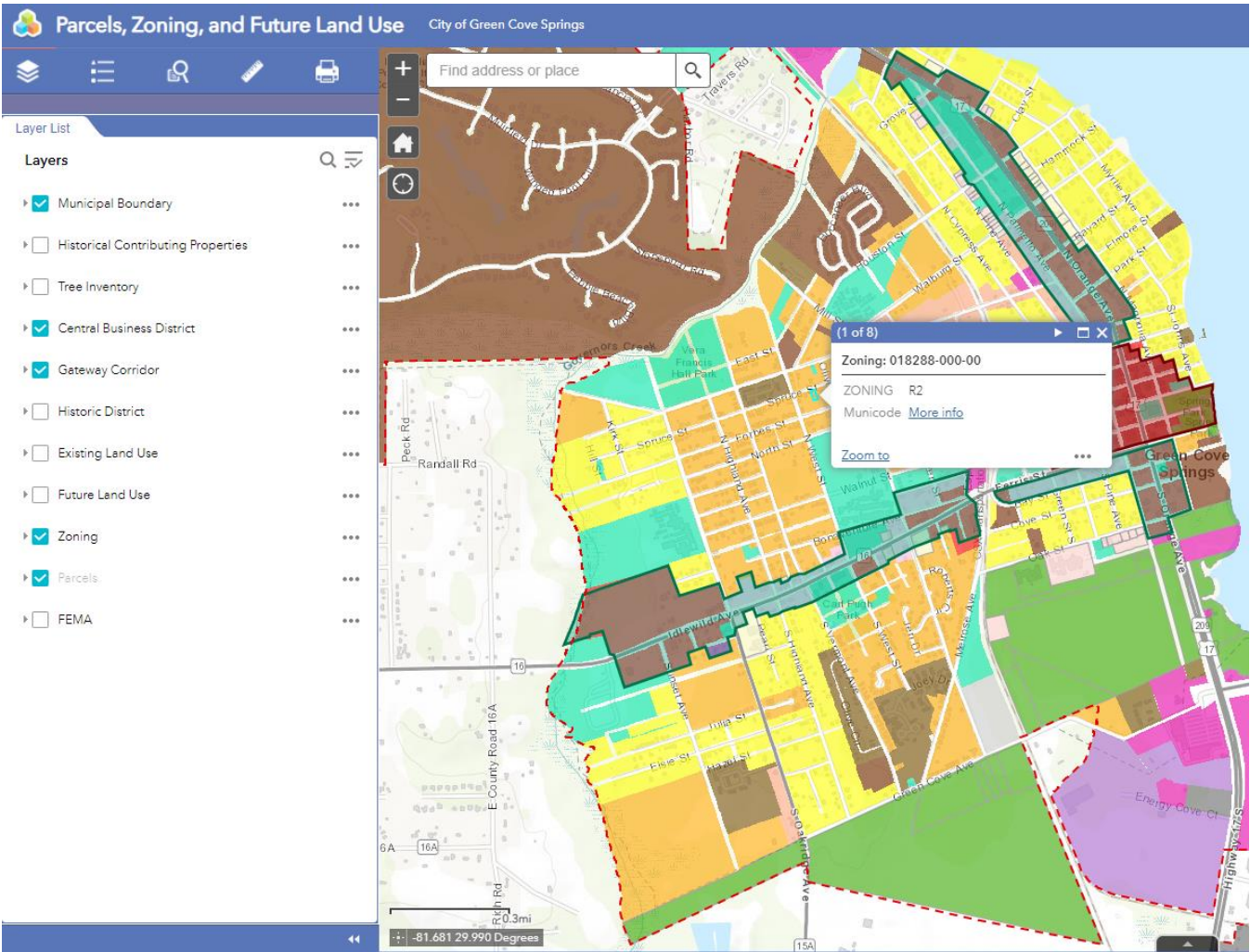


The Development Services homepage on the City’s website links to the GeoHub, or the hub can be bookmarked for easy access. Look for the “Feedback” button on the GeoHub to take a short survey to let us know what you like about it and if there are any improvements you would like to see in the future.

Staff are excited to have the GeoHub available as it increases transparency and eases data sharing both between agencies, with developers, and with citizens. Citizens and developers will now have one more way to access needed information, such as what is a particular property’s zoning or when is regular trash pickup.

In the future, staff intend to continue building out the GeoHub, adding new data as it is available and helping to tell the City’s story through Story Maps that highlight the City’s attractive assets. The GeoHub is also an excellent step toward Smart City Solutions, as it allows for easy exploration, visualization, and sharing of City data. As the hub grows, it will allow data to be contextualized, and provide valuable information to citizens, elected and appointed officials, and staff to assist in identifying strategic solutions to growth management related issues.

Here is a fuller glimpse of the Parcels, Zoning, and Future Land Use Viewer, followed by a look at the homepage of the GeoHub:







**FISCAL IMPACT**

The funds for this project (\$40,000) were 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 approval of the Green Cove Springs GeoHub.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GREEN COVE SPRINGS AND**

**THIS AGREEMENT** is awarded and entered into this 11th day of February, 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.
- 1.03** **"CONTRACTOR"** the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services as required under the covenants, terms and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONTRACTOR shall also include any employees of the CONTRACTOR, and any SUB-CONTRACTORS or employees thereof, who are engaged by the CONTRACTOR for the purpose of performing professional services pursuant to this Agreement.
- 1.04** **"CITY"** a political subdivision of the State of Florida, and any official and/or employees thereof, who shall be duly authorized to act on the CITY'S behalf, relative to this Agreement.

**1.05** **"PARTIES"** CITY and the CONTRACTOR as defined hereinabove.

**1.06** **"PROFESSIONAL SERVICES"** all services, work, materials and other professional, technical and administrative activities as set forth in **Exhibit A**, which are necessary to be provided and performed by the CONTRACTOR and its employees, and any and all sub-consultants and sub-CONTRACTORS the CONTRACTOR may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions contained herein.

**1.07** **"PROJECT MANAGER"** the CITY's 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.

**1.08** **"SUB-CONTRACTOR"** 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**

(1) 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**

(1) 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**

(1) 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: (1) 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: (1) 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.

**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



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 CONTRACTOR 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

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 representatives, have executed this Agreement effective this 16th day of February, 2021.

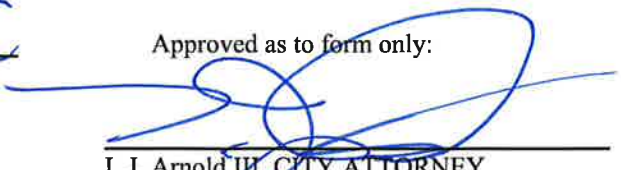
CITY OF GREEN COVE SPRINGS, FLORIDA

CITY OF GREEN COVE SPRINGS, FLORIDA


By:   
B. Van Roy, Mayor

By:   
Steve Kennedy, City Manager

ATTEST   
Erin West, CITY CLERK

Approved as to form only:  
  
L.J. Arnold III, CITY ATTORNEY

**CONTRACTOR -**

By: 

Mr. David Holdstock, BA, MA, GISP

  
Witness as to CONTRACTOR

EXHIBITS



**FIRST AMENDMENT OF PROFESSIONAL  
SERVICES AGREEMENT BETWEEN THE CITY OF  
GREEN COVE SPRINGS AND GEOGRAPHIC  
TECHNOLOGIES GROUP**

**THIS AGREEMENT** is awarded and entered into this 1<sup>st</sup> day of June, 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**, the Professional Services Agreement was approved by City Council on February 16, 2021; and

**WHEREAS**, the Professional Services Agreement is being amended to add service specified in Exhibit B; 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 **Exhibit B** 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.

**1.03 "CONTRACTOR"** the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services as required under the covenants, terms and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONTRACTOR shall also include any employees of the CONTRACTOR, and any SUB-CONTRACTORS or employees thereof, who are engaged by the CONTRACTOR for the purpose of performing professional services pursuant to this Agreement.

- 1.04** **"CITY"** a political subdivision of the State of Florida, and any official and/or employees thereof, who shall be duly authorized to act on the CITY'S behalf, relative to this Agreement.
- 1.05** **"PARTIES"** CITY and the CONTRACTOR as defined hereinabove.
- 1.06** **"PROFESSIONAL SERVICES"** all services, work, materials and other professional, technical and administrative activities as set forth in **Exhibit A**, which are necessary to be provided and performed by the CONTRACTOR and its employees, and any and all sub-consultants and sub-CONTRACTORS the CONTRACTOR may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions contained herein.
- 1.07** **"PROJECT MANAGER"** the CITY's 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.
- 1.08** **"SUB-CONTRACTOR"** 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**

- (1) 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**

(1) 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**

(1) 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: (1) 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: (1) 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.

**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 the 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 trial 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

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 CONTRACTOR 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



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**

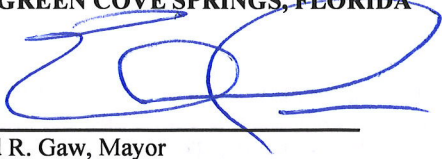
Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 13<sup>th</sup> day of June, **2021**.



CITY OF GREEN COVE SPRINGS, FLORIDA

CITY OF GREEN COVE SPRINGS, FLORIDA

By:   
Edward R. Gaw, Mayor

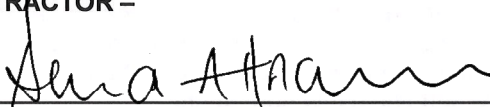
By:   
Steve Kennedy, City Manager


ATTEST:   
Erin West, CITY CLERK

Approved as to form only:

  
L.J. Arnold III, CITY ATTORNEY

CONTRACTOR -

By:   
Mr. David Holdstock, BA, MA, GISP

  
Witness as to CONTRACTOR

EXHIBITS

Agreement # P0402

**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

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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/ReferenceGuideforStateExpenditures.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: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. 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.

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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](mailto: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.

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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 [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com). 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 [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), 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,

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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



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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.

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**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 (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>), 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.

**Agreement # P0402****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 an 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

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\$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.

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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

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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.

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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



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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

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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

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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

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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](mailto: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](mailto: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]***



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**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.



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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

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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:

<b>Deliverables and Tasks</b>	<b>Minimum Level of Service</b>	<b>Payment Amount Not to Exceed</b>	<b>Financial Consequences</b>
<p><b>Deliverable 1.</b></p> <p>Procurement of GIS Design Consultant and Project Coordination Meeting for Staff; Subcontract or Notice</p> <p>Grantee shall hold a project Coordination Meeting for Staff, to be facilitated by a GIS</p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of the GIS design consultants subcontract or amendment to the subcontract entered into by the Grantee.</li> <li>2. Copy of Agenda for the Coordination Meeting</li> </ol>	\$15,000.00	As provided in Section 12 of this Scope of Work, below.

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<p>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.</p> <p>Deliverable due date: <b>December 31, 2020</b></p>	<p>3. List of City Departments participating in the Coordination Meeting</p> <p>4. Copy of the data report.</p> <p>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.</p>		
<p><b>Deliverable 2.</b> Online Comprehensive Mapping System Website Development; Subcontracts or Notice</p> <p>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.</p> <p>Deliverable due date: <b>March 31, 2021</b></p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. A link to the Online Comprehensive Mapping System Website</li> <li>2. Copies of feedback received</li> <li>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.</li> </ol> <p>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.</p>	<p>\$15,000.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

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<p><b>Deliverable 3. Final Online Comprehensive Mapping System Website; Subcontract or Notice</b></p> <p>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.</p> <p>Deliverable due date: <b>May 31, 2021</b></p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Link to the Final Online Comprehensive Mapping System Website from the City's main website.</li> </ol> <p>Copies of materials to be used to promote the use of the Online Comprehensive Mapping System Website. (insert)</p> <ol style="list-style-type: none"> <li>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.</li> <li>3. List of current and future intended initiative of the Online Comprehensive Mapping System Website</li> <li>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.</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are</p>	<p>\$10,000.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
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	required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
<b>Total Amount Not to Exceed \$40,000.00</b>			

- 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 s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

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- 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. 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.

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- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
    - i. 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.





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**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 -*

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Attachment 1-A – Invoice: Grantee’s Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE’S NAME: \_\_\_\_\_  
FEIN: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_  
INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
Florida Department of Economic Opportunity  
Division of Community Development  
Attn.: Amanda Iscrupe  
107 East Madison Street  
Caldwell Building, MSC 160  
Tallahassee, FL 32399

**FOR:**  
[Grantee name]  
[Grantee address]  
[Grantee phone number]

DESCRIPTION	AMOUNT
<p><b>Dates of Service:</b> _____</p> <p><b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]</p> <p><u>Category expenditures:</u></p> <p>Contractual Services</p>	<p>\$__</p>
<b>TOTAL</b>	<b>\$__</b>

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Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: \_\_\_\_\_  
FEIN: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_  
INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
Florida Department of Economic Opportunity  
Division of Community Development  
Attn.: Amanda Iscrupe  
107 East Madison Street  
Caldwell Building, MSC 160  
Tallahassee, FL 32399

**FOR:**  
[Grantee name]  
[Grantee address]  
[Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____	
<b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>	
Salaries	\$ _____
Fringe Benefits	\$ _____
Travel	\$ _____
Postage	\$ _____
[other direct costs: identify them]	\$ _____
<b>TOTAL</b>	\$ _____

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Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: \_\_\_\_\_  
FEIN: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_  
INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
Florida Department of Economic Opportunity  
Division of Community Development  
Attn.: Amanda Iscrupe  
107 East Madison Street  
Caldwell Building, MSC 160  
Tallahassee, FL 32399

**FOR:**  
[Grantee name]  
[Grantee address]  
[Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____	
<b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>  Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____ \$_____
<b>TOTAL</b>	\$_____

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
EXECUTIVE DIRECTOR

**GRANT AGREEMENT FINAL CLOSEOUT FORM**

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

**Section A: Financial Reconciliation**

1. Total Recipient Funds Received from DEO	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

**Section B: Statement of Recipient Income**

<ul style="list-style-type: none"> <li><input type="radio"/> There was no recipient income earned under this contract.</li> <li><input type="radio"/> The following recipient income was earned under this contract.</li> </ul>			
Description of Recipient Income			
Source	Amount	Expended	Balance
<b>Total Program Income</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Section C: Property Inventory Certification**

<ul style="list-style-type: none"> <li><input type="radio"/> No tangible property was purchased in the contract period.</li> <li><input type="radio"/> All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.</li> </ul>					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

**Section D: Recipient Certification**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

**Section E: DEO Internal Review and Approval**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

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## 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.
3. 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 expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial

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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.**

1. 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 directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or Paper (hard copy):  
 Department Economic Opportunity  
 MSC # 130, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126



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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 (<https://flauditor.gov/>) 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 directly to:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto: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.

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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.

***- Remainder of Page Intentionally Left Blank -***

**ATTACHMENT 3  
Audit Compliance Certification**

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

- 1. Did Grantee expend state financial assistance, 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 the Department of Economic Opportunity (DEO)?  
 Yes  No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of 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 awards combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
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/ReferenceGuideforStateExpenditures.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: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. 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](mailto: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.

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 [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com). 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 [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), 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 (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>), 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 an 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](mailto: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](mailto: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.

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

**CITY OF GREEN COVE SPRINGS**

**By** \_\_\_\_\_  
Signature  
**Mario Rubio**

**By** \_\_\_\_\_  
Signature  
**B. Van Royal**

**Title** Director of Community Development

**Title** Mayor

**Date** \_\_\_\_\_

**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**

**By:** \_\_\_\_\_

**Approved 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
<p><b>Deliverable 1.</b></p> <p>Procurement of GIS Design Consultant and Project Coordination Meeting for Staff; Subcontract or Notice</p> <p>Grantee shall hold a project Coordination Meeting for Staff, to be facilitated by a GIS</p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of the GIS design consultants subcontract or amendment to the subcontract entered into by the Grantee.</li> <li>2. Copy of Agenda for the Coordination Meeting</li> </ol>	\$15,000.00	As provided in Section 12 of this Scope of Work, below.



<p>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.</p> <p>Deliverable due date: <b>February 26, 2021</b></p>	<ol style="list-style-type: none"> <li>3. List of City Departments participating in the Coordination Meeting</li> <li>4. Copy of the data report.</li> </ol> <p>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.</p>		
<p><b>Deliverable 2.</b> Online Comprehensive Mapping System Website Development; Subcontracts or Notice</p> <p>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.</p> <p>Deliverable due date: <b>April 30, 2021</b></p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. A link to the Online Comprehensive Mapping System Website</li> <li>2. Copies of feedback received</li> <li>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.</li> </ol> <p>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.</p>	<p>\$15,000.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

<p><b>Deliverable 3.</b> Final Online Comprehensive Mapping System Website; Subcontract or Notice</p> <p>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.</p> <p>Deliverable due date: <b>June 30, 2021</b></p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Link to the Final Online Comprehensive Mapping System Website from the City’s main website.</li> </ol> <p>Copies of materials to be used to promote the use of the Online Comprehensive Mapping System Website. (insert)</p> <ol style="list-style-type: none"> <li>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.</li> <li>3. List of current and future intended initiative of the Online Comprehensive Mapping System Website</li> <li>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.</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are</p>	<p>\$10,000.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
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	required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
<b>Total Amount Not to Exceed \$40,000.00</b>			

- 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 [s. 215.971\(1\), 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. 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:
  - i. 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.



**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 -*

**Attachment 1-A – Invoice: Grantee’s Subcontractor(s) (Contractual Services)**

**INVOICE**

**GRANTEE’S NAME:** \_\_\_\_\_  
**FEIN:** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_  
**INVOICE DATE:** \_\_\_\_\_

**Agreement No.:** \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Amanda Iscrupe  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p><b>Dates of Service:</b> _____</p> <p><b>Deliverable _____ Completed:</b>                      [copy description of the deliverable from Scope of Work, Section 3]</p> <p><u>Category expenditures:</u></p> <p>Contractual Services</p>	<p>\$__</p>
<b>TOTAL</b>	<b>\$__</b>



**Attachment 1-B – Invoice: Grantee’s Employee(s)**

**INVOICE**

**GRANTEE’S NAME:** \_\_\_\_\_  
**FEIN:** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_  
**INVOICE DATE:** \_\_\_\_\_

**Agreement No.:** \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Amanda Iscrupe  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p><b>Dates of Service:</b> _____</p> <p><b>Deliverable _____ Completed:</b>                      [copy description of the deliverable from Scope of Work, Section 3]</p> <p><u>Category expenditures:</u></p> <p>Salaries \$ _____</p> <p>Fringe Benefits \$ _____</p> <p>Travel \$ _____</p> <p>Postage \$ _____</p> <p>[other direct costs: identify them] \$ _____</p>	
<b>TOTAL</b>	\$ _____

**Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)**

**INVOICE**

**GRANTEE’S NAME:** \_\_\_\_\_  
**FEIN:** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_  
**INVOICE DATE:** \_\_\_\_\_

**Agreement No.:** \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Amanda Iscrupe  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p><b>Dates of Service:</b> _____</p> <p><b>Deliverable _____ Completed:</b>                      [copy description of the deliverable from Scope of Work, Section 3]</p> <p><u>Category expenditures:</u></p> <p>Contractual Services</p> <p>Salaries</p> <p>Fringe Benefits</p> <p>Travel</p> <p>Postage</p> <p>[other direct costs: identify them]</p>	<p>\$__</p> <p>\$__</p> <p>\$__</p> <p>\$__</p> <p>\$__</p> <p>\$__</p> <p>\$__</p>
<b>TOTAL</b>	<b>\$__</b>

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
EXECUTIVE DIRECTOR

**GRANT AGREEMENT FINAL CLOSEOUT FORM**

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

**Section A: Financial Reconciliation**

1. Total Recipient Funds Received from DEO	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

**Section B: Statement of Recipient Income**

<ul style="list-style-type: none"> <li><input type="radio"/> There was no recipient income earned under this contract.</li> <li><input type="radio"/> The following recipient income was earned under this contract.</li> </ul>			
Description of Recipient Income			
Source	Amount	Expended	Balance
<b>Total Program Income</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Section C: Property Inventory Certification**

<ul style="list-style-type: none"> <li><input type="radio"/> No tangible property was purchased in the contract period.</li> <li><input type="radio"/> All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.</li> </ul>					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

**Section D: Recipient Certification**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

**Section E: DEO Internal Review and Approval**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
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.

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.
3. 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 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.**

1. 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 directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto: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 (<https://flauditor.gov/>) 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 directly to:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto: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 Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, 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 the Department of Economic Opportunity (DEO)?  
 Yes  No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of 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 awards combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative



Agreement #P0402

**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:

<b>Deliverables and Tasks</b>	<b>Minimum Level of Service</b>	<b>Payment Amount Not to Exceed</b>	<b>Financial Consequences</b>
<p><b>Deliverable 1.</b></p> <p>Procurement of GIS Design Consultant and Project Coordination Meeting for Staff; Subcontract or Notice.</p> <p>Grantee shall hold a project Coordination Meeting for Staff, to be facilitated by a GIS Design Consultant and shall provide a copy of the subcontract, amendment to a subcontract, or notice</p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of the GIS design consultants subcontract or amendment to the subcontract entered into by the Grantee.</li> <li>2. Copy of Agenda for the Coordination Meeting.</li> <li>3. List of City Departments participating in the Coordination Meeting</li> <li>4. Copy of data report.</li> </ol>	\$15,000.00	As provided in Section 12 of this Scope of Work, below.

<p>to DEO in accordance with Section 3.A. of this Scope of Work.</p> <p>Deliverable due date: <b>February 26, 2021</b></p>	<p>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.</p>		
<p><b>Deliverable 2.</b> Online Comprehensive Mapping System Website Development; Subcontracts or Notice</p> <p>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.</p> <p>Deliverable due date: <b>April 30, 2021</b></p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. A link to the Online Comprehensive Mapping System Website</li> <li>2. Copies of feedback received</li> <li>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.</li> </ol> <p>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.</p>	\$15,000.00	As provided in Section 12 of this Scope of Work, below.
<p><b>Deliverable 3.</b> Final Online Comprehensive Mapping System Website; Subcontract or Notice</p> <p>Grantee shall finalize the Online Comprehensive Mapping System</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Link to the Final Online Comprehensive Mapping System Website from the City's main website.</li> </ol>	\$10,000.00	As provided in Section 12 of this Scope of Work, below.

<p>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.</p> <p>Deliverable due date: <b>June 15, 2021</b></p>	<p>Copies of materials to be used to promote the use of the Online Comprehensive Mapping System Website. (insert)</p> <ol style="list-style-type: none"> <li>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.</li> <li>3. List of current and future intended initiative of the Online Comprehensive Mapping System Website</li> <li>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.</li> </ol> <p>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.</p>		
<p><b>Total amount not to exceed \$40,000.00</b></p>			

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.

***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.


**DEPARTMENT OF ECONOMIC OPPORTUNIT**

By DocuSigned by:  
Mario Rubio  
12519C5F89AE472...  
Signature  
Mario Rubio

Title Director of Community Development

Date 1/15/2021

**CITY OF GREEN COVE SPRINGS**

By   
Signature  
Van Royal

Title Mayor

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**

By: DocuSigned by:  
Jon Morris  
BC6E75D93B4C48D...

Approved Date: 1/15/2021



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** June 15, 2021  
**FROM:** Mike Null, Assistant City Manager  
**SUBJECT:** First reading and approval as to form only or Ordinance O-14-2021 modifying Chapter 66, Solid Waste, of the City Code of Ordinances. *Mike Null*

### BACKGROUND

Our current City Code regulating franchises for solid waste and construction & demolition (C&D) haulers requires \$1,000,000 in automobile liability coverage in addition to \$1,000,000 in general liability insurance coverage. This amount of automobile coverage is very onerous on the smaller haulers, especially for C&D. Clay County and St. Johns County both require \$300,000 in automobile liability coverage for the C&D haulers.

We received a request from one of our new haulers to consider reducing the amount of automobile liability coverage that we require. In his case, he only has two trucks, one of which was recently purchased. This excess coverage changes his automobile insurance coverage for the one truck from \$12,000 per year to \$20,000 per year.

Staff presented this item for discussion and direction at the June 1, 2021 City Council Meeting. As directed by Council, O-13-2021 is presented this evening for Council approval to include:

- This change in insurance coverage requirements
- A requirement for all customers to bag loose leaves and grass clippings
- And to require all residential and non-residential customers to take solid waste service either from the City or a franchise hauler.

### FISCAL IMPACT

N/A

### RECOMMENDATION

Approve Ordinance O-14-2021 as to form only and set July 6, 2021 at 7:00 P.M. as the Second and Final Public Hearing.

## ORDINANCE NO. O-14-2021

**AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AMENDING CITY CODE CHAPTER 66 ENTITLED SOLID WASTE TO CLARIFY THE REUIREMENTS THAT ALL CITY RESIDENTIAL SERVICE CUSTOMERS AND CITY COMMERCIAL ESTABLISHMENTS SHALL BE REQUIRED TO HAVE EITHER CONTAINERIZED OR NONCONTAINERIZED SOLID WASTE COLLECTION SERVICE; AMENDING CITY CODE SECTION 66-11(d) (1)f. TO REDUCE THE REQUIRED COMPREHENSIVE AUTOMOBILE INSURANCE FROM \$1,000,000.00 TO \$300,000.00 FOR CONSTRUCTION AND DEMOLITION (C&D) SERVICE WITHIN THE CITY; AMENDING CITY CODE SECTION 66-8. "DISPOSAL OF YARD WASTE; PERMITS TO BURN TRASH, ETC." TO ADD SUBSECTION (c) REQUIRING ALL LEAVES AND GRASS CLIPPINGS TO BE BAGGED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds that reducing the insurance limits for C & D Service franchisees is reasonable and may lead to more competition among such franchisees within the City; and

**WHEREAS**, the City Council desires to clarify and restate the policy that all residences and commercial establishments within the City shall be required to dispose of their garbage by containerized commercial service or a noncontainerized commercial service as defined in City Code Section 66-1 Definitions; and

**WHEREAS**, the City hereby clarifies and restates its policy to require that all leaves and grass clippings be bagged.

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

**SECTION 1. CODE AMENDED.** City Code Section 66- 11(d) (1)f. is hereby amended in its entirety to now read as follows:

Sec. 66-11. - Nonexclusive franchise system for construction and demolition (C&D) service.

(d). *Application requirements.*

(1) f.

The applicant shall maintain in full force and effect insurance as specified herein for all policies written in the applicant's name. A comprehensive general liability policy shall be maintained in an amount not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. This policy must also cover premises and/or operations, independent contractors,

products and/or completed operations. A comprehensive automobile policy shall be maintained in an amount not less than ~~\$1,000,000.00~~ \$300,000.00 per occurrence combined single limit for bodily injury and property damage. This policy must also cover owned vehicles, hired and non-owned vehicles. A worker's compensation policy shall be maintained in statutory limits in accordance with state law.

**SECTION 2.** There is hereby created a new subsection (c) to Section 66-2. "Container required" as follows:

Sec. 66-2. Container required.

(c)  
The City hereby ratifies and restates its policy that all residences and commercial establishments within the City shall be required to dispose of their garbage by a containerized or noncontainerized service as defined in this chapter and to pay for such services either to the City or its franchisee.

**SECTION 3.** Section 66-8 of the City Code is hereby amended to add a subsection (c) as follows:

Sec. 66-8. Disposal of yard waste, permits to burn trash, etc.

(c)  
All leaves and grass clippings shall be bagged before placement on the City right-of-way for disposal.

**SECTION 4. CONFLICTS.** If any portion of this Ordinance is in conflict with any other ordinance, then the provisions of this Ordinance shall govern.

**SECTION 5. SEVERABILITY.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** Upon its adoption by the City Council, this ordinance shall become effective immediately.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ON THIS 15TH DAY OF JUNE, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward R. Gaw, Mayor

ATTEST:

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

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, THIS 6TH DAY OF JULY, 2021.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Edward R. Gaw, Mayor

ATTEST:

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

APPROVED AS TO FORM ONLY:

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





# City of Green Cove Springs

(904) 297-7500  
Florida Relay – Dial 7-1-1

321 Walnut Street

Green Cove Springs, FL 32043  
[www.greencovesprings.com](http://www.greencovesprings.com)

## MEMORANDUM

To: Steve Kennedy, City Manager  
From: Development Services Department  
Date: June 3, 2021  
Subject: Monthly Planning, Code Enforcement and Building Report for May, 2021

### **PLANNING**

In May, Value Bins LLC submitted for a business tax receipt for 1433 S Orange Ave, Cove Nutrition opened at 810 N Orange Ave Ste 1, and Seariders Brokerage Corp opened at 439 North St Ste A. Johnny Copper applied for their upcoming relocation – they will be consolidating their two current spaces (one on Walnut St and one on Ferris St) into one space within the Dollar Tree Plaza. Total Business Tax Revenue for May was \$100.

During the month of May, Staff worked on:

- Future Land Use & Rezoning for 3 West Street, Habitat for Humanity's proposed office space
- Annexation and Future Land Use applications for the Gustafson property, 016515-000-00
- Building comprehensive online mapping system with consultant, including a Damage Assessment application as well as a 3D Map of the city with approximately 10 buildings rendered fully with images
- Comprehensive Plan 2045, data gathering

Revenues for Planning related fees for May were \$2,564.40.

### **CODE ENFORCEMENT**

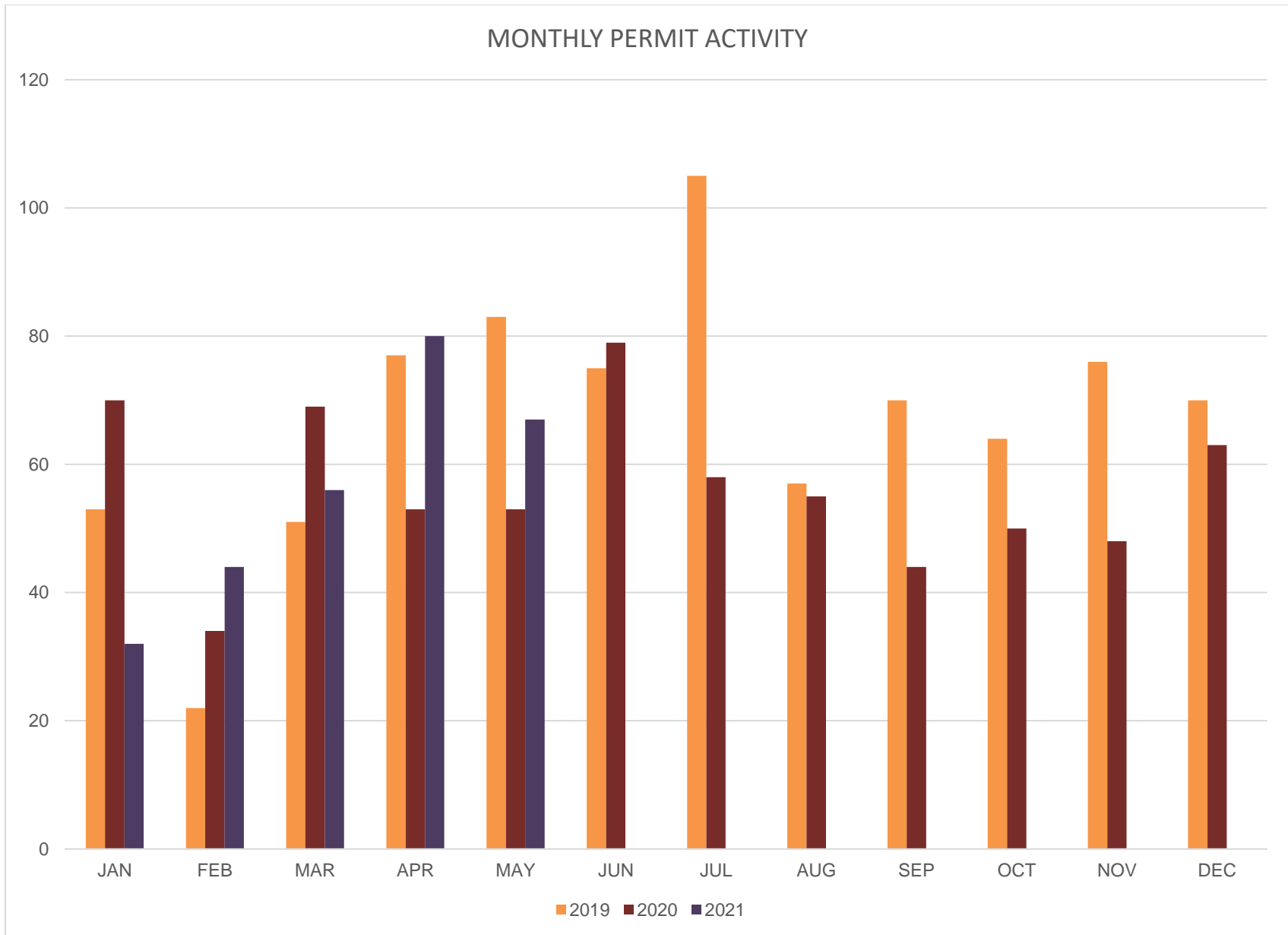
In April, there were 3 new Code Enforcement complaints filed. Voluntary compliance was achieved for 3 cases resulting in case closure. The City received \$1,030 in Code Enforcement fines for Special Magistrate orders previously issued. For Fiscal Year 2020-2021, Code Enforcement has collected \$6,250 Code Enforcement fines.

### **BUILDING**

Building permit activity decreased from April to May. The total number of building permits issued in May was 67 compared to 80 in April. Permit activity for May 2021 increased by 26% from May 2020.

Revenues for Building related fees for May were \$38,195.01.

<b>2021 PERMIT SUMMARY</b>	
<b>NEW HOUSES</b>	<b>May</b>
<b>MAGNOLIA POINT:</b>	0
<b>MAGNOLIA WEST:</b>	0
<b>CORE CITY:</b>	3
<b>CONDOS:</b>	0
<b>COMMERCIAL ACTIVITY</b>	<b>May</b>
<b>BUILDING (NEW)</b>	0
<b>OTHER PERMIT ACTIVITY</b>	<b>May</b>
<b>ADDITION - COMMERCIAL</b>	0
<b>ADDITION - RESIDENTIAL</b>	5
<b>REMODEL - COMMERCIAL</b>	0
<b>REMODEL - RESIDENTIAL</b>	0
<b>SCREEN ROOMS:</b>	0
<b>SHIP PROGRAM:</b>	0
<b>SIGNS:</b>	1
<b>POOLS:</b>	2
<b>RE-ROOFING:</b>	16
<b>GARAGE/SHED:</b>	0
<b>OTHER PERMITS:</b>	40
<b>TOTAL PERMITS ISSUED</b>	<b>67</b>

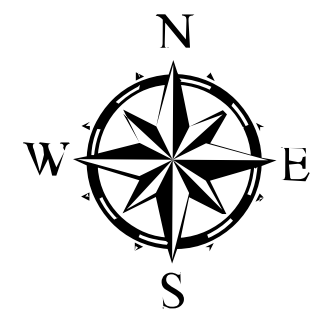
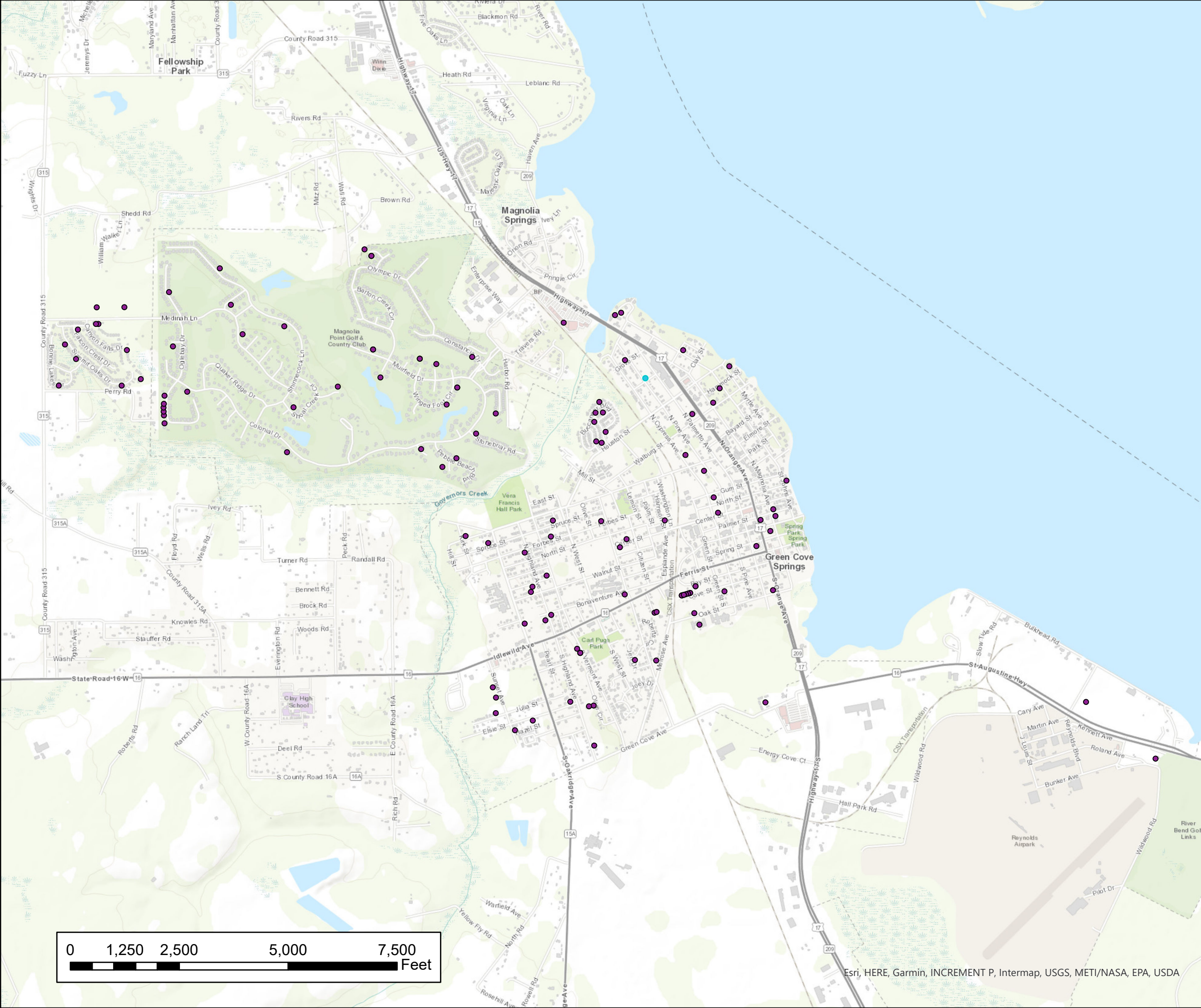






# May 2021 Active Building Permits

● Building Permits







# 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 May 2021:

Total # Calls for Service: **810**  
Total # Arrests: **32**  
Total # Traffic Stops: **412** Total # Citations: **146** % Citations to stops: **35%**  
Total # Building and business security checks: **1359**  
Total # Police Related Services: **3355**  
Response Times: Priority 1: **4M21sec** Priority 2: **0m46sec** Priority 3: **4M34sec**  
Dispatch Phone Communication: 911 calls: **299** Non-Emergency calls: **441** Walk-In: **23**

**Marine Enforcement:** Marine enforcement was conducted on the following dates.  
5/23/21: Hines. Patrol  
5/29/21: Hines. Patrol  
5/31/21: Hines/Page Riverfest

**Red Light Camera Program:**

Video Review:  
Ofc. Gann reviewed 1262 violations, approved 1157 and rejected 105.  
Sgt. Luedtke reviewed 52 violations, approved 45 and rejected 7.

Total violations reviewed for the month: **1314** Approval Rating: **91.48%**  
Total hours reviewing video: **14.6**

**Traffic complaints received/completed:**

		# Officers	# Times	# Traffic	# Traffic	Complete
Location	Issue	Assigned	Addressed	Stops	Citations	Y/N
Beth Dr/S. Oakridge	Speeding	7	25	21	6	Y
CARE Operation ( May 5)	Crash Awareness/Reduction	13	29	29	7	Y
CARE Operation ( May 24-31)	Crash Awareness/Reduction	11	129	129	39	Y

**\*\* When evaluating traffic complaints, low numbers of stops/citations are a good indication that the issue may not be as prevalent as the citizen believes.**

**Individual Officer Initiative:****Sergeant Luedtke:****Traffic Enforcement:**

**T-Stops: 27      # Citations: 6      # Warnings: 5      Parking Enf: 0      Accident Rep: 2**  
**Calls for Service: 102      Property/Business Checks: 70**

**Arrests: 8**

2021000864 Strangulation  
 2021000855 Improper Exhibition of Firearm/Weapon  
 2021000851 VOP  
 2021000825 Possession of Meth  
 2021000798 VOP  
 2021000796 VOP  
 2021000749 Possession Of Marijuana greater than 20  
 202100682 Grand Theft Auto

**Problem Oriented Policing:**

- 504 North St: numerous vehicles on private property with no tag displayed. Notified code officer
- During property check of city owned property, found an expired/discharged fire extinguisher, notified public works to replace
- Participated in CARE Operation May 24-31

**Community Involvement:**

- Incident Commander for Riverfest
- Met with Congresswomen Cammack at the police department
- Participated in police week and met with community members who were dropping off donations

**Other Significant Accomplishments:**

- Assisted in UCR
- Maintain the Sex Offender update
- I monitor the boat slip pay and ensure there are envelopes for payment
- Reviewed red light cameras
- Conducted FTO with Ofc. Schauman

**Officer Ruoss:****Traffic Enforcement:**

**T-Stops:      # Citations:      # Warnings:      Parking Enf:      Accident Rep:**  
**Calls for Service:      Property/Business Checks:**

**Arrests:****Problem Oriented Policing:****Community Involvement:****Other Significant Accomplishments:**

- Ofc. Ruoss resigned in lieu of termination on May 19<sup>th</sup>.

**Officer: Camp****Traffic Enforcement:**

**T-Stops: 27      # Citations: 17      # Warnings: 4      Parking Enf: 0      Accident Rep: 0**  
**Calls for Service: 80      Property/Business Checks: 74**

**Arrests: 1**

2021-000863 DUI .15 or higher

**Problem Oriented Policing:**

- Participated in CARE Operation May 24-31

- Identified issue with people passing stopped school bus on Idlewild Ave, conducting enforcement daily for remainder of school year

**Community Involvement:**

- Played with and comforted child at scene of hit and run. Gave him a badge and teddy bear, as well as showed him the police car

**Other Significant Accomplishments:**

- Ofc. Camp only worked 6 patrol shifts this month.*

**Sergeant Hess:**

**Traffic Enforcement:**

**T-Stops: 20      # Citations: 5      # Warnings: 2      Parking Enf: 0      Accident Rep: 0**

**Calls for Service: 73      Property/Business Checks: 200**

**Arrests: 1**

2021000918 Introduction of Contraband into Correction Facility

**Problem Oriented Policing:**

- Pole Lights not working on Spring Park Bridge. Problem report sent to Electric Department.
- Participated in CARE Operation May 24-31
- Participated in CARE Operation May 5

**Community Involvement:**

- Attended City Council Meeting for Police Week Proclamation.
- Worked food truck Friday and interacted with citizens attending the event.

**Other Significant Accomplishments:**

- I attended the LPR training at the PD
- I attended the awards committee meeting at the PD.

**Officer Morando:**

**Traffic Enforcement:**

**T-Stops: 70      # Citations: 37      # Warnings: 12      Parking Enf: 0      Accident Rep: 0**

**Calls for Service: 88      Property/Business Checks: 221**

**Arrests: 7**

2021000785 WARRANT

2021000788 DOMESTIC BATTERY

2021000817 PETIT -THEFT

2021000878 DOMESTIC BATTERY

2021000887 POSS. CONTROLLED SUB W/O PRESCRIPTION

2021000916 PETIT- THEFT

**Problem Oriented Policing:**

- Participated in CARE Operation May 24-31
- Participated in CARE Operation May 5
- Middle pressure pad at Ferris/Orange inoperable, contacted FDOT

**Community Involvement:**

- Attended police week proclamation at City Hall
- I attended the awards committee meeting at the PD.

**Other Significant Accomplishments:**

**Officer:****Traffic Enforcement:**

**T-Stops: 0                    # Citations: 0                    # Warnings: 0                    Parking Enf: 0                    Accident Rep: 0**  
**Calls for Service: 0                    Property/Business Checks: 0**  
**Arrests: 0**

**Problem Oriented Policing:****Community Involvement:****Other Significant Accomplishments:**

- *This position unfilled*

**Sergeant Perry:****Traffic Enforcement:**

**T-Stops: 0                    # Citations: 0                    # Warnings: 0                    Parking Enf: 0                    Accident Rep: 0**  
**Calls for Service: 0                    Property/Business Checks: 0**  
**Arrests: 0**

**Problem Oriented Policing:****Community Involvement:****Other Significant Accomplishments:**

- *Sgt. Perry is on extended work-related medical leave*

**Officer Henderson:****Traffic Enforcement:**

**T-Stops: 38                    # Citations: 6                    # Warnings: 10                    Parking Enf: 0                    Accident Rep: 1**  
**Calls for Service: 50                    Property/Business Checks: 269**  
**Arrests: 2**

2021000868 Warrant (Driving While License Suspended/Revoked)

2021000930 Warrant (Violation of Probation x 2)

**Problem Oriented Policing:**

- Vermont/MLK: streetlight out, problem report completed
- 1149 Idlewild: Gate issue, problem reported to code enforcement
- Participated in CARE Operation May 24-31

**Community Involvement:**

- Conducted a ride-a-long with a Clay County ASA
- Met with juveniles at Vera Francis Hall Park and conducted mentoring session with them

**Other Significant Accomplishments:****Officer Newton:****Traffic Enforcement:**

**T-Stops: 64                    # Citations: 21                    # Warnings: 0                    Parking Enf: 0                    Accident Rep: 3**  
**Calls for Service: 82                    Property/Business Checks: 88**  
**Arrests: 62021-000727                    Battery- Domestic**

2021-000729 Grand Theft Auto

2021-000755 Trespass

2021-000826 Battery- Domestic

2021-000927 Trespass

2021-000940 Violation of Probation

**Problem Oriented Policing:**

- Participated in CARE Operation May 24-31

**Community Involvement:**

- Passed out agency junior badges to a girl at Woody's BBQ as well as at Clay Theater to a mom wanting one for her son



**Other Significant Accomplishments:**

- *Ofc. Newton is acting Supervisor for blue night squad*

Item #22.

**Sergeant Graham:**

**Traffic Enforcement:**

**T-Stops: 29 # Citations: 18 # Warnings: 5 Parking Enf: 0 Accident Rep: 2**

**Calls for Service: 128 Property/Business Checks: 107**

**Arrests: 5**

- 2021000671 Retail Theft
- 2021000783 Possession of Marijuana
- 2021000884 Possession of Marijuana
- 2021000904 Grand Theft
- 2021000914 Violation of Injunction

**Problem Oriented Policing:**

- Large pothole forming on Cooks Lane. Problem report sent to public works
- Participated in CARE Operation May 24-31
- Participated in CARE Operation May 5

**Community Involvement:**

- I attended FTF and handed out junior badges to attending children

**Other Significant Accomplishments:**

**Officer:**

**Traffic Enforcement:**

**T-Stops: 0 # Citations: 0 # Warnings: 0 Parking Enf: 0 Accident Rep: 0**

**Calls for Service: 0 Property/Business Checks: 0**

**Arrests: 0**

**Problem Oriented Policing:**

**Community Involvement:**

**Other Significant Accomplishments:**

- *This position unfilled*

**Officer:**

**Traffic Enforcement:**

**T-Stops: 0 # Citations: 0 # Warnings: 0 Parking Enf: 0 Accident Rep: 0**

**Calls for Service: 0 Property/Business Checks: 0**

**Arrests: 0**

**Problem Oriented Policing:**

**Community Involvement:**

**Other Significant Accomplishments:**

- *This position unfilled*

**Officer Babcock and K-9 Grit:****Traffic Enforcement:**

**# Traffic Stops: 28      # Citations: 6      # Warnings: 10      Parking Enf: 0      Accidents: 3**  
**Calls for Service: 56      Property/Business Checks: 91**  
**Arrests: 0**

**K-9 Activities:**

**# Shifts Training: 14      Total Time Spent Training: 47 hrs**

**# of Apprehensions: 0**

**Mutual Aid Calls: 4**

CCSO Highway 17 S/Little Ruth Rd

CCSO S Oakridge Av/Lucas Av

CCSO N Palmetto Av/Grove St

CCSO 800 N Orange Av

**# of K-9 Searches: 8      # Finds: 7      # No Finds: 1**

**Narcotics Detection Log:**

2021-000881 Meth

**K-9 Demonstrations: 2**

- CCSO NET program
- CCSO NET program

**P.O.P. Project:**

- Worked couple of patrol shifts

**Community Involvement:**

- Attended Food Truck Friday

**Other Significant Accomplishments:**

- Ofc. Babcock and Grit certified for narcotics through NPCA and can now conduct narcotic searches

**Part Time Officers:****Officer Gann:**

*(Responsible for Red Light Camera Program)*

**# Hrs Worked: 121.5**

**Arrests: 1**

2021000912 Burglary Occupied Dwelling

**Other Significant Accomplishments:**

- Reviewed RLC video and issued citations
- Worked two patrol shifts

**Officer Reese:**

**# Hours Worked: 57**

**Traffic Enforcement:**

**# Traffic Stops: 8      # Citations: 0      # Warnings: 0      Parking Enf: 0      Accidents: 2**  
**Calls for Service: 29      Property/Business Checks: 25**

**Arrests: 0**

**Community Involvement/ POP:****Other Significant Accomplishments:**

**Officer Hickman:**

# Hours Worked: 6

Traffic Enforcement:

# Traffic Stops: 37

# Citations: 11

# Warnings: 8

Parking Enf: 0

Accidents: 0

Calls for Service: 30

Property/Business Checks: 30

Arrests: 1

Community Involvement/ POP:

Other Significant Accomplishments:

*Ofc. Hickman completed field training in May***School Resource Officers:****Officer: Lee (Junior High School)****Incidents at School:**

- 2021000751 Several students brought alcohol to school. One of the students became intoxicated and the parent took them home.
- 2021000862 Student attacked another student and was arrested for battery.

**Cases Worked:**

- 2021000751 Information
- 2021000862 Assault-*resulted in arrest*

**Safety Issues/Intelligence:****Other Significant Accomplishments:****Officer Rulon: (Charles E Bennet Elementary)****Incidents at School:**

- 2021-000906 Alleged incident claiming a teacher pushed a student. The incident was unfounded
- 911 hang up at the school. Accidental by a teacher
- Assisted DCF with an investigation
- Two medical calls at the school clinic. Nothing life threatening.
- Assisted CCSO and DCF with interview two students and removing them from the parents.

**Cases Worked:**

- 2021-000906

**Safety Issues/Intelligence:**

- Confidential tip from CCSO that there was a suspicious smell coming from the woods behind the school. Nothing suspicious was located.

**Other Significant Accomplishments:**

---

**Officers in Field Training:**

Full Time Officer Schauman

# **SIGNIFICANT OFFICER ACTIVITY D.E.A. TASK FORCE**

Item #22.

## **Detective: Carpenter**

### **Green Cove Narcotics Cases: 3**

- 2019002237 – Ongoing Methamphetamine investigation.
- DEA/GCSPD – Methamphetamine DTO investigation
- GCSPD 2021-000414 S/D Meth (Arrest)

### **DEA Cases: 2**

- GCSPD/DEA – Ongoing Methamphetamine investigation.
- DEA/GCSPD – Methamphetamine DTO investigation

### **Narcotic Investigations/Cases Outside of City/County: 3**

- DEA/GCSPD – Heroin/Fentanyl investigation
- DEA – Methamphetamine DTO investigation
- DEA – Fentanyl, Heroin, Methamphetamine

### **Seizures:**

\$7,000 cash

2 Kg Methamphetamine

105 lbs Marijuana

### **Significant events:**

0 trash pull

25+ hours surveillance

2 jail interviews

0 confidential informant cultivated

1 JIA Interdiction

3 search warrants completed

## **SIGNIFICANT DETECTIVE ACTIVITY**

### **Detective Patterson:**

**# of Open Cases: 9**

**# of Cases Cleared by Arrest: 1**

**Total # Cleared Cases for Month: 1**

### **Significant Case Developments:**

2021-000295 Working with Oklahoma and private attorney to resolve case.

2020-002360 Murder case. Conducted another interview. SAO reviewing the interview

2021-000440 Felony Elderly Abuse, working with DCF and SAO on the case

### **Background Investigations:**

2 Officer Completed

0 Officer in Progress

0 Dispatcher Completed

1 Dispatcher in Progress

### **Significant Accomplishments:**

- *Assisted patrol with numerous calls for service*

**Detective Vineyard:**

**# of Open Cases: 7**

**# of Cases Cleared by Arrest: 0**

**Total # Cleared Cases for Month: 1**

**Significant Case Developments:**

2021-000076 (new) Lewd/current invs

2020000490 Waiting to be inactivated

2020000783 Supplement

2021000242 3 warrants issued/1 arrest

**Significant Accomplishments:**

- Participated in Honor Guard ceremony for fallen retired Chief at Elks Lodge
- Conducted Honor Guard training 5 times in May
- Led Honor Guard ceremony at Riverfest
- *Assisted patrol division with numerous calls for service*

**Significant Evidence Custodian Activity**

**Evidence Technician Barton**

- Barcoded Items: Items
- Destroyed Items: Items
- To FDLE: Items
- Return from FDLE: Items
- Assisted SAO: cases
- Returned to Owners: cases



## ELECTRIC DEPARTMENT

### Significant activities for the month of May 2021

- 13 Streetlights repaired
- 13 Permanent meter installed
- 1 Temporary meters installed
- 1 Poles installed
- 4 Voltage check
- 3 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.
- 208 N Orange Ave., removed services for demolition.
- 625 Myrtle Ave., removed tree that felt on pole.
- 3465 Olympic Dr., replaced pad-mount transformer that was licking oil.
- 510 N Cypress Ave., disconnected power for repairs to be completed, and reconnected service.
- 1456 Russell Rd., removed services for demolition and overhead line.
- 203 Citizens St., power line down, house knob broke off house installed new one.
- 3672 Oglebay Dr., replaced secondary hand-hole.
- Spring Park, hang The American Flag.
- 4255 Hwy 17., fixed flagpole.
- 1706 Colonial Dr., removed service and cut meter seal for bees' removal.
- City Hall, supervise water department on digging near electric pipe.
- 1000 Pinewood Ct., change out transformer on building 200-300.
- 402 N Pine Ave., installed u-guard to protect wire.
- 385 Roberts St., disconnected power for repairs to meter can.

**During the month of May, the Electric Department responded to the following outages:**

05/05/2021 – Between 2:34 p.m. – 3:12 p.m., 1017 Forbes St., removed tree from power line, 100 customers affected.

05/06/2021 – Between 9:40 a.m. – 10:00 a.m., 1224 Travers Rd., blown transformer fuse by lightning, 4 customers affected.

05/06/2021 – Between 10:00 a.m. – 5:30 p.m., 1924 Colonial Dr., bad transformer, 100 customers affected.

05/09/2021 – Between 4:30 p.m. – 6:10 p.m., 385 Robert St., bad connections at hand-hole, 2 customers affected.

05/16/2021 – Between 7:00 p.m. – 7:45 a.m., 100 Joey Circle, Apt 402, breaker tripped by kids playing, sealed meters, 1 customer affected.

05/16/2021 – Between 8:04 a.m. – 9:14 a.m., 105 St Johns Ave., blown lateral fuse, 7 customers affected.

05/23/2021 – Between 11:00 a.m. – 1:30 p.m., 111 N Citizens St., blown fuse , 14 customers affected.

05/26/2021 – Between 6:20 p.m. – 7:50 p.m., 927 Walburg St., primary wire down splice burnt up, 10 customers affected.

## Electric Utility Top Consumption Customers (kwh/meter) for May:

<b>NAME</b>	<b>SERVICE ADDRESS</b>	<b>KWH</b>	<b>AMOUNT</b>
Clay County Jail	901 N. Orange Ave.	319,680	\$30,568.08
BD Of County Commissioner	825 N. Orange Ave.	225,600	\$21,808.60
St. Johns Landing	1408 N. Orange Ave.	220,980	\$23,915.84
Kindred Health	801 Oak St.	187,400	\$18,068.40
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	169,000	\$16,799.00
National Gypsum Company	1767 Wildwood Rd	151,680	\$14,484.88
Tamko Roofing Products	914 Hall Park Rd.	116,320	\$12,219.12
BD Of Public Instruction	2025 State Road 16	115,200	\$12,815.20
Governors Creek #436	803 Oak St.	84,000	\$ 8,724.00
Clay County Driver's License	477 Houston St.	76,960	\$ 8,119.76
Clay County Court House	825 N. Orange Ave.	73,920	\$ 7,832.72
Duval Asphalt Products, Inc.	1921 Jersey Ave	67,200	\$ 9,981.20
City of Green Cove Springs	1277 Harbor Road	66,400	\$ 6,285.20
City of Green Cove Springs	Set Street Lights	66,392	\$ 7,381.51
VAC-CON	954 Hall Park Rd.	63,520	\$ 6,507.52
Coral Ridge Foods	1165 N Orange Ave.	56,960	\$ 5,731.36
Pegasus Technologies	932 Pilot Dr.	53,760	\$ 5,659.16
BD Of Public Instruction	1 N Oakridge Ave	50,640	\$ 6,334.64
BD Of Public Instruction	801 Center St.	50,400	\$ 5,478.80
Direct TV/AT&T Services Inc.	512 Center St.	46,720	\$ 4,609.52
City of Green Cove Springs	925 S R 16 East South Wwtp	44,480	\$ 4,482.48
BD Of Public Instruction	Clay High School	44,400	\$ 5,278.40
Ammcon Corp.	1503 County Road 315 Ste 201	43,500	\$ 4,848.50
Clay Port Inc.	972 Bulkhead Rd (meter B)	43,480	\$ 4,986.28



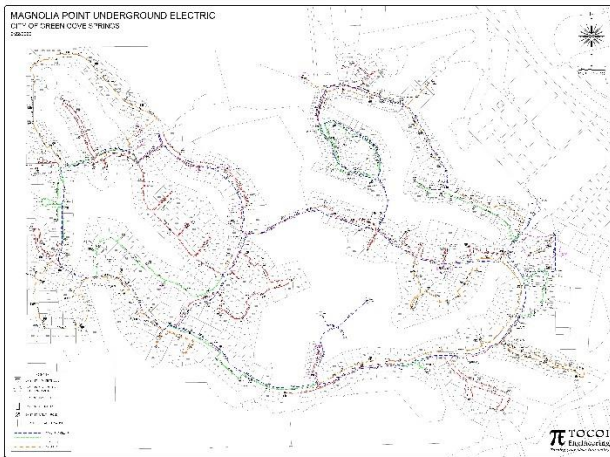
## Electric Utility Department Capital Projects:

### Pole top switch replacement

This project began 09-18-2019 with the installation of switches at Governors Creek for restoration plan if isolation of north feeder across Governors Creek Bridge during extreme emergencies. Project is now in the inspection and evaluation process involving Chapman 2 extension to Harbor Rd and load transfer of Chapman 1 to Chapman 2.

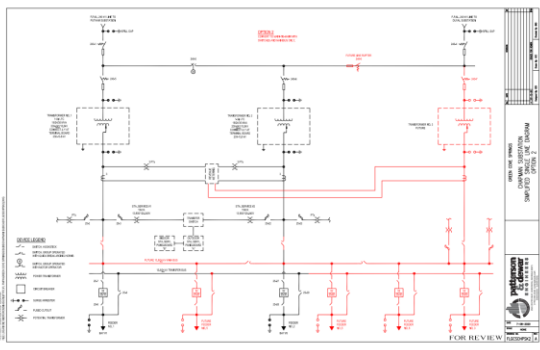
### Magnolia Point Reconductor

This project has been reviewed by our new Electric Director and a local contractor and revised. The project will now focus on a brand new 3-phase backbone “ring” through the development with two feeds. This ring will be constructed as phase 1 utilizing a standing contract to bore in new 6” conduit for the entire ring and utilizing a contractor to pull in the new conductor and tie into the existing side feeds along the way. The re-design is now being completed by our engineer. Conduit and conductor for phase I has been ordered. Work is expected to start in July 2021 with completion by Summer 2022.



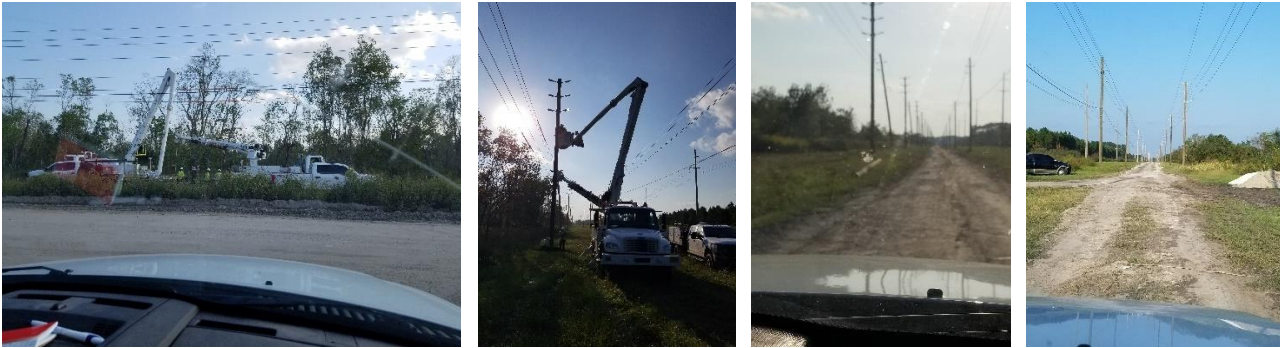
### Chapman Substation upgrade

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 June 11, 2021. The project should be complete in August 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. **PROJECT IS NOW COMPLETE.**

## Houston St. re-conductor

Planning for the reconductoring of Chapman 2 with 477 AAC from Martin Luther King Blvd. to Palmetto Ave. has begun. This will support a second circuit extending north of Governors Creek for restoration involving Magnolia Point, provide an alternate tie between Chapman 1 and Chapman 2 (was not possible before due to conductor size) and support AMMCON, PASS and other future expansion north of Governors Creek. Materials for this project are being funded by a DEO Grant. **PROJECT IS NOW COMPLETE.**

## 13kv to 23kv Conversion – US17 from Harbor Road to CR 315

Planning for this project has begun. This project will continue the Chapman 1 and Chapman 2 circuits north of Harbor Road to provide capacity and reliability for existing and future customers north of Governors Creek. Materials for this project are being funded by a DEO Grant.

## Governors Creek Hardening Project

This project will allow the overhead conductor crossing Governors Creek to be placed underground from Grove Street to Harbor Road. This project has been split into two phases: (1) design and permitting and (2) construction. It is being 75% funded by a FEMA HMGP grant. Phase 1 is complete. The project is now being evaluated by FDEM and FEMA funding for the construction phase. Once funding is in place and a contract is executed, bidding and construction should take approximately 9 months. This project will also support to extension of Chapman 1 and Chapman 2 circuits north of Governors Creek to provide additional capacity and reliability for all customers north of Governors Creek.



# Public Works Monthly Executive Summary May 2021



## **Street Department**

During the month of May, 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 rights-of-way.
- Setup for Food Truck Friday May 14<sup>th</sup>.
- Preparation for the Annual Memorial Day Festival.
- 2 Silt fence inspections.
- 1 Dead critter removal.
- Classroom Renovation.

The Street Department completed 18 additional work orders that pertained to street issues.

## **Parks Department**

During the month of May, 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.
- Clean storm drains City Wide.
- Cleaned the pool 4 times.
- Prepared the Park for Food Truck Friday May 14<sup>th</sup>
- Pressure washed the City Pier, Spring Park sidewalks and all pavilions.
- Preparation for the Annual Memorial Day Festival

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 May, Danny, John and Donald completed 73 work orders.

## **Tradesworker**

During the month of May, 24 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 10 trash cans and 10 recycle bins to new customers.
- Delivered 5 blue recycle bins to current customers.
- Repaired 5 trash cans.
- Replaced 7 trash cans.
- Assisted Clay County with trash removal.

This month, the City collected:

- **306.16** tons of Class I garbage (11.79% decrease)
- **14.20** tons of recycling (28.6% decrease)
- **132.95** tons of yard waste (5.9% decrease)
- **Street Sweepings 0**

For comparison during May 2020, the City collected:

- **347.09** tons of Class I garbage
- **19.89** tons of recycling
- **141.32** tons of yard waste

## Water/Wastewater

- W/WW crews/management had personal interaction with several citizens regarding water/sewer issues.
- Contacted all customers on water and irrigation “Highest Users” report that had unusual consumption (not usually on report)
- Staff continues to refine the scope and financials of the consolidated AWWTP, expanded reclaimed water system, wastewater collection system improvements and water system capital improvements to obtain maximum grant potential, optimize loan conditions and minimize impact to customers.
- W/WW/RW Projects;
  - Design of the improvements to the city’s wastewater treatment system (all phases) is complete. In order to maximize grant opportunities, the initial construction phase was split into two pieces, for a total of four phases;
    - Phase I is construction of the on-site reclaimed water system (storage tanks, high service pumps, electrical) at the existing Harbor Road Facility, and rehabilitation of Master Lift Stations #2 and #4. This phase went out to bid in January in two parts – plant reclaimed water improvements & lift station #2 & #4. Construction was completed in June 2020. The total Phase I cost is \$6,120,600. Staff received \$4,063,425.00 in “Principal Forgiveness” (grant) from FDEP (SRF).
    - Phase II:
      - Construction of the new 1.25 million gallon per day (MGD) advanced wastewater treatment plant (AWWTP) at the Harbor Road site.

**Contractor Mobilized**

- Phase III:
      - A new force main from Lift Station #2 diverting the sewage from the South Plant to Harbor Road (all sewage generated in the City will be treated at the new Harbor Road AWWTP).
      - Decommissioning and “mothballing” of the South Wastewater Treatment Plant. The permit will remain in place and the plant could be re-commissioned at a later date depending on future activities at the Reynolds site.
    - Phase IV (future – determined by growth) is a second identical 1.25 MGD AWWTP built at the Harbor Road site.
    - Phase V (future – determined by growth) is a third identical 1.25 MGD AWWTP built at the Harbor Road site.
  - Sanitary Sewer Evaluation Survey (SSES) of the Core City wastewater collection system is **complete**, including Mittauer final report. Staff utilizes this data daily in evaluating collection system repairs and requests for sewer connections.
  - Continuing to work with FDOT on utility relocations associated with the First Coast Expressway.
  - Updated Water Rate Study **complete**.
- Staff and Mittauer have completed a full review of the future capital needs of the water system. A comprehensive capital improvement program (CIP) has been developed as part of the Water Master Plan. As in the past, the timing of many of these improvements is driven by future activities in Reynolds Industrial Park. The city has received an FDEP – SRF loan for Planning and Engineering of several of the CIP improvements so that as the need for the improvements occur, the City is ahead of the game and can apply very quickly to SRF for actual construction dollars as “shovel-ready” projects. The total design project cost is \$356,800.00, with a \$178,400.00 (50%) principal forgiveness (grant), leaving an actual loan of \$180,100.00.
- Reynolds Water System Improvements: In May 2020 the City awarded construction of the upgrades to the system to General Underground. The system improvements include;
  - New water mains along two primary streets to remedy fire hydrants that are inadequate.
  - New 12” water main crossing under SR 16 to replace aging mains that endanger the integrity of the road. This will eliminate four existing crossings.
  - New water main along Red Bay Road to eliminate existing aging and leaking pipes. In addition will remedy fire hydrants that are inadequate.
  - New water main and sewer force main extension from Reynolds Park to and across the MOBRO complex. This extension is designed to supply water, fire protection & sewer needs to MOBRO and future developments to the east.
    - **This project was completed in May of 2021.**
- The City has received grants from the State of Florida Hazard Mitigation Grant Program (HMGP) to install auxiliary generators at 17 sewage lift stations, and install generators / raise infrastructure at four additional stations. The grant funds 75% of the improvements. This project is underway.
- Continued remediation of malfunctioning or out-of-service hydrants.
- Operated and maintained the Harbor Rd. and South Wastewater Treatment Plants as well as the Harbor Rd. and Reynolds Water Treatment Plants to meet the requirements of Regulatory Agencies.
- Continued to make process control adjustments at the Harbor Rd. and South WWTP in efforts to further lower Total Nitrogen and Total Phosphorus levels being discharged to the St. Johns River.
- Continued landscape maintenance at Water and Wastewater Treatment Facilities as well as lift stations.

- Continued preventative maintenance on all treatment facility generators.
- Completed 6 new services.
- Completed 72 water related work orders.
- Completed 35 sewer related work orders.
- Responded to 118 utilities locate requests.

### TOP 10 WATER CUSTOMERS May 2021

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Sheriff's Department	1	Sheriff's Department
2	Garden Highway SE LLC	2	Garden Highway SE LLC
3	Kindred Health	3	Clay High
4	Clay High	4	Kindred Health
5	Governors Creek #436	5	Governors Creek #436
6	Clay Port INC	6	Clay County Court House
7	Clay County Court house	7	Green Cove Springs Junior High
8	Green Cove Springs Junior High	8	Clay Port INC
9	Springs Coin Laundry	9	Garden Highway SE LLC
10	Garden Highway SE LLC	10	Tamko Roofing Products

### TOP 10 IRRIGATION CUSTOMERS May 2021

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	City of Green Cove Springs	1	City of Green Cove Springs
2	Magnolia Point Investments	2	Magnolia Point Investments
3	Magnolia Point Association	3	Magnolia Point Association
4	National Gypsum Company	4	National Gypsum Company
5	Green Cove Springs Junior High	5	Green Cove Springs Junior High
6	Clay County Court House	6	Clay County Court House
7	Vallencourt Construction	7	Vallencourt Construction
8	Sheriff's Department	8	Dunkin Donuts
9	Dunkin Donuts	9	Vystar Credit Union
10	Vystar Credit Union	10	Adams Homes of Northwest

## TOP 10 SEWER CUSTOMERS May 2021

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	St Johns Landing	1	St. John's Landing
2	Sheriff's Department	2	Sheriff's Department
3	Garden Highway SE LLC	3	Garden Highway SE LLC
4	Kindred Health	4	Clay High
5	Clay High	5	Kindred Health
6	Governors Creek #436	6	Governors Creek #436
7	Clay Port INC	7	Clay County Court House
8	Clay County Court House	8	Green Cove Springs Junior High
9	Green Cove Springs Junior High	9	Clay Port INC
10	Springs Coin Laundry	10	Tamko Roofing Products

### Wastewater Plant Capacity Status

**South Plant: TMDL Capacity 0.350 MGD\***,

- Current Loading 0.284 MGD\*, 79% Capacity (April 2021 Annual Average)
- Current & Committed (.033) Loading 0.317 MGD\*, 88% Capacity
- Current, Committed & Requested (0) Loading 0.317 MGD\*, 88% Capacity

**Harbor Road: TMDL Capacity 0.650 MGD\***

- Current Loading 0.517 MGD\*, 79% Capacity (April 2021 Annual Average)
- Current & Committed (.092) Loading 0.609 MGD\*, 93% Capacity
- Current, Committed & Requested (0) Loading 0.604 MGD\*, 93% Capacity

\*MGD = Million Gallons per Day

Note: No Reynolds growth or loading projections included in above.