

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, JUNE 21, 2022 – 7:00 PM



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

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

AGENDA

Invocation & Pledge of Allegiance to the Flag - **Chaplain Joseph Williams, CCSO**

Roll Call

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

AWARDS & RECOGNITION

1. New Officer Swearing-In - **Chief Guzman**

Sean Hickman

Josef Van Hof

PRESENTATIONS

2. Introduction of the first inductees into the Green Cove Springs Police Department Wall of Honor. **Chief Guzman**

PUBLIC HEARINGS

3. Second and Final Reading of Ordinance O-14-2022, a Rezoning of parcel #017172-000-01 from R-2 to Planned Unit Development for .63 acres located on Roberts St, north of Green Cove Avenue. **Michael Daniels**

The applicant has requested that the application be deferred to allow the applicant to resubmit the PUD for review by staff and recommended action taken by the Planning and Zoning Commission

4. Second and Final Reading of Ordinance O-15-2022, a Rezoning of parcel #017172-000-00 from R-2 to Planned Unit Development for 2.11 acres located on Roberts St, north of Green Cove Avenue. **Michael Daniels**

The applicant has requested that the application be deferred to allow the applicant to resubmit the PUD for review by staff and recommended action taken by the Planning and Zoning Commission

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.

5. City Council approval of Mutual Aid Agreements between the Green Cove Springs Police Department and the Putnam County Sheriff's Office. *Chief Guzman*
6. City Council approval of, and authorization for the mayor to execute, Contract Modification #2, extending the agreement expiration date from April 30, 2022 to September 30, 2022, for Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-294-R, improvements to sewage Lift Station # 303. This project includes 75% grant funding from HMGP. *Scott Schultz*
7. City Council approval of the FACC 50th Anniversary Proclamation. *Erin West*
8. City Council approval to modify the Cured in Place Pipe (CIPP) lining project for Houston Street, approved on November 16, 2021, to Advanced Plumbing Technology (APT), increasing the amount from \$58,123.00 to \$76,078.00 (\$17,005.00). *Scott Schultz*
9. City Council approval to surplus the Information Technology items contained in Attachment "A". *Scott Schultz*
10. City Council approval of Minutes from 5/17/2022 Regular Session. *Erin West*

COUNCIL BUSINESS

11. City Council designation of Voting Delegate for the Annual Florida League of Cities Conference in Hollywood, Florida on August 11-13, 2022. *Erin West / Kim Thomas*
12. City Council approval of Resolution No. R-05-2022 and R-06-2022 and submission for consideration by the Resolutions Committee at the FLC Annual Conference in August. *Erin West / Kim Thomas*
13. City Manager & City Attorney Reports / Correspondence
14. City Council Reports / Correspondence

Adjournment

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

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

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

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

ADA NOTICE

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

PUBLIC PARTICIPATION:

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

EXPARTE COMMUNICATIONS

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



FLEET & ASSOCIATES
ARCHITECTS/PLANNERS, INC.

11557 Hidden Harbor Way Jacksonville FL 32223
(904) 666-7038 AA C001226

June 13, 2022

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

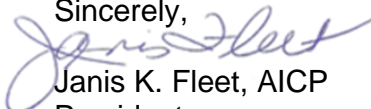
Re: Ordinance O-14-2022 and Ordinance O-15-2022
Roberts Street – North PUD and Roberts Street – South PUD

Dear Mike:

Please defer Council action on Ordinance O-14-2022 and Ordinance O-15-2022 to allow revisions to the PUD to be resubmitted and reviewed by City Staff and taken to the Planning and Zoning Commission for action.

If you have any questions, please contact me at 904-666-7038 or via email at jfleet@fleetarchitectsplaners.net.

Sincerely,


Janis K. Fleet, AICP
President



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** June 21, 2022
FROM: Michael Daniels, Planning and Zoning Director
SUBJECT: Request for rezoning of parcel 017172-000-01 consisting of .63 acres located on Roberts St, north of Green Cove Avenue from R-2 to Planned Unit Development.

PROPERTY DESCRIPTION

APPLICANT: Janis Fleet, Fleet and Associates **OWNER:** Wiggins Investments of NF Inc.
PROPERTY LOCATION: Roberts St, between Green Cove Avenue to the south and Melrose Avenue to the north
PARCEL NUMBER: 017172-000-01
FILE NUMBER: PUD-22-004
CURRENT ZONING: R-2
FUTURE LAND USE DESIGNATION: Neighborhood

SURROUNDING EXISTING LAND USE

NORTH: Single Family Residential (R-2) **SOUTH:** Single Family Residential (R-2)
 2)
EAST: Vacant (Industrial-City Owned) **WEST:** Single Family Residential (R-2)

BACKGROUND

The applicant Janis Fleet of Fleet & Associates Architects/Planners, Inc., (“Applicant”) submitted an application on behalf of Wiggins Investments of North Florida, Inc., (“Owner”) requesting to rezone the subject parcel from R-2 to Planned Unit Development (PUD). The property is undeveloped and sparsely wooded.

The intention of the proposed PUD application is to allow for 7 multi-family dwelling units to be constructed on .63 acres. The conceptual plan includes on-site retention, open space, and parking. The PUD written description does not require garages, and 17 parking spaces with no garages. The parking spaces would be located adjacent to Roberts Street.

The proposed density of the PUD is approximately 11 units per acre. The surrounding properties are developed or developable only as single-family residences, meaning at full development, all properties have a density of 4 units per acre. The one exception is four-unit residential unit at the corner of Green Cove Avenue and Roberts which sits on .52 acres which is a converted single-family home. The property to the east of the subject property is owned by the City which was purchased through a grant with the Florida Communities Grant to enhance environmental protection and resource based recreational activities. The city is restricted from developing the land for any other purpose.

The Future Land Use – Neighborhood – permits up to 12 units per acre. Per Comprehensive Plan Policy 1.1.2, the City's zoning map is intended to further implement and refine the densities permitted within each property. The R-2 Zoning District limits development to single family detached dwelling as a permitted use. Special Exceptions are allowed for 2 to 4 attached units based on lot size and width.

To further ensure sustainability of the building pattern, Policy 1.3.2 calls for the following principles to be considered:

- (1) increases in density and intensity must generally occur in a gradual fashion, avoiding abrupt transitions;
- (2) high density residential uses should generally be located in areas that have adequate vehicular access and proximity to service uses; and
- (3) spot zoning should be avoided. Spot zoning refers to changing the zoning designation of a small parcel of land for a designation totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners.

The application was denied on a 5-0 vote by the Planning and Zoning Commission on April 26, 2022 and the case was deferred by the applicant's request on May 17, 2022.



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

Additionally, the applicant has submitted the following rezoning requests:

Application #	Description
PUD-22-002	Roberts South PUD Rezoning Application



Environmental Conditions Analysis

Soils

- Sapelo Fine Sand which is a poorly drained soil

All new development shall be required to meet the stormwater management requirements of the St John’s Water Management District.

Wetlands

There are no wetlands on the property.

Flood Zones

This property is not located within a floodzone.

Wellfield Protection Zone

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

Historic Structures and Markers

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

PUBLIC FACILITIES IMPACT

Traffic Impacts

Land Use ¹ (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Multifamily Residential	7	6.65	47	.5	4	.62	4

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

Conclusion: The proposed development of 7 multifamily dwelling units would be a de-minimis impact on the roadway network.

Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	4,200,000
Less actual Potable Water Flows ¹	1,013,000
Residual Capacity ¹	3,187,000
Projected Potable Water Demand from Proposed Project ²	2,782
Residual Capacity after Proposed Project	3,814,218

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

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 7 dwelling units x 2.65 persons per du x 150 gal per person

Sanitary Sewer Impacts – South Plant WWTP

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	350,000
Current Loading ¹	270,000
Committed Loading ¹	330,000
Projected Potable Water Demand from Proposed Project ²	2,226
Residual Capacity after Proposed Project	-62,226

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

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 7 dwelling units x 2.65 persons per du x 120 gal per person

Conclusion: The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP is over capacity to handle the estimated impacts resulting from the proposed application. The committed loading is related to the Rookery Development which will be completed in two years prior to the commencement of this project and as a result, an additional Wastewater facility shall be constructed to serve the Rookery and thereby providing additional wastewater capacity. As a result, there is adequate capacity.

Solid Waste Impacts

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project ¹	148 lbs. / 27 tons

Solid Waste Facility Capacity² Minimum 3 Years Capacity

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (7 dwelling units x 2.65 persons per dwelling unit x 8 lbs. per day) x 365

Solid Waste Impacts

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

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

Public School Facilities Impact

Land Use	Units	Elem.		Middle		High	
		Rate ¹	Total	Rate ¹	Total	Rate ¹	Total
Proposed							
Multifamily Units	7	0.0314	1	0.0095	1	0.0197	1
Net Generation	-	-	1	-	1	-	1

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

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Policy 1.3.2. The City shall establish locational criteria in the LDC for future rezoning of sites to higher density and/or intensity districts. The following principles shall be considered:

- a. Compatibility means that different land uses can coexist in relative proximity to each other provided that a use is not impacted directly or indirectly by another use.
- b. Increases in density and intensity must generally occur in a gradual fashion, avoiding abrupt transitions.
- c. High density residential uses should generally be located in areas that have adequate vehicular access and proximity to service uses.
- d. Spot zoning should be avoided. Spot zoning refers to changing the zoning designation of a

small parcel of land for a designation totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners.

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

The proposed application is not consistent with these Comprehensive Plan policies set forth above. From both a density and design standpoint the proposed application is not compatible with the low-density residential character of the surrounding area.

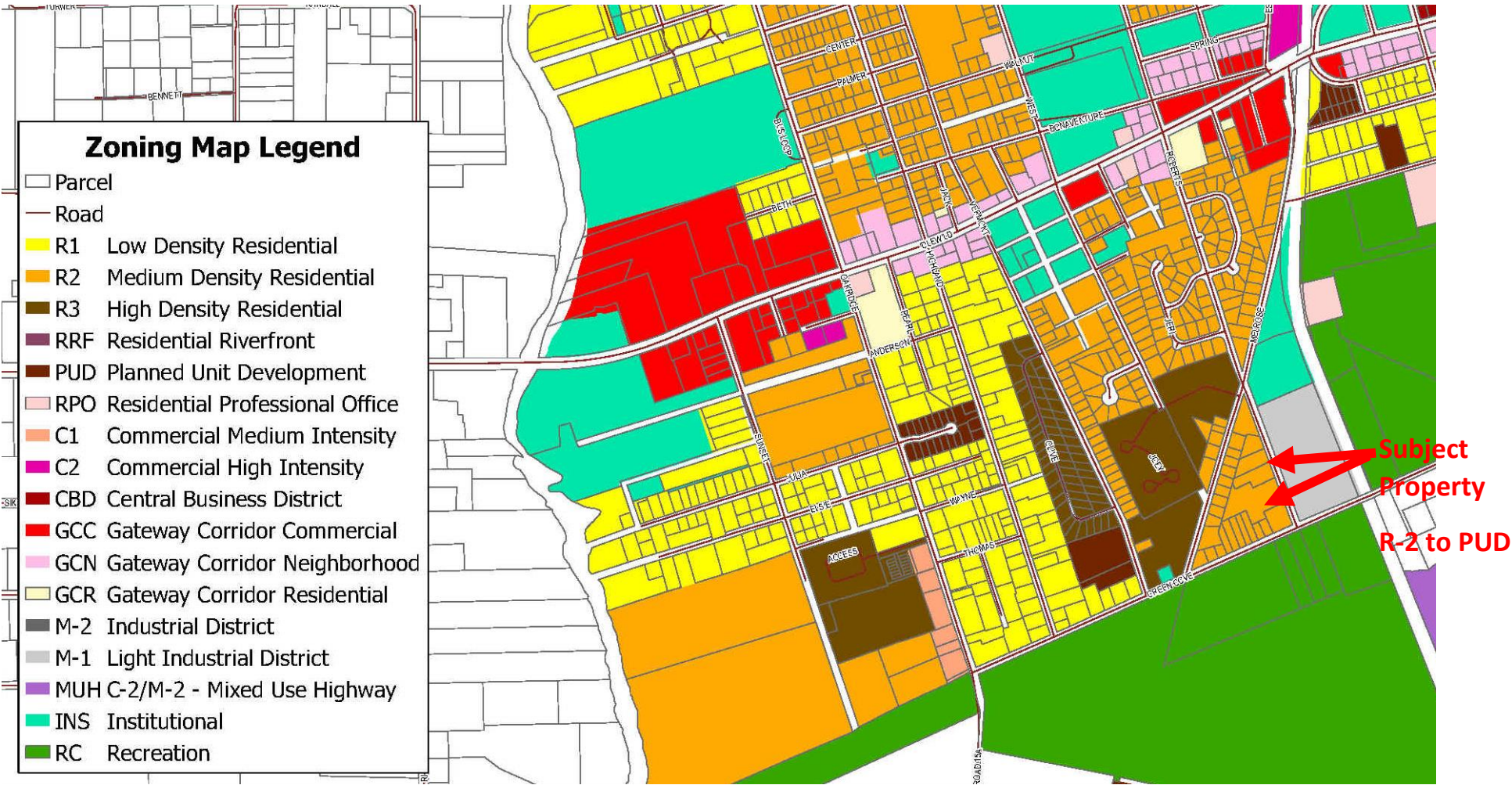
STAFF RECOMMENDATION

Staff is recommending denial of this request because the application is not in compliance with the Comprehensive Plan Future Land Use Element Policy 1.3.2 and Policy 1.3.4.

RECOMMENDED MOTION

Motion to deny ordinance O-14-2022, to amend the Zoning from R-2 to PUD for .63 acres of property located on Roberts Road north of Green Cove Avenue, parcel #-017172-000-01) based on the factual support that the proposed application is not in compliance with the Comprehensive Plan Future Land Use Policies 1.3.2 and 1.3.4.

ZONING



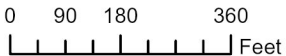
Zoning - Proposed

- Parcels
- ▬ Project Site
- Road



City Zoning

- R-1
- R-2
- R-3
- PUD
- M-1
- INS
- RC



PUD Written Description

ROBERT STREET PUD

I. PROJECT DESCRIPTION

Roberts Street PUD is a 2.74 acre development located on Roberts Street, north of Green Cove Avenue in the Roberts Roads/Melrose Avenue area of the City. The site includes 2 irregular shaped parcels with frontage on Roberts Street, almost connected at the west end of the properties. The parcels are vacant. The parcel is zoned R-2 and has a Future Land Use Map (FLUM) designation of Neighborhood, which allows for up to 12 dwelling units per acre. Without a PUD on the property, with the irregular shape of the property would limit its development potential. The PUD allows for flexibility in the housing types, with conventional apartments and townhomes.

The PUD will allow for the development of 32 dwelling units. Access to the property will be from two driveways from Roberts Street. The parcel will be maintained under common ownership with rental dwelling units.

The project will develop a vacant property into a residential development at a density consistent with the Neighborhood FLUM category. It will provide affordable housing with a variety of housing type options to residents of Green Cove Springs and will increase the property values in the area.

II. USES AND RESTRICTIONS

A. Permitted Uses

1. Multiple-family residential structures, including apartments, townhouses, cooperatives, and condominiums, without an attached garage, having no commercial businesses connected therewith.
2. Customary accessory buildings and structures provided they are in the rear yard and are not located in the setback area. The accessory buildings and structures shall not exceed 20 feet in height.
3. Temporary buildings used for construction purposes, for a period not exceeding the duration of the building permit.

B. Uses by Special Exception

1. Home Occupations

C. Restrictions on Uses

1. None

III. DESIGN GUIDELINES

A. Lot Requirements

1. Minimum lot area – 10,000 square feet
2. Minimum lot width – 100 feet
3. Maximum lot coverage of buildings – 35%
4. Minimum front yard - 20 feet
5. Minimum side yard - 10 feet
6. Minimum rear yard -10 feet
7. Maximum height of structures – 35 feet

B. Ingress, Egress and Circulation

1. Parking Requirements

- a. 2 spaces per dwelling unit
- b. No attached garages.

2. Vehicular Access

- a. A 24 ft. common paved drive of asphalt or concrete from Roberts Street

3. Pedestrian Access

- a. Existing sidewalk on Roberts Street
- b. Sidewalks provided on one side of the paved drive within the development.

C. Signs

1. No signs will be located on the property.

D. Landscaping, Tree Mitigation, and Buffers

1. Landscaping per Section 113-244 of the Land Development Regulations.

E. Recreation and Open Space

1. The lot will be sodded to create open space and a playground area will be developed to serve the residents of the development.

F. Utilities

1. Water will be provided by the City of Green Cove Springs
2. Sanitary sewer will be provided by the City of Green Cove Springs
3. Electric will be provided by the City of Green Cove Springs

G. Wetlands

1. There are no wetlands on the property.



FOR OFFICE USE ONLY

Item #3.

P Z File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Review Date: SRDT _____ P & Z _____ CC _____

PUD Rezoning Application

A. PROJECT

- Project Name: Roberts Street - North PUD
- Address of Subject Property: Roberts Street
- Parcel ID Number(s): 38-06-26-017172-000-01
- Existing Use of Property: Vacant
- Future Land Use Map Designation : Neighborhood
- Existing Zoning Designation: R-2
- Proposed Zoning Designation: PUD
- Acreage: 0.63 acres

B. APPLICANT

- Applicant's Status Owner (title holder) Agent
- Name of Applicant(s) or Contact Person(s): Janis Fleet Title: President
 Company (if applicable): Fleet & Associates Architects/Planners, Inc.
 Mailing address: 11557 Hidden Harbor Way
 City: Jacksonville State: Florida ZIP: 32223
 Telephone: (904) 214-7999 FAX: (904) 214-9040 e-mail: jfleet@fleetarchitectsplanners.net
- If the applicant is agent for the property owner*
 Name of Owner (titleholder): Wiggins Investments of North Florida Inc
 Mailing address: 91 Branscomb Rd
 City: Green Cove Springs State: Florida ZIP: 32043
 Telephone: 904 214-7999 FAX: 904 214-9040 e-mail: joe@wigginslaw.net

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

C. ADDITIONAL INFORMATION

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

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


D. ATTACHMENTS

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

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

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


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

	_____
Signature of Applicant	Signature of Co-applicant
<u>Janis K. Fleet Agent</u>	_____
Typed or printed name and title of applicant	Typed or printed name of co-applicant
<u>3/3/2022</u>	_____
Date	Date
State of <u>Florida</u>	County of <u>Nassau</u>

The foregoing application is acknowledged before me this 3rd day of March, 2022 by Janis

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

NOTARY SEAL


Signature of Notary Public, State of Florida



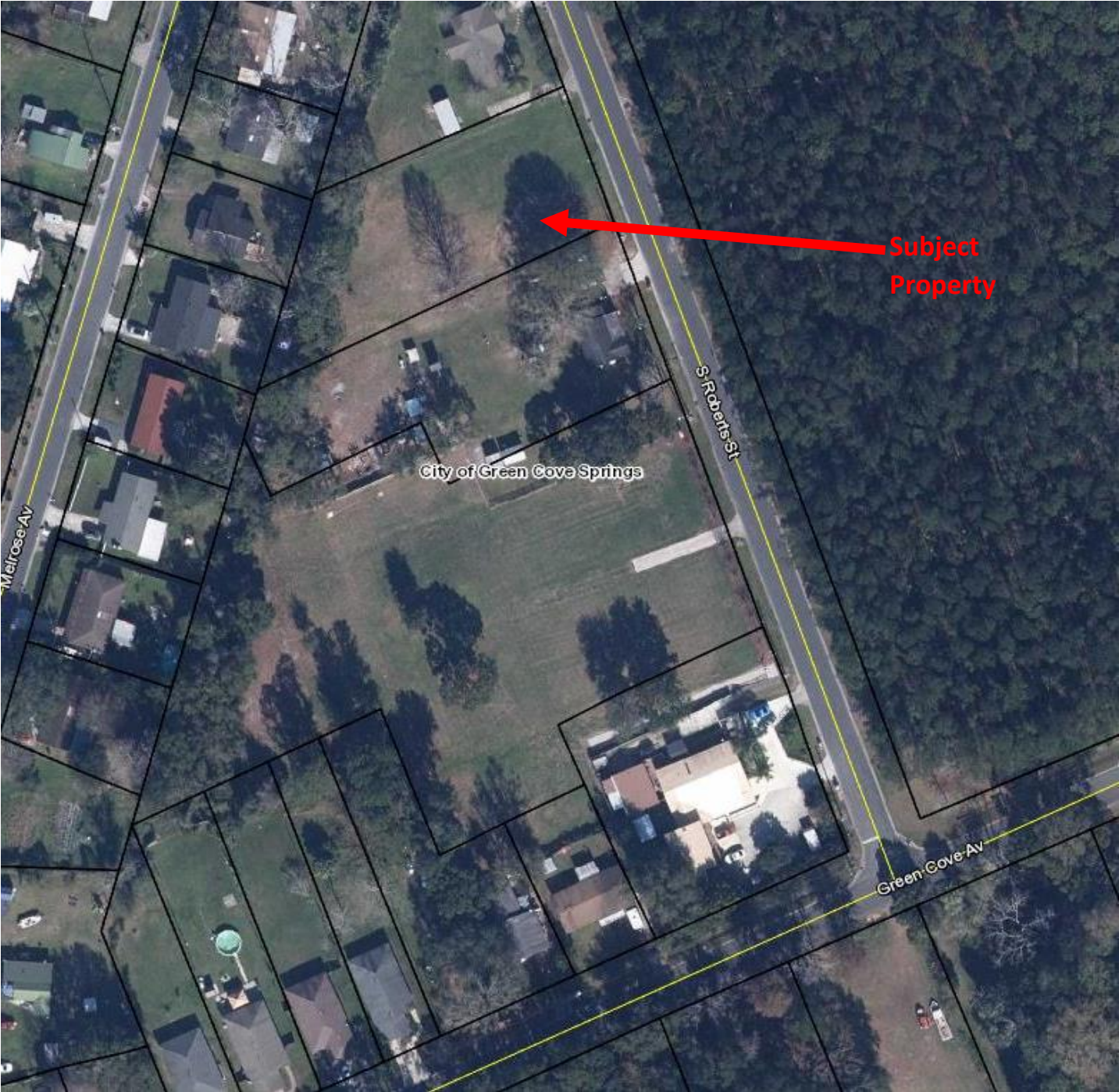
STATEMENT OF PROPOSED CHANGE

The Roberts Street – North PUD will allow the property to be developed for a multi-family development with 7 dwelling units. The development will provide variety of housing types on the site. The dwelling units will provide affordable rental housing for residents of Green Cove Springs.

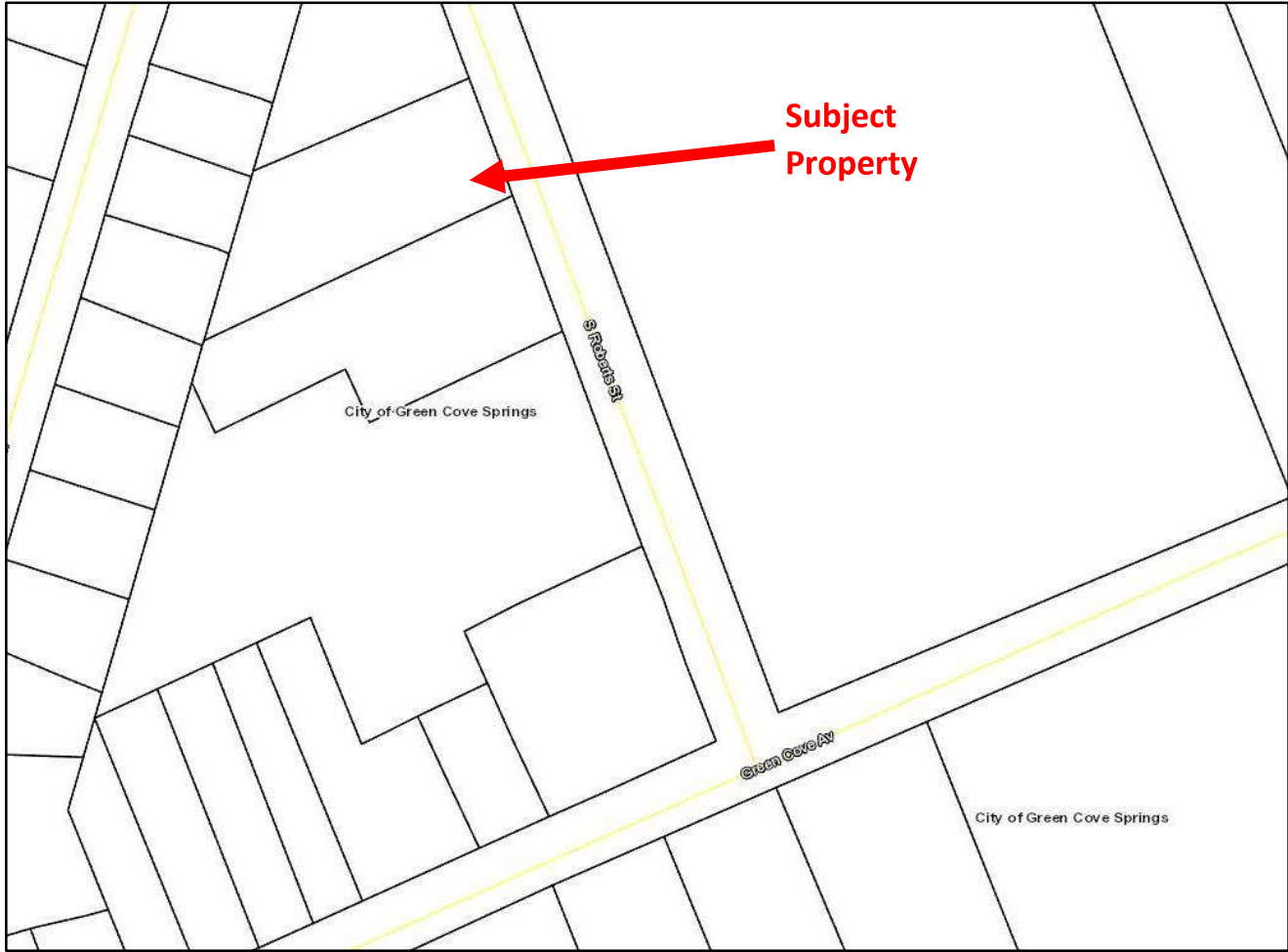
The site is in the recently adopted Neighborhood Future Land Use Map (FLUM) category. The Neighborhood FLUM category allows up to 12 dwelling units per acre. The proposed PUD is in compliance with the Neighborhood FLUM category. The PUD will allow for 7 multi-family dwelling units to be developed on 0.63 acres.

The proposed PUD allows a creative approach to the development of land that would not be allowed in the conventional R-2 or R-3 zoning category. It will accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of the R-2 or R-3 zoning category. The PUD provides for 7 dwelling units with the required by an efficient use of land. The dwelling units will each be two-bedroom units in one apartment building. It will enhance the appearance of the neighborhood by developing vacant property with a multi-family development, providing affordable housing needed for residents of Green Cove Springs. The proposed development will be compatible with the residential character of this area of Green Cove Springs, which is has a variety of housing types, including multi-family west of the property. The development will improve the property values in the Roberts Street/Melrose area of Green Cove Springs.

AERIAL



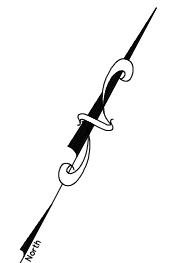
PLAT MAP



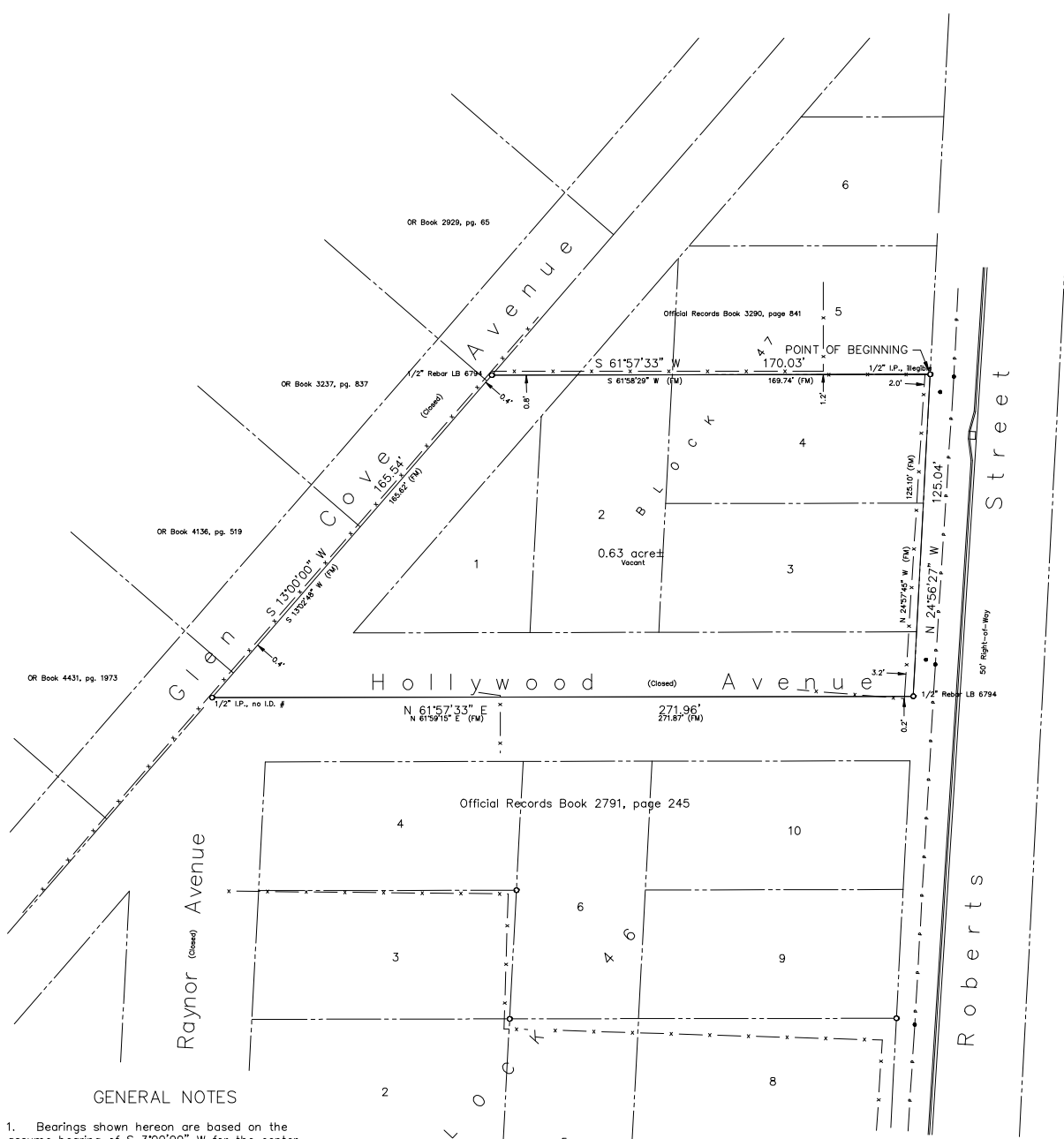
LEGAL DESCRIPTION

A parcel of land consisting of Lots 1, 3, 4 and a portion of Lot 2, Block 47, Idlewild Park Clay County, Florida according to plat thereof recorded in Plat Book 2, page 62 of the public records of said county, together with a portion of Glen Cove Avenue and Hollywood Avenue (closed by Resolution of the City of Green Cove Springs dated December 1, 1970), said parcel being more particularly described as follows:

Begin at the most northerly corner of said Lot 4; thence on the northwesterly line thereof, and on a southwesterly extension thereof, South 61 degrees 57 minutes 33 seconds West, 170.03 feet to the centerline of said Glen Cove Avenue; thence on said centerline, South 13 degrees 00 minutes 00 seconds West, 165.54 feet to the centerline of said Hollywood Avenue; thence on said centerline North 61 degrees 57 minutes 33 seconds East, 271.96 feet to a point on the southeasterly extension of the northeasterly line of said Block 47; thence on said southeasterly extension and on said northeasterly line of Block 47; North 24 degrees 56 minutes 27 seconds West, 125.04 feet to the point of beginning; being 0.63 acre, more or less, in area.



FF 47:89
FB33:64
4296B-NB0.



MAP SHOWING BOUNDARY SURVEY OF

A parcel of land consisting of Lots 1, 3, 4 and a portion of Lot 2, Block 47, Idlewild Park Clay County, Florida according to plat thereof recorded in Plat Book 2, page 62 of the public records of said county, together with a portion of Glen Cove Avenue and Hollywood Avenue (closed by Resolution of the City of Green Cove Springs dated December 1, 1970), said parcel being more particularly described as follows:
 Begin at the most northerly corner of said Lot 4; thence on the northwesterly line thereof, and on a southwesterly extension thereof, South 61 degrees 57 minutes 33 seconds West, 170.03 feet to the centerline of said Glen Cove Avenue; thence on said centerline, South 13 degrees 00 minutes 00 seconds West, 165.54 feet to the centerline of said Hollywood Avenue; thence on said centerline North 61 degrees 57 minutes 33 seconds East, 271.96 feet to a point on the southeasterly extension of the northeasterly line of said Block 47; thence on said southeasterly extension and on said northeasterly line of Block 47, North 24 degrees 56 minutes 27 seconds West, 125.04 feet to the point of beginning; being 0.63 acre, more or less, in area.

Certified to: L. Wiggins Construction Company

Scale 1" = 30'

Date of survey: August 25, 2021

GENERAL NOTES

1. Bearings shown hereon are based on the assume bearing of S 3°00'00" W for the centerline of Glen Cove Avenue.
2. This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This survey depicts visible improvements only; no underground improvements or footings were located.

Note:
I have examined the Federal Emergency Management Agency Flood Insurance Rate Map dated March 17, 2014, and find that this property is situated in Flood Zone "X".

LEGEND

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

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

Harold T. Eiland
 Harold T. Eiland
 License No. LS 2518

Eiland & Associates, Inc.
 Professional Surveyors & Mappers
 Certificate of Authorization
 615 Blanding Blvd
 Orange Park, Florida
 Telephone 904-2

Prepared by and return to:

Realty Title, Inc.
35 Knight Boxx Road, #2
Orange Park, Florida 32065

File Number: 11625

General Warranty Deed

Made December 17, 2020 A.D. By **Bruno Jones and Christina L Jones, his wife**, whose address is 1763 Pickwick Pl, Fleming Island, Florida 32003, hereinafter called the grantor, to **Wiggins Investments of North Florida, Inc.**, a Florida corporation, whose post office address is: 91 Branscomb Road, Suite 17, Green Cove Springs, Florida 32043, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Clay County, Florida, viz:

See Attached Schedule "A"

Parcel ID Number: 38-06-26-017172-000-00 AND -01


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

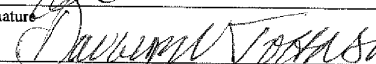
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2019.

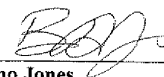
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:




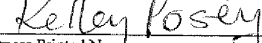
Witness Signature


Witness Printed Name

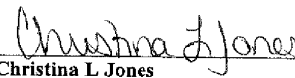


Bruno Jones (Seal)
Address: 1763 Pickwick Pl, Fleming Island, Florida 32003



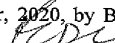
Witness Signature


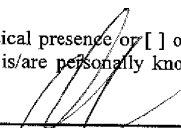
Witness Printed Name



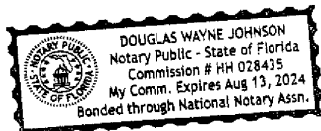
Christina L Jones (Seal)
Address: 1763 Pickwick Pl, Fleming Island, Florida 32003

State of Florida
County of Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of December, 2020, by Bruno Jones, and Christina L Jones, who is/are personally known to me or who has produced  as identification.



Notary Public
Print Name: _____
My Commission Expires: _____



Prepared by and return to:

Realty Title, Inc.
35 Knight Boxx Road, #2
Orange Park, Florida 32065

File Number: 11625

"Schedule A"

A portion of Idlewild Park, according to plat recorded in Plat Book 2, Page 62 of the Public Records of Clay County, Florida, more particularly described as follows:

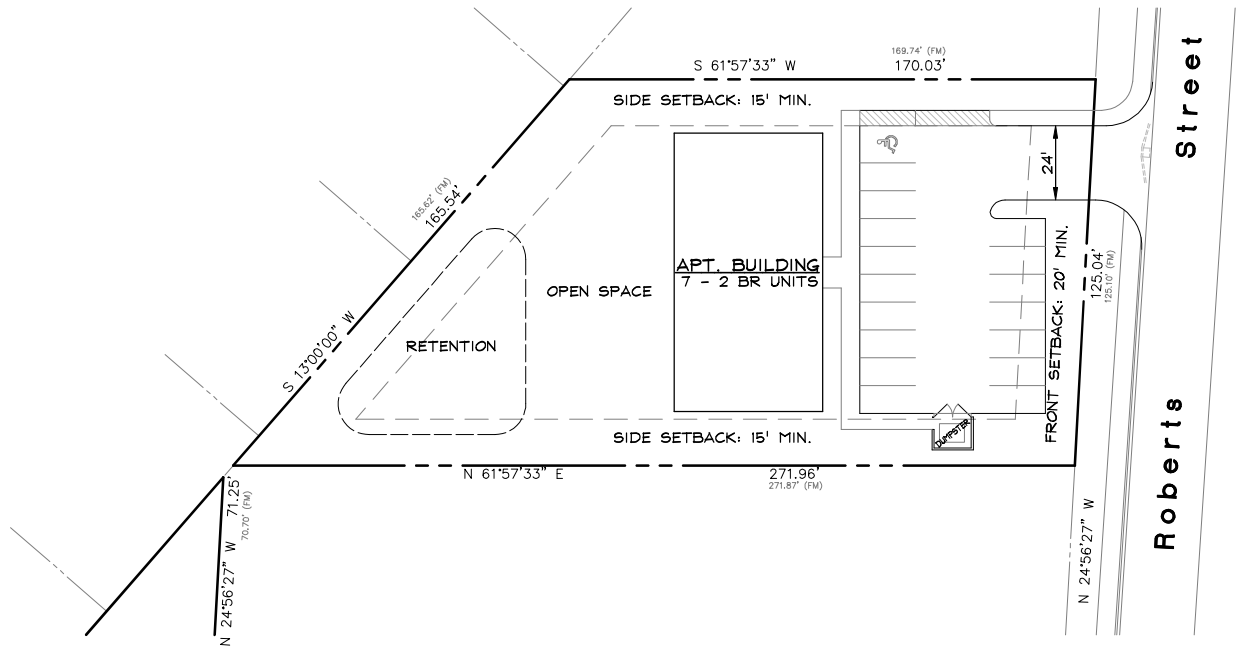
All of Block 44, Except Lots 1 and 2; Except Lots 5, 7, 8, 9 and the South 1/2 of Lot 6;

All of Block 45;

All of Block 46, Except Lots 4, 6, 9, 10;

All of Block 47, Except Lots 5 and 6, Also Excepting that portion of Lot 2, as conveyed by Deed recorded in Official Records Book 1144, Page 129.

Together with portions of Glen Cove Avenue, Hollywood, Warren Avenue and Raynor Avenue as shown on the Plat of Idlewild Park, according to Plat recorded in Plat Book 2, Page 62 all of which were closed and vacated by resolution of the City of Green Cove Springs, Florida, dated December 1, 1970.



CONCEPTUAL SITE PLAN




3/30/2022

PUD Written Description

ROBERT STREET - North PUD

I. PROJECT DESCRIPTION

Roberts Street PUD is a 0.63 acre development located on Roberts Street, north of Green Cove Avenue in the Roberts Roads/Melrose Avenue are of the City. The site includes an irregular shaped parcel with frontage on Roberts Street. The parcel is vacant. The parcel is zoned R-2 and has a Future Land Use Map (FLUM) designation of Neighborhood, which allows for up to 12 dwelling units per acre. Without a PUD on the property, with the irregular shape of the property would limit its development potential. The PUD allows for flexibility in the housing types, with an apartment building for 7 two-bedroom units.

The PUD will allow for the development of 7 dwelling units. Access to the property will be a two driveways from Roberts Street. The parcel will be maintained under common ownership with rental dwelling units.

The project will develop a vacant property into a residential development at a density consistent with the Neighborhood FLUM category. It will provide affordable housing option to residents of Green Cove Springs. The development will increase the property values in the area.

II. USES AND RESTRICTIONS

A. Permitted Uses

1. Multiple-family residential structures, including apartments, townhouses, cooperatives, and condominiums, without an attached garage, having no commercial businesses connected therewith.
2. Customary accessory buildings and structures provided they are in the rear yard and are not located in the setback area. The accessory buildings and structures shall not exceed 20 feet in height.
3. Temporary buildings used for construction purposes, for a period not exceeding the duration of the building permit.

B. Uses by Special Exception

1. Home Occupations

C. Restrictions on Uses

1. None

III. DESIGN GUIDELINES

A. Lot Requirements

1. Minimum lot area – 10,000 square feet
2. Minimum lot width – 100 feet
3. Maximum lot coverage of buildings – 35%
4. Minimum front yard - 20 feet
5. Minimum side yard - 15 feet
6. Minimum rear yard -10 feet
7. Maximum height of structures – 35 feet

B. Ingress, Egress and Circulation

1. Parking Requirements

- a. 2 spaces per dwelling unit
- b. No attached garages.

2. Vehicular Access

- a. A 24 ft. common paved drive of asphalt or concrete from Roberts Street

3. Pedestrian Access

- a. Existing sidewalk on Roberts Street
- b. Sidewalks from Roberts Street to the apartment building.

C. Signs

1. No signs will be located on the property.

D. Landscaping, Tree Mitigation, and Buffers

1. Landscaping per Section 113-244 of the Land Development Regulations.

E. Recreation and Open Space

1. The lot will be sodded to create open space to serve the residents of the development.

F. Utilities

1. Water will be provided by the City of Green Cove Springs
2. Sanitary sewer will be provided by the City of Green Cove Springs
3. Electric will be provided by the City of Green Cove Springs

G. Wetlands

1. There are no wetlands on the property.

Date: March 3, 2022

City of Green Cove Springs
Development Services Department
Green Cove Springs, Florida 32202

Re: Robert Street PUD

Ladies and Gentlemen:

You are hereby advised that the undersigned, owner of the above referenced property, being more particularly described in the PUD document attached hereto and by reference made a part hereof, hereby agrees to bind its successor(s) in title to development in accordance with:

(a) the site plan and the written description of the proposed development plan submitted with the rezoning application and

(b) any conditions set forth by the City Council of the City of Green Cove Springs in the rezoning ordinance. Owner also agrees to proceed with the development of the subject property in accordance with items

(a) and (b) above and will complete such development in accordance with the site plan approved by that ordinance. Provisions shall be made by written agreement for continuing operation and maintenance of all common areas and facilities that are not to be provided, operated, or maintained by the City of Green Cove Springs.

Sincerely,

Joseph B. Williams Sr
Signature of Applicant

Signature of Co-applicant

Joseph B. Williams Sr
Typed or printed name and title of applicant

Typed or printed name of co-applicant

3/4/22
Date

Date

State of Florida County of Clay

The foregoing application is acknowledged before me this 4 day of March 2022 by

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

NOTARY SEAL

Brianna N. Wilson
Signature of Notary Public, State of FL





PROPERTY OWNER AFFIDAVIT

Owner Name: Wiggins Investments of North Florida Inc.	
Address: 91 Branscomb Road, Suite 17 Green Cove Springs, FL 32043	Phone: (904)214-7999
Agent Name: Janis Fleet	
Address: 11557 Hidden Harbor Way, Jacksonville, FL 32223	Phone: 904-666-7038
Parcel No.: 38-06-26-017172-000-01 and 38-06-26-017172-000-00	
Requested Action: Rezoning and Site Plan applications	

I hereby certify that:

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

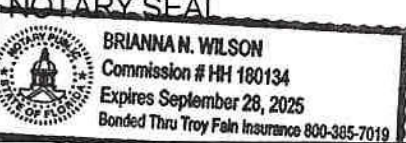
Property owner signature: Joseph B. Wiggins Sr

Printed name: Joseph B. Wiggins Sr

Date: 3/4/22

The foregoing affidavit is acknowledged before me this 4 day of March, 2022, by Joseph B. Wiggins, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Brianna N. Wilson
Signature of Notary Public, State of _____

ORDINANCE NO. O-14-2022

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±0.63 ACRES OF PROPERTY LOCATED ON ROBERTS STREET, IDENTIFIED AS TAX ID NUMBER 017172-000-01, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM R-2, MEDIUM DENSITY RESIDENTIAL, TO PUD, PLANNED UNIT DEVELOPMENT KNOWN AS ROBERTS STREET – NORTH PUD; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City has received a request to rezone the subject parcel from R-2 Medium Density Residential to PUD, Planned Unit Development 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 April 26, 2022 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 May 17, 2022 and June 7, 2022 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 Medium Density Residential) to Planned Unit Development (PUD).

Tax Parcel ID# 38-06-26-017172-000-01, 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 17TH DAY OF MAY 2022.

CITY OF GREEN COVE SPRINGS, FLORIDA

Matthew Johnson, 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 7TH DAY OF JUNE 2022.

CITY OF GREEN COVE SPRINGS, FLORIDA

Matthew Johnson, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



FLEET & ASSOCIATES
ARCHITECTS/PLANNERS, INC.

11557 Hidden Harbor Way Jacksonville FL 32223
(904) 666-7038 AA C001226

June 13, 2022

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

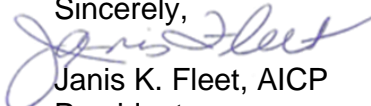
Re: Ordinance O-14-2022 and Ordinance O-15-2022
Roberts Street – North PUD and Roberts Street – South PUD

Dear Mike:

Please defer Council action on Ordinance O-14-2022 and Ordinance O-15-2022 to allow revisions to the PUD to be resubmitted and reviewed by City Staff and taken to the Planning and Zoning Commission for action.

If you have any questions, please contact me at 904-666-7038 or via email at jfleet@fleetarchitectsplaners.net.

Sincerely,


Janis K. Fleet, AICP
President



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** June 21, 2022
FROM: Michael Daniels, Planning and Zoning Director
SUBJECT: Request for rezoning of parcel 017172-000-00 consisting of 2.11 acres located on Roberts St, north of Green Cove Avenue from R-2 to Planned Unit Development.

PROPERTY DESCRIPTION

APPLICANT: Janis Fleet, Fleet and Associates **OWNER:** Wiggins Investments of NF Inc.
PROPERTY LOCATION: Roberts St, between Green Cove Avenue to the south and Melrose Avenue to the north
PARCEL NUMBER: 017172-000-00
FILE NUMBER: PUD-22-002
CURRENT ZONING: R-2
FUTURE LAND USE DESIGNATION: Neighborhood

SURROUNDING EXISTING LAND USE

NORTH: Single Family Residential (R-2) **SOUTH:** Single Family Residential (R-2)
EAST: Undeveloped (Industrial-City Owned) **WEST:** Single Family Residential (R-2)

BACKGROUND

The applicant Janis Fleet of Fleet & Associates Architects/Planners, Inc., (“Applicant”) submitted an application on behalf of Wiggins Investments of North Florida, Inc., (“Owner”) requesting to rezone the subject parcel from R-2 to Planned Unit Development (PUD). The property has a row of crape myrtle trees in the front of the property and scattered hardwood trees on the property.

The intention of the proposed PUD application is to allow for 25 multi-family dwelling units, consisting of one 8 unit apartment building, and three townhome buildings consisting of 17 units to be constructed

on 2.11 acres. The conceptual plan includes on-site retention, a water feature, open space, and a playground. The PUD written description does not require garages, and 17 parking spaces with no garages.

The proposed density of the PUD is approximately 12 units per acre. The surrounding properties are developed or developable only as single-family residences, meaning at full development, all properties have a density of 4 units per acre. The one exception is four-unit residential unit at the corner of Green Cove Avenue and Roberts which sits on .52 acres which is a converted single-family home. The property to the east of the subject property is owned by the City which was purchased through a grant with the Florida Communities Grant to enhance environmental protection and resource based recreational activities. The city is restricted from developing the land for any other purpose.

The Future Land Use – Neighborhood – permits up to 12 units per acre. Per Comprehensive Plan Policy 1.1.2, the City's zoning map is intended to further implement and refine the densities permitted within each property. The R-2 Zoning District limits development to single family detached dwelling as a permitted use. Special Exceptions are allowed for 2 to 4 attached units based on lot size and width.

To further ensure sustainability of the building pattern, Policy 1.3.2 calls for the following principles to be considered:

- (1) increases in density and intensity must generally occur in a gradual fashion, avoiding abrupt transitions;
- (2) high density residential uses should generally be located in areas that have adequate vehicular access and proximity to service uses; and
- (3) spot zoning should be avoided. Spot zoning refers to changing the zoning designation of a small parcel of land for a designation totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners.

The Planning and Zoning Commission recommended denial on a 3-2 vote on April 26, 2022.

The applicant requested a deferral from the May 17, 2022 City Council meeting.



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

Additionally, the applicant has submitted the following rezoning requests:

Application #	Description
PUD-22-004	Roberts North PUD Rezoning Application





Environmental Conditions Analysis

Soils

- Sapelo Fine Sand which is a poorly drained soil

All new development shall be required to meet the stormwater management requirements of the St John's Water Management District.

Wetlands

There are no wetlands on the property.

Flood Zones

This property is not located within a floodzone.

Wellfield Protection Zone

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

Historic Structures and Markers

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

PUBLIC FACILITIES IMPACT

Traffic Impacts

Land Use ¹ (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Multifamily Residential	25	6.65	166	.5	13	.62	15

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

Conclusion: The proposed development of 25 multifamily dwelling units would be a de-minimis impact on the roadway network.

Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	4,200,000
Less actual Potable Water Flows ¹	1,013,000
Residual Capacity ¹	3,187,000
Projected Potable Water Demand from Proposed Project ²	9,938
Residual Capacity after Proposed Project	3,177,063

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

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 7 dwelling units x 2.65 persons per du x 150 gal per person

Sanitary Sewer Impacts – South Plant WWTP

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	350,000
Current Loading ¹	270,000
Committed Loading ¹	330,000
Projected Potable Water Demand from Proposed Project ²	7,950
Residual Capacity after Proposed Project	-67,950

1. Source: City of Green Cove Springs Public Works Department
2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: 25 dwelling units x 2.65 persons per du x 120 gal per person

Conclusion: The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP is over capacity to handle the estimated impacts resulting from the proposed application. The committed loading is related to the Rookery Development which will be completed in two years prior to the commencement of this project and as a result, an additional Wastewater facility shall be constructed to serve the Rookery and thereby providing additional wastewater capacity. As a result, there is adequate capacity.

Solid Waste Impacts

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project ¹	530 lbs. / 97 tons
Solid Waste Facility Capacity ²	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (25 dwelling units x 2.65 persons per dwelling unit x 8 lbs. per day) x 365

Solid Waste Impacts

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

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

Public School Facilities Impact

Land Use	Units	Elem.		Middle		High	
		Rate¹	Total	Rate¹	Total	Rate¹	Total
Proposed							
Multifamily Units	25	0.0314	1	0.0095	1	0.0197	1
Net Generation	-	-	1	-	1	-	1

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

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Policy 1.3.2. The City shall establish locational criteria in the LDC for future rezoning of sites to higher density and/or intensity districts. The following principles shall be considered:

- a. Compatibility means that different land uses can coexist in relative proximity to each other provided that a use is not impacted directly or indirectly by another use.
- b. Increases in density and intensity must generally occur in a gradual fashion, avoiding abrupt transitions.
- c. High density residential uses should generally be located in areas that have adequate vehicular access and proximity to service uses.
- d. Spot zoning should be avoided. Spot zoning refers to changing the zoning designation of a small parcel of land for a designation totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners.

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

The proposed application is not consistent with these Comprehensive Plan policies set forth above. From both a density and design standpoint the proposed application is not compatible with the low-density residential character of the surrounding area.

STAFF RECOMMENDATION

Staff is recommending denial of this request because the application is not in compliance with the Comprehensive Plan Future Land Use Element Policy 1.3.2 and Policy 1.3.4.

RECOMMENDED MOTION

Motion to deny ordinance O-15-2022, to amend the Zoning from R-2 to PUD for 2.11 acres of property located on Roberts Road north of Green Cove Avenue, parcel #017172-000-00) based on the factual

support that the proposed application is not in compliance with the Comprehensive Plan Future Land Use Policies 1.3.2 and 1.3.4.

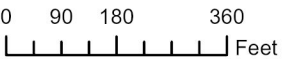
Zoning - Proposed

- Parcels
- ▬ Project Site
- Road



City Zoning

- R-1
- R-2
- R-3
- PUD
- M-1
- INS
- RC



JOEY
MELROSE
ROBERTS
GREEN COVE

PUD Written Description

ROBERT STREET PUD

I. PROJECT DESCRIPTION

Roberts Street PUD is a 2.74 acre development located on Roberts Street, north of Green Cove Avenue in the Roberts Roads/Melrose Avenue area of the City. The site includes 2 irregular shaped parcels with frontage on Roberts Street, almost connected at the west end of the properties. The parcels are vacant. The parcel is zoned R-2 and has a Future Land Use Map (FLUM) designation of Neighborhood, which allows for up to 12 dwelling units per acre. Without a PUD on the property, with the irregular shape of the property would limit its development potential. The PUD allows for flexibility in the housing types, with conventional apartments and townhomes.

The PUD will allow for the development of 32 dwelling units. Access to the property will be from two driveways from Roberts Street. The parcel will be maintained under common ownership with rental dwelling units.

The project will develop a vacant property into a residential development at a density consistent with the Neighborhood FLUM category. It will provide affordable housing with a variety of housing type options to residents of Green Cove Springs and will increase the property values in the area.

II. USES AND RESTRICTIONS

A. Permitted Uses

1. Multiple-family residential structures, including apartments, townhouses, cooperatives, and condominiums, without an attached garage, having no commercial businesses connected therewith.
2. Customary accessory buildings and structures provided they are in the rear yard and are not located in the setback area. The accessory buildings and structures shall not exceed 20 feet in height.
3. Temporary buildings used for construction purposes, for a period not exceeding the duration of the building permit.

B. Uses by Special Exception

1. Home Occupations

C. Restrictions on Uses

1. None

III. DESIGN GUIDELINES

A. Lot Requirements

1. Minimum lot area – 10,000 square feet
2. Minimum lot width – 100 feet
3. Maximum lot coverage of buildings – 35%
4. Minimum front yard - 20 feet
5. Minimum side yard - 10 feet
6. Minimum rear yard -10 feet
7. Maximum height of structures – 35 feet

B. Ingress, Egress and Circulation

1. Parking Requirements

- a. 2 spaces per dwelling unit
- b. No attached garages.

2. Vehicular Access

- a. A 24 ft. common paved drive of asphalt or concrete from Roberts Street

3. Pedestrian Access

- a. Existing sidewalk on Roberts Street
- b. Sidewalks provided on one side of the paved drive within the development.

C. Signs

1. No signs will be located on the property.

D. Landscaping, Tree Mitigation, and Buffers

1. Landscaping per Section 113-244 of the Land Development Regulations.

E. Recreation and Open Space

1. The lot will be sodded to create open space and a playground area will be developed to serve the residents of the development.

F. Utilities

1. Water will be provided by the City of Green Cove Springs
2. Sanitary sewer will be provided by the City of Green Cove Springs
3. Electric will be provided by the City of Green Cove Springs

G. Wetlands

1. There are no wetlands on the property.



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

PUD Rezoning Application

A. PROJECT

- Project Name: Roberts Street - South PUD
- Address of Subject Property: Roberts Street
- Parcel ID Number(s): 38-06-26-017172-000-00
- Existing Use of Property: Vacant
- Future Land Use Map Designation : Neighborhood
- Existing Zoning Designation: R-2
- Proposed Zoning Designation: PUD
- Acreage: 2.11 acres

B. APPLICANT

- Applicant's Status Owner (title holder) Agent
- Name of Applicant(s) or Contact Person(s): Janis Fleet Title: President
 Company (if applicable): Fleet & Associates Architects/Planners, Inc.
 Mailing address: 11557 Hidden Harbor Way
 City: Jacksonville State: Florida ZIP: 32223
 Telephone: (904) 214-7999 FAX: (904) 214-9040 e-mail: jfleet@fleetarchitectsplanners.net
- If the applicant is agent for the property owner*
 Name of Owner (titleholder): Wiggins Investments of North Florida Inc
 Mailing address: 91 Branscomb Rd
 City: Green Cove Springs State: Florida ZIP: 32043
 Telephone: 904 214-7999 FAX: 904 214-9040 e-mail: joe@wigginslaw.net

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

C. ADDITIONAL INFORMATION

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

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

D. ATTACHMENTS

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

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

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

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

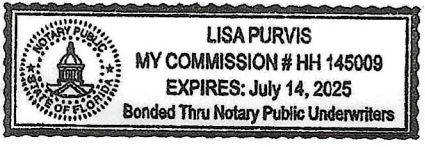
<p><u>[Signature]</u> Signature of Applicant</p> <p><u>Janis K. Fleet Agent</u> Typed or printed name and title of applicant</p> <p><u>3/3/2022</u> Date</p> <p>State of <u>Florida</u> County of <u>Nassau</u></p>	<p>_____ Signature of Co-applicant</p> <p>_____ Typed or printed name of co-applicant</p> <p>_____ Date</p>
---	---

The foregoing application is acknowledged before me this 3rd day of March, 2022 by Janis

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

NOTARY SEAL

[Signature]
Signature of Notary Public, State of Florida



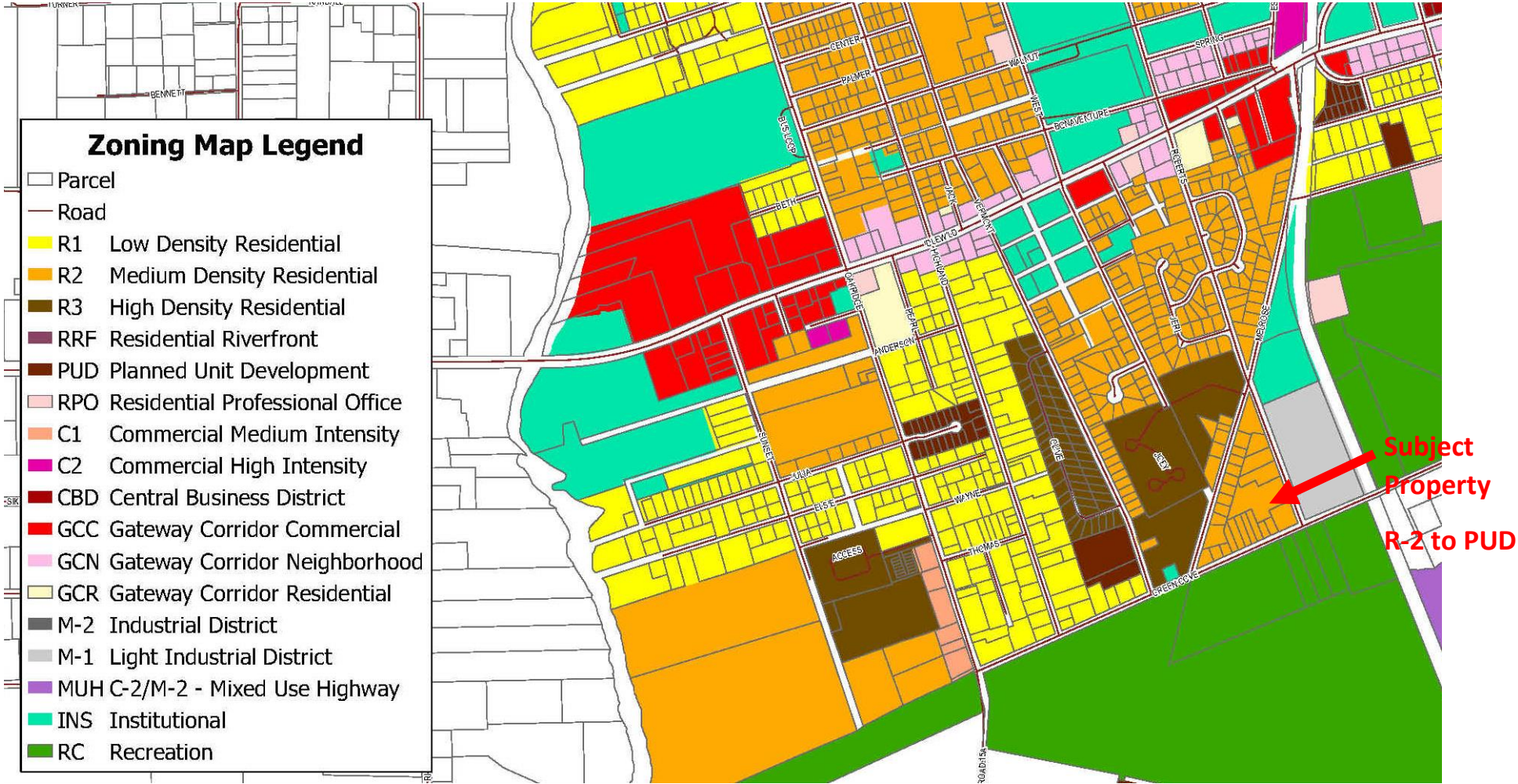
STATEMENT OF PROPOSED CHANGE

The Roberts Street – South PUD will allow the property to be developed for a multi-family development with 25 dwelling units. The development will provide variety of housing types on the site. The dwelling units will provide affordable rental housing for residents of Green Cove Springs.

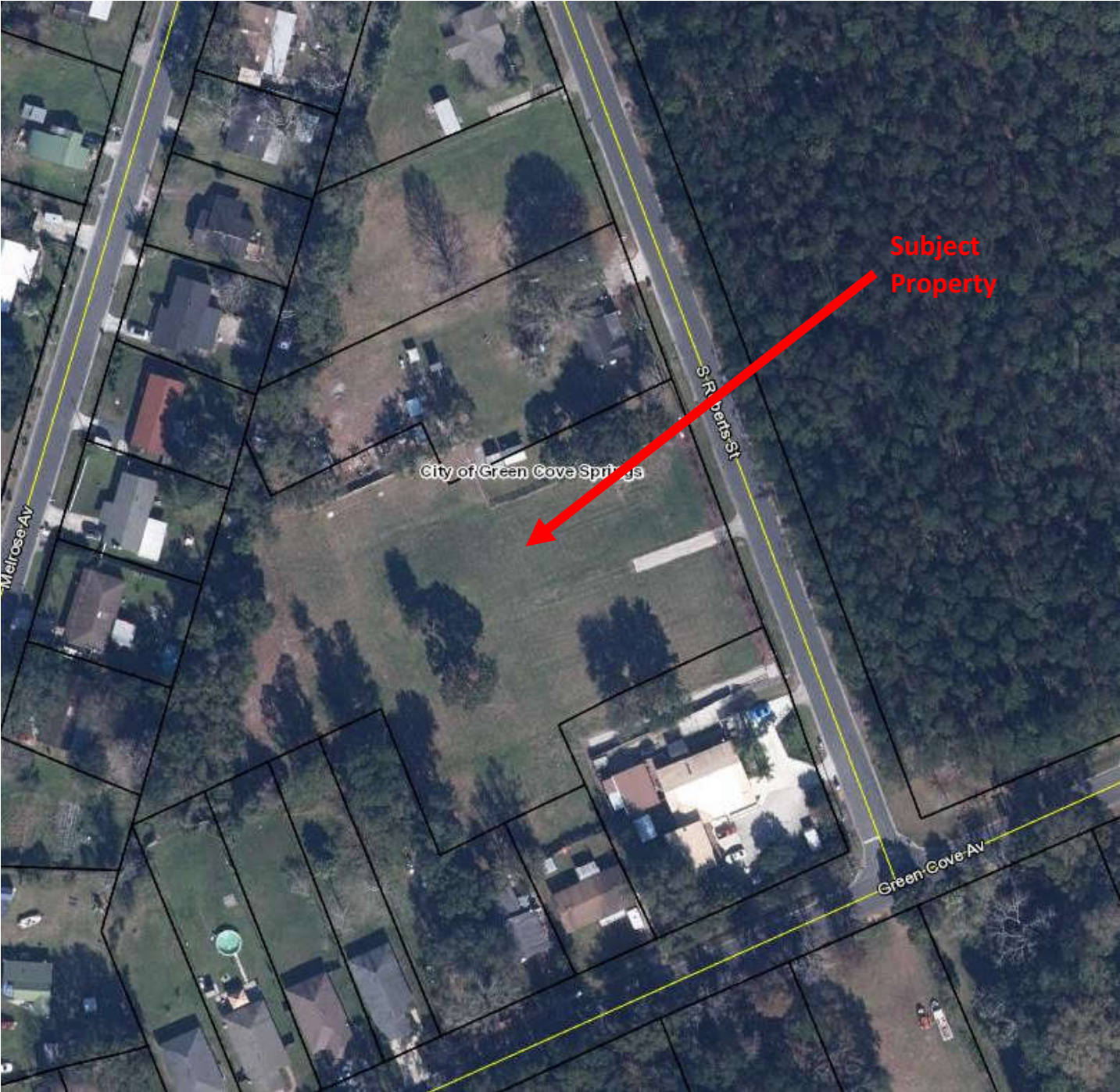
The site is in the recently adopted Neighborhood Future Land Use Map (FLUM) category. The Neighborhood FLUM category allows up to 12 dwelling units per acre. The proposed PUD is in compliance with the Neighborhood FLUM category. The PUD will allow for 25 multi-family dwelling units to be developed on 2.11 acres.

The proposed PUD allows a creative approach to the development of land that would not be allowed in the conventional R-2 or R-3 zoning category. It will accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of the R-2 or R-3 zoning category. The PUD provides for 25 dwelling units with the required by an efficient use of land. The property will be developed with 17 townhouses with a 1 car garage and 8 one-bedroom units in an apartment building. It will enhance the appearance of the neighborhood by developing vacant property with a multi-family development, providing affordable housing options needed for residents of Green Cove Springs. The proposed development will be compatible with the residential character of this area of Green Cove Springs, which has a variety of housing types, including multi-family west of the property. The development will improve the property values in the Roberts Street/Melrose area of Green Cove Springs.

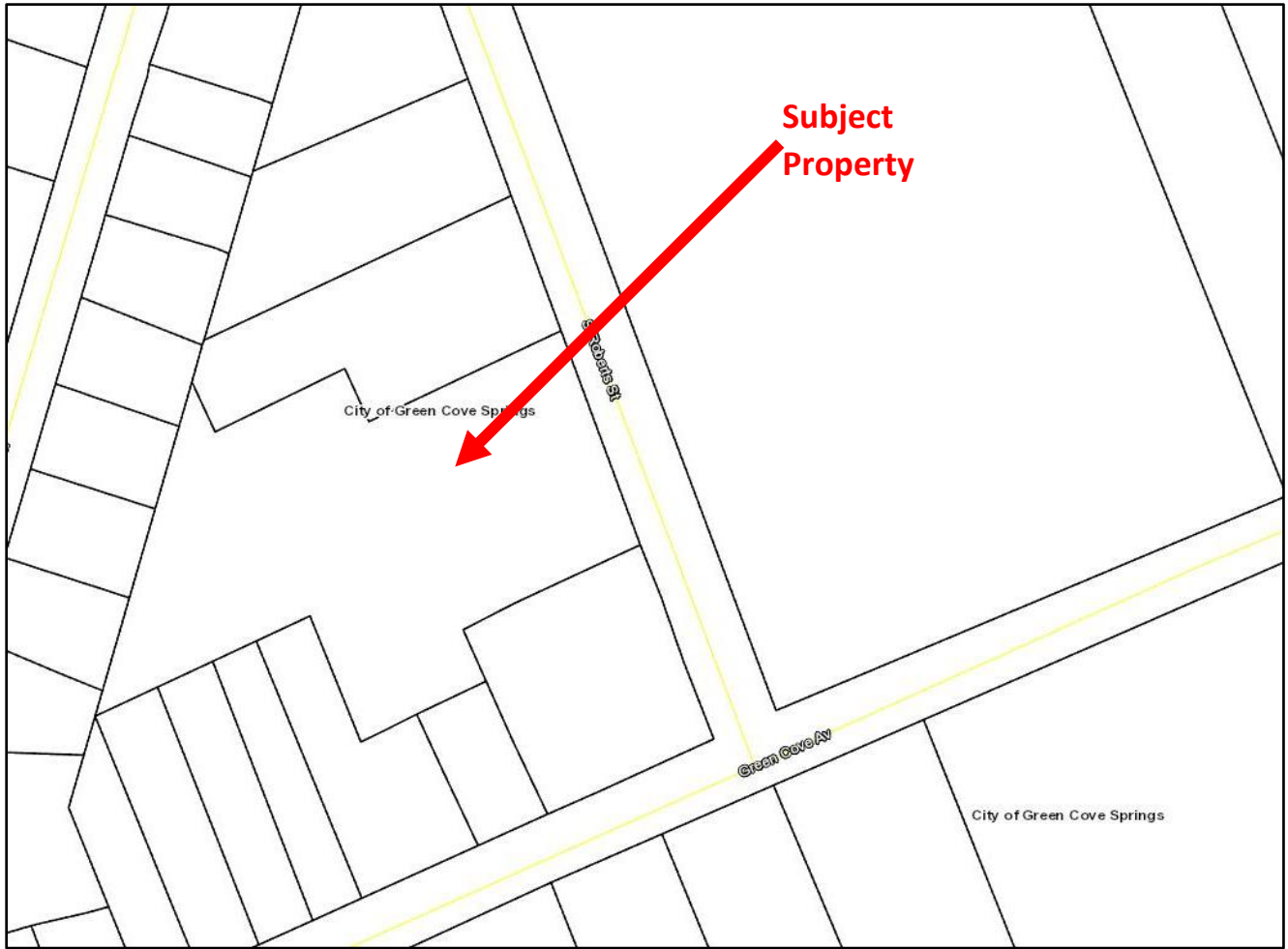
ZONING



AERIAL



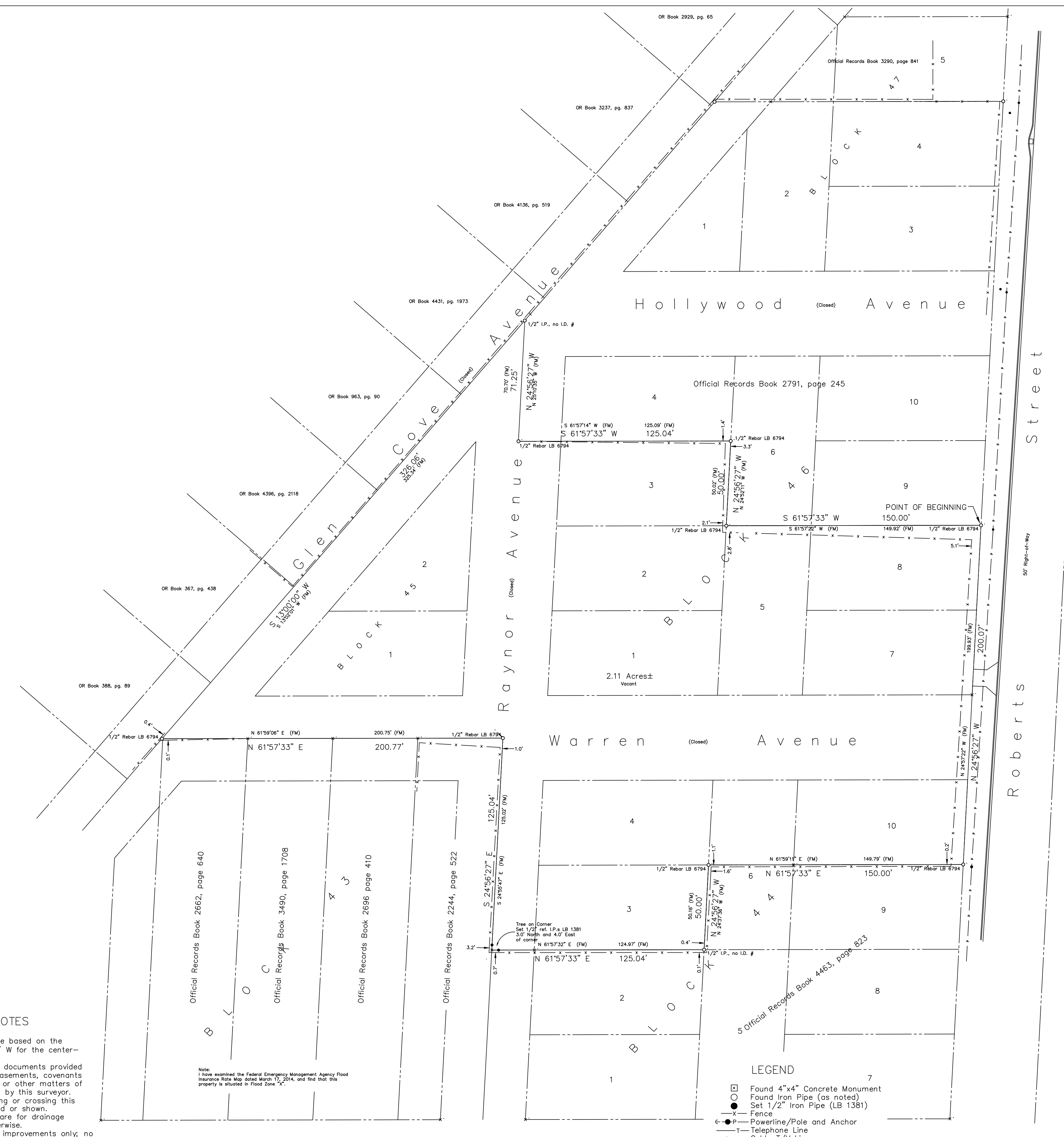
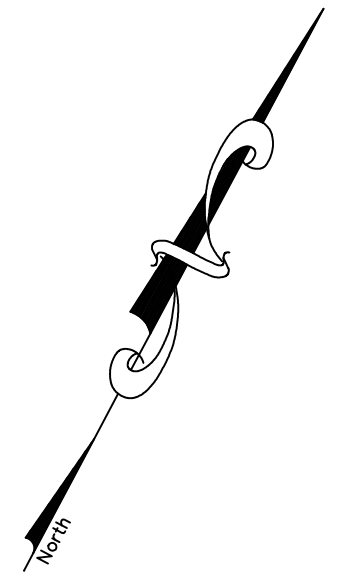
PLAT MAP



LEGAL DESCRIPTION

A parcel of land consisting of Lots 3, 4, 10 and the North 1/2 of Lot 6, Block 44, all of Block 45 and Lots 1, 2, 3, 5, 7 and 8, Block 46, IdleWild Park, Clay County, Florida, according to plat thereof recorded in Plat Book 2, page 62 of the public records of said county, together with a portion of Glen Cove Avenue, a portion of Raynor Avenue and a portion of Warren Avenue (closed by Resolution of the City of Green Cove Springs dated December 1, 1970), said parcel being more particularly described as follows:

Begin at the most northerly corner of said Lot 8, Block 46; thence on the northwesterly line thereof, and on the northwesterly line of said Lot 6, Block 46 run South 61 degrees 57 minutes 33 seconds West, 150.00 feet to the northeasterly line of said Lot 3, Block 46; thence on said northeasterly line, North 24 degrees 56 minutes 27 seconds West, 50.00 feet to the northwesterly line thereof; thence on said northwesterly line, and on a southwesterly extension thereof, South 61 degrees 57 minutes 33 seconds West, 125.04 feet to the centerline of Raynor Avenue; thence on said centerline, North 24 degrees 56 minutes 27 seconds West, 71.25 feet to the centerline of Glen Cove Avenue; thence on said centerline, South 13 degrees 00 minutes 00 seconds West, 326.06 feet to the centerline of Warren Avenue; thence on said centerline, North 61 degrees 57 minutes 33 seconds East, 200.77 feet to the centerline of said Raynor Avenue; thence on said centerline South 24 degrees 56 minutes 27 seconds East, 125.04 feet to a point on the southwesterly extension of the southeasterly line of said Lot 3, Block 44; thence on said extension on said southeasterly line, North 61 degrees 57 minutes 33 seconds East, 125.04 feet to the northeasterly line of said Lot 3, Block 44; thence on said northeasterly line, North 24 degrees 56 minutes 27 seconds West, 50.00 feet to the southeasterly line of the South 1/2 of said Lot 6, Block 44; thence on said southeasterly line, and on the southeasterly line of said Lot 10, Block 44, North 61 degrees 57 minutes 33 seconds East, 150.00 feet to the northeasterly line of said Lot 10; thence on said northeasterly line, and on a northwesterly extension thereof, North 24 degrees 56 minutes 27 seconds West, 200.07 feet to the point of beginning; being 2.11 acres, more or less, in area.



MAP SHOWING BOUNDARY SURVEY OF

A parcel of land consisting of Lots 3, 4, 10 and the North 1/2 of Lot 6, Block 44, all of Block 45 and Lots 1, 2, 3, 5, 7 and 8, Block 46, IdleWild Park, Clay County, Florida, according to plat thereof recorded in Plat Book 2, page 62 of the public records of said county, together with a portion of Glen Cove Avenue, a portion of Raynor Avenue and a portion of Warren Avenue (closed by Resolution of the City of Green Cove Springs dated December 1, 1970), said parcel being more particularly described as follows:

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Certified to: Wiggins Construction Company

Scale 1" = 30'

Date of survey: August 25, 2021

GENERAL NOTES

- 1. Bearings shown hereon are based on the assumed bearing of S 13°00'0" W for the centerline of Glen Cove Avenue.
2. This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This survey depicts visible improvements only, no underground improvements or footings were located.

Note: I have examined the Federal Emergency Management Agency Flood Insurance Rate Map dated March 17, 2014, and find that this property is situated in Flood Zone "X".

LEGEND
Found 4"x4" Concrete Monument
Found Iron Pipe (as noted)
Set 1/2" Iron Pipe (LB 1381)
Fence
Powerline/Pole and Anchor
Telephone Line
Cable T/V Line
Concrete Air Conditioner Pad
Concrete Elec. Transformer Pad

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

Harold T. Eiland
License No. LS 2518

Eiland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32073
Telephone 904-272-1000

Prepared by and return to:

Realty Title, Inc.
35 Knight Boxx Road, #2
Orange Park, Florida 32065

File Number: 11625

General Warranty Deed

Made December 17, 2020 A.D. By **Bruno Jones and Christina L Jones, his wife**, whose address is 1763 Pickwick Pl, Fleming Island, Florida 32003, hereinafter called the grantor, to **Wiggins Investments of North Florida, Inc.**, a Florida corporation, whose post office address is: 91 Branscomb Road, Suite 17, Green Cove Springs, Florida 32043, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Clay County, Florida, viz:

See Attached Schedule "A"

Parcel ID Number: 38-06-26-017172-000-00 AND -01


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

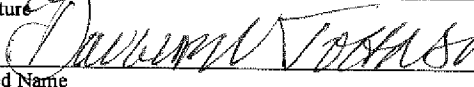
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2019.

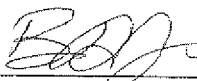
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

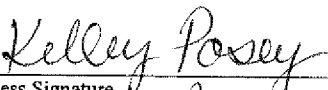


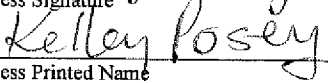
Witness Signature


Witness Printed Name

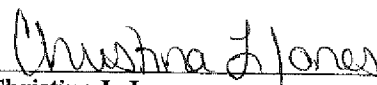


Witness Signature
Bruno Jones (Seal)
Address: 1763 Pickwick Pl, Fleming Island, Florida 32003



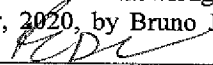
Witness Signature


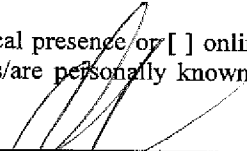
Witness Printed Name



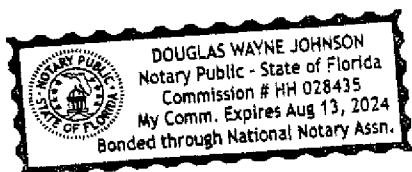
Witness Signature
Christina L Jones (Seal)
Address: 1763 Pickwick Pl, Fleming Island, Florida 32003

State of Florida
County of Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of December, 2020, by Bruno Jones, and Christina L Jones, who is/are personally known to me or who has produced  as identification.



Notary Public
Print Name: _____
My Commission Expires: _____



Prepared by and return to:

Realty Title, Inc.
35 Knight Boxx Road, #2
Orange Park, Florida 32065

File Number: 11625

"Schedule A"

A portion of Idlewild Park, according to plat recorded in Plat Book 2, Page 62 of the Public Records of Clay County, Florida, more particularly described as follows:

All of Block 44, Except Lots 1 and 2; Except Lots 5, 7, 8, 9 and the South 1/2 of Lot 6;

All of Block 45;

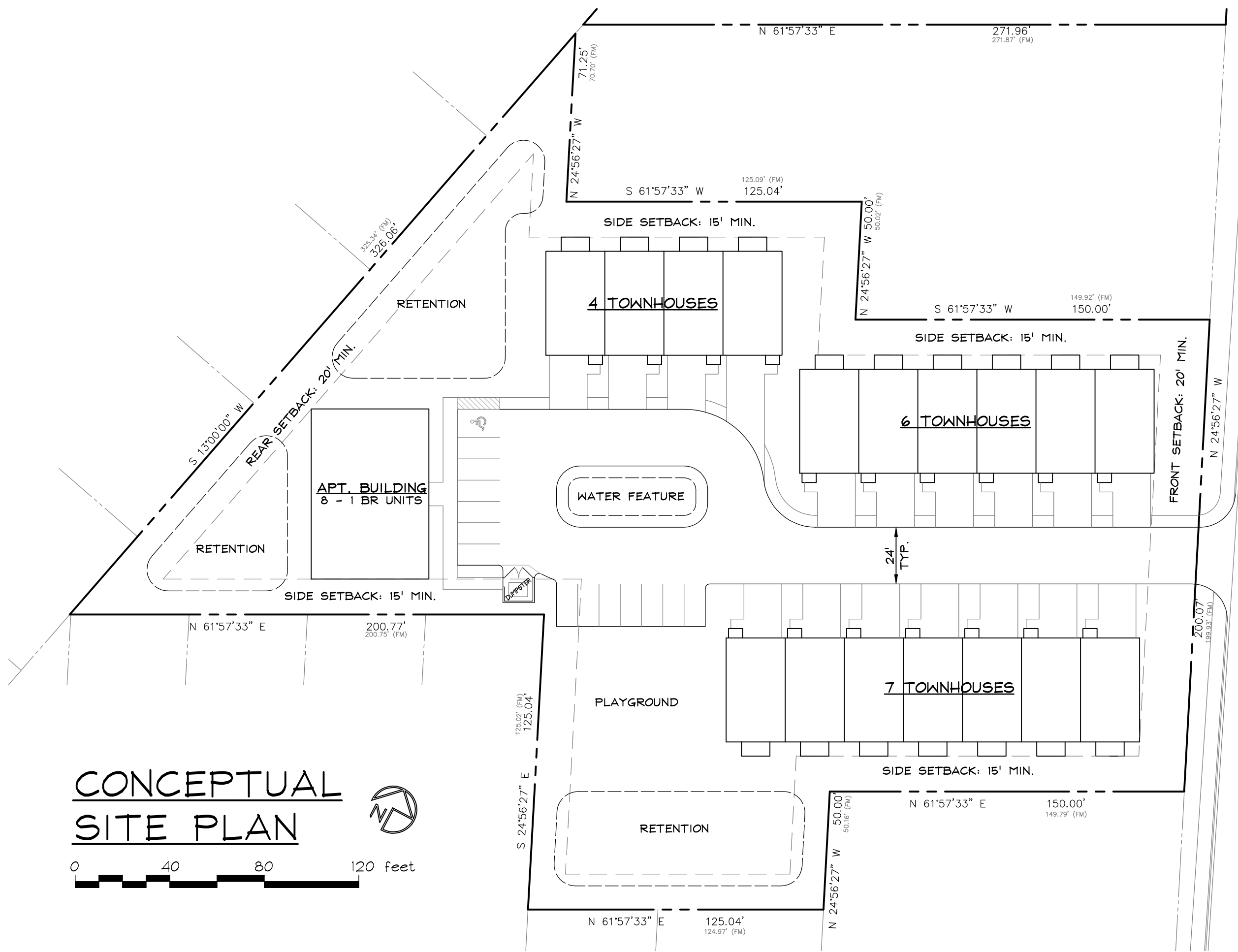
All of Block 46, Except Lots 4, 6, 9, 10;

All of Block 47, Except Lots 5 and 6, Also Excepting that portion of Lot 2, as conveyed by Deed recorded in Official Records Book 1144, Page 129.

Together with portions of Glen Cove Avenue, Hollywood, Warren Avenue and Raynor Avenue as shown on the Plat of Idlewild Park, according to Plat recorded in Plat Book 2, Page 62 all of which were closed and vacated by resolution of the City of Green Cove Springs, Florida, dated December 1, 1970.



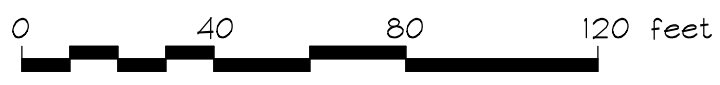
ROBERTS STREET - SOUTH PUD
Green Cove Springs, Florida



Roberts Street

Street

CONCEPTUAL
SITE PLAN



3/30/2022

PUD Written Description

ROBERT STREET PUD

I. PROJECT DESCRIPTION

Roberts Street PUD is a 2.11 acre development located on Roberts Street, north of Green Cove Avenue in the Roberts Roads/Melrose Avenue area of the City. The site is an irregular shaped parcel with frontage on Roberts Street. The parcel is vacant. The parcel is zoned R-2 and has a Future Land Use Map (FLUM) designation of Neighborhood, which allows for up to 12 dwelling units per acre. Without a PUD on the property, with the irregular shape of the property would limit its development potential. The PUD allows for flexibility in the housing types, with apartments and townhomes.

The PUD will allow for the development of 25 dwelling units. Access to the property will be from two driveways from Roberts Street. The parcel will be maintained under common ownership with rental dwelling units.

The project will develop a vacant property into a residential development at a density consistent with the Neighborhood FLUM category. It will provide affordable housing with a variety of housing type options to residents of Green Cove Springs. The development will increase the property values in the area.

II. USES AND RESTRICTIONS

A. Permitted Uses

1. Multiple-family residential structures, including apartments, townhouses, cooperatives, and condominiums, without an attached garage, having no commercial businesses connected therewith.
2. Customary accessory buildings and structures provided they are in the rear yard and are not located in the setback area. The accessory buildings and structures shall not exceed 20 feet in height.
3. Temporary buildings used for construction purposes, for a period not exceeding the duration of the building permit.

B. Uses by Special Exception

1. Home Occupations

C. Restrictions on Uses

1. None

III. DESIGN GUIDELINES

A. Lot Requirements

1. Minimum lot area – 10,000 square feet
2. Minimum lot width – 100 feet
3. Maximum lot coverage of buildings – 35%
4. Minimum front yard - 20 feet
5. Minimum side yard - 15 feet
6. Minimum rear yard -20 feet
7. Maximum height of structures – 35 feet

B. Ingress, Egress and Circulation

1. Parking Requirements
 - a. 2 spaces per dwelling unit.
 - b. No attached garages for the apartment for the apartment building.
2. Vehicular Access
 - a. A 24 ft. common paved drive of asphalt or concrete from Roberts Street
3. Pedestrian Access
 - a. Existing sidewalk on Roberts Street
 - b. Sidewalks provided on one side of the paved drive within the development.

C. Signs

1. No signs will be located on the property.

D. Landscaping, Tree Mitigation, and Buffers

1. Landscaping per Section 113-244 of the Land Development Regulations.

E. Recreation and Open Space

1. The lot will be sodded to create open space and a playground area will be developed to serve the residents of the development.

F. Utilities

1. Water will be provided by the City of Green Cove Springs
2. Sanitary sewer will be provided by the City of Green Cove Springs
3. Electric will be provided by the City of Green Cove Springs

G. Wetlands

1. There are no wetlands on the property.

Date: March 3, 2022

City of Green Cove Springs
Development Services Department
Green Cove Springs, Florida 32202

Re: Robert Street PUD

Ladies and Gentlemen:

You are hereby advised that the undersigned, owner of the above referenced property, being more particularly described in the PUD document attached hereto and by reference made a part hereof, hereby agrees to bind its successor(s) in title to development in accordance with:

(a) the site plan and the written description of the proposed development plan submitted with the rezoning application and

(b) any conditions set forth by the City Council of the City of Green Cove Springs in the rezoning ordinance. Owner also agrees to proceed with the development of the subject property in accordance with items

(a) and (b) above and will complete such development in accordance with the site plan approved by that ordinance. Provisions shall be made by written agreement for continuing operation and maintenance of all common areas and facilities that are not to be provided, operated, or maintained by the City of Green Cove Springs.

Sincerely,

Joseph B. Williams Sr
Signature of Applicant

Signature of Co-applicant

Joseph B. Williams Sr
Typed or printed name and title of applicant

Typed or printed name of co-applicant

3/4/22
Date

Date

State of Florida County of Clay

The foregoing application is acknowledged before me this 4 day of March 2022 by

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

NOTARY SEAL
Brianna N. Wilson
Signature of Notary Public, State of FL





PROPERTY OWNER AFFIDAVIT

Owner Name: Wiggins Investments of North Florida Inc.	
Address: 91 Branscomb Road, Suite 17 Green Cove Springs, FL 32043	Phone: (904)214-7999
Agent Name: Janis Fleet	
Address: 11557 Hidden Harbor Way, Jacksonville, FL 32223	Phone: 904-666-7038
Parcel No.: 38-06-26-017172-000-01 and 38-06-26-017172-000-00	
Requested Action: Rezoning and Site Plan applications	

I hereby certify that:

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

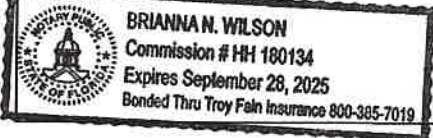
Property owner signature: Joseph B. Wiggins Sr

Printed name: Joseph B. Wiggins Sr

Date: 3/4/22

The foregoing affidavit is acknowledged before me this 4 day of March, 2022, by Joseph B. Wiggins, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Brianna N. Wilson
Signature of Notary Public, State of _____

ORDINANCE NO. O-15-2022

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±2.11 ACRES OF PROPERTY LOCATED ON ROBERTS STREET, IDENTIFIED AS TAX ID NUMBER 017172-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM R-2, MEDIUM DENSITY RESIDENTIAL, TO PUD, PLANNED UNIT DEVELOPMENT KNOWN AS ROBERTS STREET – SOUTH PUD; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City has received a request to rezone the subject parcel from R-2 Medium Density Residential to PUD, Planned Unit Development 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 April 26, 2022 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 May 17, 2022 and June 7, 2022 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 Medium Density Residential) to Planned Unit Development (PUD).

Tax Parcel ID# 38-06-26-017172-000-00, in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

Section 2. Ordinance to be Construed Liberally. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best

interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

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

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

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

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 17TH DAY OF MAY 2022.

CITY OF GREEN COVE SPRINGS, FLORIDA

Matthew Johnson, 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 7TH DAY OF JUNE 2022.

CITY OF GREEN COVE SPRINGS, FLORIDA

Matthew Johnson, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session

MEETING DATE: June 21, 2022

FROM: Chief Guzman

SUBJECT: City Council approval of Mutual Aid Agreements between the Green Cove Springs Police Department and the Putnam County Sheriff's Office. *Chief Guzman*

BACKGROUND

.

FISCAL IMPACT

NA

RECOMMENDATION

City Council approval of the Mutual Aid Agreements with the Putnam County Sherriff's Department.

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS THE UNDERSIGNED LAW ENFORCEMENT AGENCIES AS LISTED ARE SO LOCATED IN RELATION TO EACH OTHER THAT IT IS TO THE ADVANTAGE OF EACH TO RECEIVE AND EXTEND MUTUAL AID IN THE FORM OF LAW ENFORCEMENT SERVICES AND RESOURCES TO ADEQUATELY RESPOND TO:

- (1) CONTINUING, MULTI-JURISDICTIONAL CRIMINAL ACTIVITY, SO AS TO PROTECT THE PUBLIC PEACE AND SAFETY, AND PRESERVE THE LIVES AND PROPERTY OF THE CITIZENS; AND,
- (2) INTENSIVE SITUATIONS, INCLUDING, BUT NOT LIMITED TO, NATURAL, OR MANMADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES; AND,

WHEREAS, THE GREEN COVE SPRINGS POLICE DEPARTMENT, AND THE PUTNAM COUNTY SHERIFF'S OFFICE HAVE THE AUTHORITY UNDER SECTION 23.12, FLORIDA STATUTES, et. seq., THE FLORIDA MUTUAL AID ACT, TO ENTER INTO A COMBINED MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICE WHICH:

- (1) PERMITS VOLUNTARY COOPERATION AND ASSISTANCE OF A ROUTINE LAW ENFORCEMENT NATURE ACROSS JURISDICTIONAL LINES; AND,
- (2) PROVIDES FOR RENDERING OF ASSISTANCE IN A LAW ENFORCEMENT EMERGENCY.

NOW, THEREFORE, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

EACH OF THE UNDERSIGNED LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH ANY VIOLATIONS OF FLORIDA STATUTES TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, INVESTIGATING HOMICIDES, SEX OFFENSES, ROBBERIES, BURGLARIES, THEFTS, GAMBLING, MOTOR VEHICLE THEFTS, CONTROLLED SUBSTANCES VIOLATIONS, DUI VIOLATIONS AND WITH BACKUP SERVICES DURING PATROL ACTIVITIES, SCHOOL RESOURCE OFFICERS ON OFFICIAL DUTY OUT OF THEIR JURISDICTION, SCHOOL SAFETY OFFICERS ENFORCING LAWS WITHIN 1000 FEET OF A SCHOOL, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, DEALING WITH CIVIL DISTURBANCES, LAW ENFORCEMENT EMERGENCIES, LARGE PROTEST DEMONSTRATIONS, PRE-PLANNED SPECIAL EVENTS, AIRCRAFT DISASTERS, FIRES, HURRICANES, TORNADOES OR OTHER WEATHER-RELATED CRISES, SPORTING EVENTS, CONCERTS, PARADES, ESCAPES FROM DETENTION FACILITIES, AND INCIDENTS REQUIRING UTILIZATION OF SPECIALIZED UNITS.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE:

IN THE EVENT THAT A PARTY TO THIS AGREEMENT IS IN NEED OF ASSISTANCE AS SET FORTH ABOVE, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY REQUESTING ASSISTANCE SHALL NOTIFY THE AGENCY HEAD OR HIS/HER DESIGNEE FROM WHOM SUCH ASSISTANCE IS REQUESTED. THE AGENCY HEAD OR AUTHORIZED AGENCY REPRESENTATIVE WHOSE ASSISTANCE IS SOUGHT SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY, AND WILL RESPOND IN A MANNER HE/SHE DEEMS APPROPRIATE.

THE AGENCY HEAD IN WHOSE JURISDICTION ASSISTANCE IS BEING RENDERED MAY DETERMINE WHO IS AUTHORIZED TO LEND ASSISTANCE IN HIS/HER JURISDICTION, FOR HOW LONG SUCH ASSISTANCE IS AUTHORIZED AND FOR WHAT PURPOSE SUCH AUTHORITY IS GRANTED. THIS AUTHORITY MAY BE GRANTED EITHER VERBALLY OR IN WRITING AS THE PARTICULAR SITUATION DICTATES.

THE AGENCY HEAD'S DECISION IN THESE MATTERS SHALL BE FINAL.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

THE PERSONNEL AND EQUIPMENT THAT ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE IMMEDIATE COMMAND OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD. SUCH SUPERVISING OFFICER SHALL BE UNDER THE DIRECT SUPERVISION AND COMMAND OF THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE AGENCY REQUESTING ASSISTANCE.

CONFLICTS: WHENEVER AN OFFICER, DEPUTY SHERIFF OR OTHER APPOINTEE IS RENDERING ASSISTANCE PURSUANT TO THIS AGREEMENT, THE OFFICER, DEPUTY SHERIFF OR APPOINTEE SHALL ABIDE BY AND BE SUBJECT TO THE RULES AND REGULATIONS, PERSONNEL POLICIES, GENERAL ORDERS AND STANDARD OPERATING PROCEDURES OF HIS/HER OWN EMPLOYING AGENCY. IF ANY SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR STANDARD OPERATING PROCEDURE IS CONTRADICTED, CONTRAVENED OR OTHERWISE IN CONFLICT WITH A DIRECT ORDER OF A SUPERIOR OFFICER OF THE REQUESTING AGENCY, THEN SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR PROCEDURE SHALL CONTROL AND SHALL SUPERSEDE THE DIRECT ORDER.

HANDLING COMPLAINTS: WHENEVER THERE IS CAUSE TO BELIEVE THAT A COMPLAINT HAS ARISEN AS A RESULT OF A COOPERATIVE EFFORT AS IT MAY PERTAIN TO THIS AGREEMENT, THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE REQUESTING AGENCY SHALL BE RESPONSIBLE FOR THE DOCUMENTATION OF SAID COMPLAINT TO ASCERTAIN AT A MINIMUM:

1. THE IDENTITY OF THE COMPLAINANT.
2. AN ADDRESS WHERE THE COMPLAINING PARTY CAN BE CONTACTED.
3. THE SPECIFIC ALLEGATION.
4. THE IDENTITY OF THE EMPLOYEES ACCUSED WITHOUT REGARDS AS TO AGENCY AFFILIATION.

IF IT IS DETERMINED THAT THE ACCUSED IS AN EMPLOYEE OF THE ASSISTING AGENCY, THE ABOVE INFORMATION, WITH ALL PERTINENT DOCUMENTATION GATHERED DURING THE RECEIPT AND PROCESSING OF THE COMPLAINT, SHALL BE FORWARDED WITHOUT DELAY TO THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE ASSISTING AGENCY FOR ADMINISTRATIVE REVIEW. THE REQUESTING AGENCY MAY CONDUCT A REVIEW OF THE COMPLAINT TO DETERMINE IF ANY FACTUAL BASIS FOR THE COMPLAINT EXISTS AND/OR WHETHER ANY OF THE EMPLOYEES OF THE REQUESTING AGENCY VIOLATED ANY OF THEIR AGENCY'S POLICIES OR PROCEDURES.

SECTION V: LIABILITY

EACH PARTY ENGAGING IN ANY MUTUAL COOPERATION AND ASSISTANCE, PURSUANT TO THIS AGREEMENT, AGREES TO ASSUME RESPONSIBILITY FOR THE ACTS, OMISSIONS, OR CONDUCT OF SUCH PARTY'S OWN EMPLOYEES WHILE ENGAGED IN RENDERING SUCH AID PURSUANT TO THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, WHERE APPLICABLE.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. EMPLOYEES OF THE UNDERSIGNED AGENCIES, WHEN ACTUALLY ENGAGING IN MUTUAL COOPERATION AND ASSISTANCE OUTSIDE OF THEIR JURISDICTIONAL LIMITS BUT INSIDE THIS STATE, UNDER THE TERMS OF THIS AGREEMENT, SHALL, PURSUANT TO THE PROVISIONS OF SECTION 23.127(1), FLORIDA STATUTES, HAVE THE SAME POWERS, DUTIES, RIGHTS, PRIVILEGES AND IMMUNITIES AS IF THE EMPLOYEE WAS PERFORMING DUTIES INSIDE THE EMPLOYEE'S POLITICAL SUBDIVISION IN WHICH NORMALLY EMPLOYED.

b. EACH PARTY AGREES TO FURNISH NECESSARY PERSONNEL, EQUIPMENT, RESOURCES, AND FACILITIES AND TO RENDER SERVICES TO EACH OTHER PARTY TO THE AGREEMENT AS SET FORTH ABOVE, PROVIDED, HOWEVER, THAT NO PARTY SHALL BE REQUIRED TO DEplete UNREASONABLY ITS OWN PERSONNEL, EQUIPMENT, RESOURCES, FACILITIES, AND SERVICES IN FURNISHING SUCH MUTUAL AID.

c. A POLITICAL SUBDIVISION THAT FURNISHES EQUIPMENT PURSUANT TO THIS AGREEMENT MUST BEAR THE COST OF LOSS OR DAMAGE TO THAT EQUIPMENT AND MUST PAY ANY EXPENSE INCURRED IN THE OPERATION AND MAINTENANCE OF THAT EQUIPMENT.

d. THE AGENCY FURNISHING AND PURSUANT TO THIS AGREEMENT SHALL COMPENSATE ITS APPOINTEES/EMPLOYEES DURING THE TIME SUCH AID IS RENDERED AND SHALL DEFRAY THE ACTUAL TRAVEL AND MAINTENANCE EXPENSES OF ITS EMPLOYEES WHILE THEY ARE RENDERING SUCH AID, INCLUDING ANY AMOUNTS PAID OR DUE FOR COMPENSATION DUE TO PERSONAL INJURY OR DEATH WHILE SUCH EMPLOYEES ARE ENGAGED IN RENDERING SUCH AID.

e. THE PRIVILEGES AND IMMUNITIES FROM LIABILITY, EXEMPTION FROM LAWS, ORDINANCES AND RULES, AND ALL PENSION, INSURANCE, RELIEF, DISABILITY, WORKERS' COMPENSATION SALARY, DEATH AND OTHER BENEFITS THAT APPLY TO THE ACTIVITY OF AN EMPLOYEE OF AN AGENCY WHEN PERFORMING THE EMPLOYEE'S DUTIES WITHIN THE TERRITORIAL LIMITS OF THE EMPLOYEE'S AGENCY APPLY TO THE EMPLOYEE TO THE SAME DEGREE, MANNER, AND EXTENT WHILE ENGAGED IN THE PERFORMANCE OF THE EMPLOYEE'S DUTIES EXTRATERRITORIALLY UNDER THE PROVISIONS OF THIS MUTUAL AID AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL APPLY WITH EQUAL EFFECT TO PAID, VOLUNTEER, AND AUXILIARY EMPLOYEES.

f. NOTHING HEREIN SHALL PREVENT THE REQUESTING AGENCY FROM REQUESTING SUPPLEMENTAL APPROPRIATIONS FROM THE GOVERNING AUTHORITY HAVING BUDGETING JURISDICTION TO REIMBURSE THE ASSISTING AGENCY FOR ANY ACTUAL COSTS OR EXPENSES INCURRED BY THE ASSISTING AGENCY PERFORMING HEREUNDER.

g. NOTHING IN THIS AGREEMENT IS INTENDED OR IS TO BE CONSTRUED AS ANY TRANSFER OR CONTRACTING AWAY OF THE POWERS OR FUNCTIONS OF ONE PARTY HERETO TO THE OTHER.

SECTION VII: FORFEITURE PROVISIONS

a. IN THE EVENT AN AGENCY SEIZES ANY REAL PROPERTY, VESSEL, MOTOR VEHICLE, AIRCRAFT, CURRENCY, OR OTHER PROPERTY PURSUANT TO THE FLORIDA CONTRABAND FORFEITURE ACT DURING THE PERFORMANCE OF THIS AGREEMENT, THE AGENCY REQUESTING ASSISTANCE IN THE CASE OF REQUESTED OPERATIONAL ASSISTANCE AND THE SEIZING AGENCY IN THE CASE OF VOLUNTARY COOPERATION SHALL BE RESPONSIBLE FOR MAINTAINING ANY FORFEITURE ACTION PURSUANT TO CHAPTER 932, FLORIDA STATUTES. THE AGENCY PURSUING THE FORFEITURE ACTION SHALL HAVE THE EXCLUSIVE RIGHT TO CONTROL AND THE RESPONSIBILITY TO MAINTAIN THE PROPERTY IN ACCORDANCE WITH CHAPTER 932, FLORIDA STATUTES, TO INCLUDE, BUT NOT BE LIMITED TO, THE COMPLETE DISCRETION TO BRING THE ACTION OR DISMISS THE ACTION.

b. ALL PROCEEDS FROM FORFEITED PROPERTY SEIZED AS A RESULT OF OR IN ACCORDANCE WITH THIS AGREEMENT SHALL BE DIVIDED EQUALLY BETWEEN THE PARTIES ACTUALLY INVOLVED IN THE SPECIFIC ACTION THAT LED TO THE SEIZURE, LESS THE COSTS ASSOCIATED WITH THE FORFEITURE ACTION.

SECTION VIII: EFFECTIVE DATE

THIS AGREEMENT SHALL TAKE EFFECT UNDER EXECUTION AND APPROVAL BY THE HEREINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL TERMINATION BY EITHER PARTY. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

SECTION IX: CANCELLATION

ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT UPON DELIVERY OF WRITTEN NOTICE, WITHIN THIRTY (30) DAYS, TO THE OTHER PARTY. CANCELLATION WILL BE AT THE DIRECTION OF ANY SUBSCRIBING PARTY.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

E.J. Guzman, Chief of Police
City of Green Cove Springs Police Department

Date

Steve Kennedy, City Manager
City of Green Cove Springs, FL

Date

H.D. "Gator" DeLoach, Sheriff
Putnam County Sheriff's Office, FL

Date



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** June 21, 2022

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, and authorization for the mayor to execute, Contract Modification #2, extending the agreement expiration date from April 30, 2022 to September 30, 2022, for Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-294-R, improvements to sewage Lift Station # 303. This project includes 75% grant funding from HMGP. *Scott Schultz*

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 \$171,300.00. The City has received a grant amount of \$109,632, or 75% of the project cost. This project must be complete by December 31, 2021.

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.

Due to labor and supply chain issues the contract will be extended until September 30, 2022.

FISCAL IMPACT

NA

RECOMMENDATION

Approve of, and authorize the mayor to execute, Contract Modification #2, extending the agreement expiration date from April 30, 2022 to September 30, 2022, for Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-294-R, improvements to sewage Lift Station # 303.

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Green Cove Springs
PROJECT #:	4337-294-R
PROJECT TITLE:	City of Green Cove Springs, Lift Station No. 3, Generator
CONTRACT #:	H0376
MODIFICATION #:	2

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Scott Schultz 321 Walnut Street Green Cove Springs, FL 32043

Enclosed is your copy of the proposed contract/modification between **City of Green Cove Springs** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Signed electronic copy
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative
<input type="checkbox"/>	Copy of the organization’s resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
	<input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
	<input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Jenna Hayth on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 792-5269 or email me at Maria.Kimball@em.myflorida.com.

Contract Number: H0376

Project Number: 4337-294-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF GREEN COVE SPRINGS**

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Green Cove Springs ("the Sub-Recipient") to modify Contract Number H0376, dated, June 11, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$116,940.80, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on April 30, 2022; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin June 11, 2020, and shall end September 30, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

- 6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF GREEN COVE SPRINGS

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(2nd Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to a wastewater lift station in Green Cove Springs, Clay County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-294-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Green Cove Springs, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide protection to wastewater Lift Station No. 3, located in Green Cove Springs, Florida 32043. Coordinates: (29.996994, -81.677593).

The HMGP project shall provide protection to the lift station by installing a 100 kW emergency generator package to provide backup power. This generator shall replace the 80 kW generator currently supporting the lift station. The package shall include the generator, fuel tank, switchgear, and telemetry to allow remote monitoring. The electric panel, SCADA, and the pumps in the lift station shall be upgraded as well. In addition, the lift station wet well shall be elevated. The wastewater lift station is considered critical. The generator shall be installed with all necessary accessories for its operation.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure

worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable:

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- g) Verification letter or documentation showing the generator is protected to the 500-year (0.2% annual chance) flood elevation.
- h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than

one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to wastewater Lift Station No. 3, located in Green Cove Springs, Florida, 32043, by installing a 100 kW generator, upgrading monitoring equipment and elevating the wet well.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind

with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project: Executive Order 11988-Floodplains: Generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Sub-Recipient must submit documentation to the Division documenting which protection option was selected.
- 9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - SRMC cannot exceed 5% of the total project costs awarded.

- SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-294-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on September 27, 2019; this Agreement was executed on June 11, 2020; and the Period of Performance for this project shall end on **September 30, 2022**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting:	7 Months
Design / Permitting:	6 Months
Bidding and Contracting:	3 Months
Construction / Installation:	12 Months
State and Local Inspection:	5 Months
Closeout:	3 Months
Total Period of Performance:	36 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$139,200.00	\$89,088.00	\$50,112.00
Labor:	\$32,100.00	\$20,544.00	\$11,556.00
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$171,300.00	\$109,632.00	\$61,668.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$171,300.00	\$109,632.00	\$61,668.00
****SRMC			
SRMC:	\$7,308.80	\$7,308.80	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$7,308.80	\$7,308.80	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$7,308.80 in Federal funding. Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$109,632.00	(64.00%)
Non-Federal Share:	\$61,668.00	(36.00%)
Total Project Cost:	\$171,300.00	(100.00%)
<hr/>		
SRMC (100% Federal)	\$7,308.80	

Proclamation

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government; and is one of the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides a professional and essential link between the citizens, the local governing bodies and intergovernmental agencies at the local, state, and federal levels along with other essential services; and

WHEREAS, the Florida Association of City Clerks (FACC) is the professional membership organization for Florida’s municipal clerks and others who work within the clerk’s office; and

WHEREAS, FACC began in 1972 when its founder, the late Robert N. Clark, CMC, City Clerk of Sunrise, saw the need for an organization to bring together like-minded people to unite the voice of all municipal clerks, to share ideas and to assist one another in the work of municipal government; and

WHEREAS, FACC celebrates its 50th anniversary in 2022, and a golden anniversary is a momentous occasion worthy of commendation and Florida’s cities, towns and villages will all join in observation of this celebratory event; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, FACC is a primary source for the educational programs, seminars, workshops and webinars for educating Florida’s municipal clerks and those who serve in the clerk’s office, and municipal clerks look to FACC to provide the training needed to obtain their Certified Municipal Clerk (CMC) and Master Municipal Clerk (MCM) certifications.

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

- Section 1.** That the City of Green Cove Springs celebrates the 50th anniversary of the Florida Association of City Clerks.
- Section 2.** That FACC is commended for 50 years of excellent service provided to the municipal clerks in the State of Florida.
- Section 3.** A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

DONE AND PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 21ST DAY OF JUNE, 2022.

CITY OF GREEN COVE SPRINGS, FLORIDA

Daniel M. Johnson, Mayor

ATTEST:

Erin West, City Clerk





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** June 21, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to modify the Cured in Place Pipe (CIPP) lining project for Houston Street, approved on November 16, 2021, to Advanced Plumbing Technology (APT), increasing the amount from \$58,123.00 to \$76,078.00 (\$17,005.00).

BACKGROUND

Excerpt from the November 16, 2021 Staff Report:

City staff has identified three (3) crucial areas in need of CIPP repair. The main “trunk” line to lift station #304 totaling 1014 Linear Feet (LF), 292 LF of 8” PVC sewer on Cypress Avenue, and 233 LF of 42” concrete storm water pipe. The City intends to “piggyback” off a contract between APT and the City of Milton, FL. City staff compared other contracts and determined the pricing in, the City of Milton contract to be the most cost effective. Utilizing a contract with predetermined pricing negates the need for the competitive bid process.

After receiving the purchase order in November 2021 APT could not complete the project due to unavailable materials and labor retention issues. By the time APT was able to schedule the project the price had increased significantly from \$58,123.00 to \$76,078.00. Staff solicited quotes from two other contractors, J & H (\$99,150.00) and Insituform (unable to quote). As the repair has reached a point it can no longer be postponed, staff is seeking authorization to complete the project. The other two projects cited above (Cypress Avenue sewer and stormwater) will not be completed as a part of this award.

FISCAL IMPACT

\$76,078.00 to the Wastewater Fund Capital Improvement Program (CIP) Budget 403-3035-5006317.
 \$100,000.00 was budgeted for this project in FY 21

RECOMMENDATION

Approve the modification of the Cured in Place Pipe (CIPP) lining project for Houston Street approved on November 16, 2021 to Advanced Plumbing Technology (APT), increasing the amount from \$58,123.00 to \$76,078.00.

Green Cove Springs, LS 304 SS using ST PETE piggyback Proposal

Proposal Date: May 12, 2022
 Expiration Date: 90 Days from May 12, 2022

Prepared for Green Cove Springs, City of
 Greg Bauer
 GBauer@greencovesprings.com
 9042977500

SERVICE	UNIT PRICE	UNIT	QTY	LINE TOTAL
Standard Mobilization	\$3,500.00		1	\$3,500.00
Flagmen (Per Flagman)	\$50.00		160	\$8,000.00
Maintenance of Traffic is not a line item on the ST Pete contract. Flagmen at an hourly rate is.				
Normal Cleaning 15" and 18" diameter	\$2.00		1014	\$2,028.00
Specialty Cleaning 15" and 18" diameter	\$5.00		1014	\$5,070.00
TV Inspection	\$0.00		1014	\$0.00
TV is included in the lining price per foot				
18" CIPP	\$55.00		1014	\$55,770.00
Service Reconnection	\$900.00		8	\$7,200.00
Bypass Pumping Operation 15"-21" diameter	\$250.00		10	\$2,500.00
Daily Rate				
Bypass Pumping Set Up 15"-21"	\$1.00		10	\$10.00
Total				\$84,078.00

Sincerely,



Mark French
 Business Development Manager
 Advanced Plumbing Technology

Mobile: 352-801-3930
mark@chooseapt.com

Proposal Acceptance for Green Cove Springs, City of

Acceptance Date

General Terms & Conditions: All of APT's General Terms & Conditions are viewable on our website at sewerfix.com/municipal/terms-and-conditions.php



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Special Session **MEETING DATE:** November 16, 2021
FROM: Greg Bauer, Engineering Technician
SUBJECT: City Council approval of three (3) Cured in Place Pipe (CIPP) lining projects to Advanced Plumbing Technology (APT) in an amount not to exceed \$110,183.50.

BACKGROUND

City staff has identified three (3) crucial areas in need of CIPP repair. The main “trunk” line to lift station #304 totaling 1014 Linear Feet (LF), 292 LF of 8” PVC sewer on Cypress Avenue, and 233 LF of 42” concrete storm water pipe. The City intends to “piggyback” off a contract between APT and the City of Milton, FL. City staff compared other contracts and determined the pricing in, the City of Milton contract to be the most cost effective. Utilizing a contract with predetermined pricing negates the need for the competitive bid process.

FISCAL IMPACT

\$66,063.00 to the Wastewater Fund Capital Improvement Program (CIP) Budget

403-3035-5006317

\$44,120.50 to the Stormwater Improvements- Capital Expenses Budget

406-3036-5006307

RECOMMENDATION

Approve three (3) CIPP (Cured in Place Pipe) lining projects to APT (Advanced Plumbing Technology) in an amount not to exceed \$110,183.50.



City of Milton

April 19, 2021

Advanced Pace Technologies
s/b/a Advanced Plumbing Technologies
c/o Taylor Yarkosky
638 E. Highway 50 Suite 4
Clermont, FL 34711

Dear Taylor Yarkosky,

We are happy to inform you that on April 13, 2021 the Milton City Council awarded

Annual Cured In Place Pipe to: Advanced Plumbing Technologies.

1st year will begin April 13, 2021 thru April 12, 2022.

This agreement may be renewed for 4 additional years to a maximum of 5 year.

Attached is the fee schedule submitted in your original proposal, and agreed upon by both parties.

Items needed:

- This form signed acknowledging agreement
- W-9
- Vendor Application (see attached)
- Certificate of Non-Discrimination (see attached)

Sincerely,

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER
P. O. Box 909
Milton, FL 32572
Email: purchasing@myMiltonFlorida.com
Ph: 850-983-5438

Acceptance of Notice

Receipt of the above notice is hereby acknowledged and accepted by: Advanced Pace Technologies, LLC
d/b/a Advanced Plumbing Technology

(company name)

The 19 day of April, 2021

By: Chris Parker

Title: VP of Sales

BIDDER'S DECLARATION

ITB 2021.02 Cured-In-Place Pipe Annual Contract

The firm/bidder understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. That the City of Milton reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. The City of Milton reserves the right to waive any technicalities and formalities in the proposal process.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids from interested parties at its offices located at City Hall, Milton, Florida. Any bid received after the bid deadline will **not** be considered.
7. Bids will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid in which there is an alteration of, or departure from the proposal form hereto attached.
9. The bid will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. Interested Parties shall submit all required forms and information simultaneously with sealed bid. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids.
11. Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
12. **NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
13. The successful bidder will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
 - Certificate of Non-Discrimination
 - W-9 Taxpayer Identification Number
 - Vendor Application

- Certificates for Liability, Vehicle, and Worker’s Comp Insurance.
(City is to be named as additional insured.) Limitations are listed online.
- Prompt Payment Affidavit

14. That they have carefully read and fully understand the full scope of the specifications.
15. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
16. All bidders are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
17. That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance – if required. (A declaration of insurance form must be provided before any work will begin.)
18. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5402, DNobles@MiltonFL.org OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
19. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to bid opening but may not be withdrawn after such date and time.
20. That by submission of this bid the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
21. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid.
22. Recommendations are posted on city web page via agendas prior to award.
23. Any protests are handled per the City’s Purchasing Policy and F.S. 120.57(3).

BIDDER: Advanced Pace Technologies, LLC s/b/a Advanced Plumbing Technology

Company Name

638 E Highway 50 Ste 4, Clermont, FL 34711

Address/City/Zip

352-593-5140 ext. 103

Zoie@chooseapt.com

Phone

Email

Taylor Yarkosky

CEO/Owner

Contact Name

Title


Company Representative Signature

03-08-2021

Date

BID FORM
ITB 2021.02 Cured-In-Place Pipe Annual Contract
Schedule of Prices **Quantities are estimated.
All 49 items are defined at the end of this document.

1	Television Inspection	3,000	LF	\$1.00	\$3,000.00
2	8" CIPP (felt) Mainline Rehabilitation (6.0MM)	100	LF	\$20.00	\$2,000.00
3	10" CIPP (felt) Mainline Rehabilitation (6.0MM)	100	LF	\$25.00	\$2,500.00
4	10" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$25.00	\$2,500.00
5	12" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$30.00	\$3,000.00
6	12" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$30.00	\$3,000.00
7	15" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	\$35.00	\$3,500.00
8	15" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$35.00	\$3,500.00
9	15" CIPP (felt) Mainline Rehabilitation (10.5MM)	350	LF	\$35.00	\$12,250.00
10	18" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	\$45.00	\$4,500.00
11	18" CIPP (felt) Mainline Rehabilitation (12.0MM)	100	LF	\$45.00	\$4,500.00
12	18" CIPP (felt) Mainline Rehabilitation (13.5MM)	381	LF	\$45.00	\$17,145.00
13	21" CIPP (felt) Mainline Rehabilitation (10.5MM)	100	LF	\$55.00	\$5,500.00
14	21" CIPP (felt) Mainline Rehabilitation (13.5MM)	100	LF	\$55.00	\$5,500.00
15	21" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$55.00	\$5,500.00
16	24" CIPP (felt) Mainline Rehabilitation (12.0MM)	100	LF	\$78.00	\$7,800.00
17	24" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$78.00	\$7,800.00
18	24" CIPP (felt) Mainline Rehabilitation (16.5MM)	1200	LF	\$78.00	\$93,600.00
19	30" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	\$108.00	\$10,800.00
20	30" CIPP (felt) Mainline Rehabilitation (18.0MM)	600	LF	\$112.00	\$67,200.00
21	36" CIPP (felt) Mainline Rehabilitation (16.5MM)	100	LF	\$138.00	\$13,800.00
22	36" CIPP (felt) Mainline Rehabilitation (21.0MM)	100	LF	\$145.00	\$14,500.00
23	42" CIPP (felt) Mainline Rehabilitation (19.5MM)	100	LF	\$182.00	\$18,200.00
24	42" CIPP (felt) Mainline Rehabilitation (24.5MM)	100	LF	\$195.00	\$19,500.00
25	48" CIPP (felt) Mainline Rehabilitation (22.5MM)	100	LF	\$228.00	\$22,800.00
26	48" CIPP (felt) Mainline Rehabilitation (28.5MM)	100	LF	\$238.00	\$23,800.00
27	Sanitary Sewer Mainline Cleaning (<=12" dia)	100	LF	\$1.50	\$150.00
28	Sanitary Sewer Mainline Cleaning (>12" - 21" dia)	100	LF	\$3.50	\$350.00
29	Sanitary Sewer Mainline Cleaning (>21" - 24" dia.)	1200	LF	\$3.50	\$4,200.00
30	Sanitary Sewer Mainline Cleaning (>24" - 48" dia.)	1000	LF	\$5.50	\$5,500.00
31	Emergency Mobilization for Work Order	5	EA	\$2,500.00	\$12,500.00
32	Mobilization/Demob for Bypass Pumping (<= 12" dia.)	5	EA	\$100.00	\$500.00
33	Mobilization/Demob for Bypass Pumping (>12" - 21" dia.)	5	EA	\$100.00	\$500.00
34	Mobilization/Demob for Bypass Pumping (> 21" - 24" dia.)	3	EA	\$200.00	\$600.00
35	Mobilization/Demob for Bypass Pumping (> 24" - 48" dia.)	2	EA	\$200.00	\$400.00
36	Sewer Bypass Pumping (<= 12" dia.)	200	HR	\$5.00	\$1,000.00
37	Sewer Bypass Pumping (>12" - 21" dia.)	75	HR	\$5.00	\$375.00
38	Sewer Bypass Pumping (> 21" - 24" dia.)	20	HR	\$10.00	\$200.00
39	Sewer Bypass Pumping (> 24" - 48" dia.)	20	HR	\$10.00	\$200.00
40	Remove Protruding Service	10	EA	\$150.00	\$1,500.00
41	Service Reinstatement	10	EA	\$150.00	\$1,500.00
42	Dye Testing to Locate Active Service Connection	10	EA	\$5.00	\$50.00

Item	Description	Quantity	Unit	Unit Price	Amount
43	Silt Fence for Erosion Control	20	LF	\$1.00	\$20.00
44	Hay Bales for Erosion Control	20	EA	\$7.00	\$140.00
45	Mulching and Grassing for Erosion Control	100	SY	\$2.00	\$200.00
46	Sod	100	SY	\$5.00	\$500.00
47	Remove and Reset Fencing - Chain Link	30	LF	\$2.00	\$60.00
48	Remove and Reset Fencing - Wood Privacy	30	LF	\$2.00	\$60.00
49	Maintenance of Traffic	10	DAY	\$200.00	\$2,000.00

Total Base Bid Amount \$ 410,200.00

License # CGC1524334

Attach list of references (3—5) from last 5 years.

Attach narrative of qualifications.

Acknowledgement of Addendums: 1 (list numbers or N/A)

NOTE: The Quantities listed in this proposal are for determining the low bidder and in no way represent the quantities to be performed in this annual contract. If the unit price bid is considered too costly by the Owner, the Owner may use other resources to perform that item. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed above.

When agreed to by the Contractor and approved by the Owner, the Contract Time may be extended in one-year increments for four (4) additional years for a maximum Contract period of five (5) years. However, no guarantee is implied or expressed that said extension of the Contract Time will be approved after the initial duration of the Contract. At renewals unit prices may be adjusted for cost increase with agreement by both the City and Contractor.

The undersigned agrees to the above terms and conditions.

BIDDER: Advanced Pace Technologies, LLC s/b/a Advanced Plumbing Technology

Company Name

638 E Highway 50 Ste 4, Clermont, FL 34711

Address/City/Zip

407-492-8881

Zoie@chooseapt.com

Phone
Taylor Yarkosky

Email

Contact Name

CEO/Owner

Title

Company Representative Signature

03-08-2021
Date

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS
ITB 2021-02 Cured-In-Place Pipe Annual Contract

A. GENERAL INFORMATION:

The City of Milton is seeking a qualified firm to install cured-in place pipe (CIPP) to rehabilitate existing storm drain and sanitary sewer mains on an as-needed basis throughout the Contract's performance period. There are no predetermined quantities on which to base a fixed amount of work to be performed. The estimated amount for the work under this contract is \$200,000 per year. But that value could be slightly more or much less depending on a variety of factors. The quantities listed in the Schedule of Prices above in no way represent the quantities to be performed in this annual contract. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed in the Schedule of Prices.

B. PROJECT BACKGROUND & PURPOSE:

In the event that any sanitary sewer overflow (SSOs) occurs as a result of Contractor's operations, including but not limited to bypass pumping on flow diversion activities, or any failures therein, Contractor shall be responsible for all cleanup operations required thereby as well as paying all fines and penalties attendant thereto.

1. **Storm Water and sewer bypass pumping/piping:** On projects requiring temporary sewer bypass pumping/piping, it is the Contractor's responsibility to furnish, install, operate, and remove the appropriately sized materials and equipment and employ the site appropriate means and methods by which to complete this task without causing sewer spills, overflows, sewer backup into customers' homes, or service disruptions to CITY OF MILTON sewer customers. Regardless of the means and methods chosen by the Contractor.
2. **CITY OF MILTON Supplied Water for Project Use:** CITY OF MILTON will provide water for sewer cleaning and CIPPL inversion and curing. Prior to use, Contractor must request that Owner place a meter and backflow preventer on a selected hydrant.
3. **Disposal of Debris/Solids Removed from the Sanitary Sewer:** Disposal of the liquid only from mainline cleaning operations shall be decanted into the sanitary sewer system under the supervision of the Owner. Disposal of the debris/solids removed from the sanitary sewer system shall be made at the City of Milton Wastewater Treatment Plant on Municipal Drive, Milton.
4. All proposed products not specifically indicated herein must be pre-approved by the Public Works prior to opening of bids by the City of Milton. Proposed products shall be submitted to the Public Works for review no later than two weeks prior to the bid date listed in the Invitation to Bid. Proposed products submitted for review after that date will not be accepted.
5. The CONTRACTOR shall submit proof of experience with the proposed product being installed in similar size and installation conditions of this project to the OWNER for review during evaluation of products.

6. The CONTRACTOR shall employ an experienced crew using the same product and installation conditions of this project for all work being performed under this contract. The OWNER reserves the right to review the experience of the proposed crew during evaluation of bids.
7. The required work shall be issued to the Contractor from the Owner periodically as work orders identifying specific individual storm drain and sanitary sewer main segments to be rehabilitated along with storm drain and sanitary sewer system maps identifying the locations of the pipe segments. Generally, the value of work required per work order shall be no less than \$20,000 as based on the unit prices on the Contractor's Schedule of Prices. However, the Owner may also provide work orders requiring less than \$10,000 of work for emergency situations requiring immediate rehabilitation work. There may be months when no work order is provided.
8. The work orders may or may not include work in the same geographic area. The Contractor shall complete each work order in its entirety to the Owner's satisfaction before a new work order will be provided by the Owner. The Owner may identify priority items of work on each work order. The Contractor shall complete all priority items prior to beginning other items of work on a work order.
9. SPECIAL CONDITIONS:
 - Works may include information obtained from the Owner's records regarding existing pipe materials, diameters, and locations. Should variances to the condition of existing pipe materials be discovered during construction, the Owner reserves the right to revise the rehabilitation limits and/or methods proposed. Should deteriorated piping be discovered that is not suitable for rehabilitation, the Contractor shall identify such piping to the Owner and said piping may be replaced under another contract. Performing point repairs is not a part of this contract. When the Contractor determines a main cannot be rehabilitated due to misaligned joints or other defects that would normally require a point repair, the Contractor shall inform the Owner of the defect.
 - The Owner will perform the needed point repair in-house or through another contract. The Owner desires to have the required work completed as soon as possible following award of the Contract and issuance of a work order. The Contractor shall consider this schedule requirement when submitting proposals.
10. **Non-Emergency Work Orders:** The Contractor shall be given twenty-one (21) calendar days to begin work on each work order after the date on which said work order is issued to the Contractor. Actual Contract time requirements will be prorated based on the total amount of work to be performed in each work order. The Contractor shall achieve Substantial Completion of the listed work no later than twenty-one (21) calendar days for each \$20,000.00 of work required in the work order, rounded up to the nearest whole day. The Contractor shall achieve Final Completion no later than three (3) calendar days after Substantial Completion. For example, if the Contractor is given a work order to perform \$150,000 of work, Substantial Completion shall occur no later than fifty-three (53) calendar

days from issuance of the work order calculated as follows: 21 days to begin plus 21 days per \$100,000 ($\$150,000/\$100,000 \times 21 \text{ days} = 31.5 \text{ days} \approx 32 \text{ days}$). Any requests for time extension must be made to the Owner through the Public Works at the time of the delay. The Contractor shall provide two or more crews when required to complete the work provided in each work order in the above timeframe. Should the Contractor not respond in the time required, the Owner may elect to terminate the contract or have the work performed by others.

11. **Emergency Work Orders:** The Contractor shall mobilization and begin work within twenty-four (24) hours of being notified by the Owner. The Contractor shall make an earnest effort to begin and complete the required work as quickly as possible. The Contractor shall work in consecutive calendar days, including weekends and holidays, from the day the request is made until the required work is completed. Bid Item 31: Emergency Mobilization for Work Order, is provided to compensate the contractor for emergency work orders.
12. If the Contractor must remove and reset fencing to access sanitary sewer manholes requiring work, removal and resetting of fencing will be based upon the unit price bid per linear footage (LF) of various types of fencing removed and reset. Measurement will be made only for the length authorized by the OWNER to be removed and reset. Posts, fencing or other materials, lost, damaged, or destroyed by the Contractor's operations shall be replaced with new material of the same type that existed prior to removal at the Contractor's expense. Fences that are removed and authorized by the Owner not to be reset will not be paid for.
13. When necessary to allow CIPP installation to storm drain and sanitary sewer mains adjacent to manholes receiving force main discharge, the Contractor shall coordinate manual operation of lift stations with OWNER. Only CITY OF MILTON personnel will be permitted to operate lift stations. A minimum of 48 hour written notice (not including weekends and holidays) shall be given to OWNER.
14. The Contractor shall also provide the Owner with a list of (24/7) emergency and non-business hour telephone numbers for principal staff of this project.
15. Prior to start of construction of each work order, the Contractor shall prepare and submit for approval to the Owner a copy of the proposed sequence of construction operations for the required work. A sequence of operations must be approved by the Owner prior to the beginning of construction work.
16. The Contractor shall maintain prominent and clear labeling of its company name and its local phone number on a minimum of one (1) vehicle on the project site at all times during construction activities.
17. The Contractor shall restore all broken mitered pipe ends, concrete swales, and other items to their original or better condition when damaged by the Contractor's operations. Unless specifically approved by the Public Works, these costs will be the responsibility of the Contractor. Therefore, the Contractor is responsible for documenting the pre-construction condition of all workareas.

18. OWNER will issue final acceptance of each individual work order once the work called for have been completed and the storm drain, and sewer system is operational. Final acceptance will be contingent on the acceptable restoration of all areas disturbed during construction. OWNER will also require the Contractor to provide his written warranty and Contractor's Final Affidavit. Upon final payment to the Contractor by the Owner, the Contractor's warranty period will begin for the work completed under that work order.
19. Each lump sum and unit bid price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
20. The CONTRACTOR shall receive and accept the compensation provided in the Schedule of Prices and the Contract as full payment for furnishing all materials, labor, tools, and equipment for performing all operations necessary to complete the Work under the Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from any discrepancy between the actual quantities of Work and quantities herein estimated by the PUBLIC WORKS, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until final acceptance by the OWNER.
21. The prices stated in the Schedule of Prices include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the Drawings and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Schedule of Prices shall be in accordance with the description of that item in this Section.
22. The CONTRACTOR'S attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost for any item of Work has not been defined by a Schedule of Prices payment item, he shall include the cost for that Work in some other applicable bid item, so that his Proposal for the project reflects his total price for completing the Work in its entirety.
23. The cost of dewatering, safety, regulatory compliance, maintenance of traffic, restoration, environmental protection including construction entrances, testing, television inspection, and other work not specified but required to complete the Work as necessary will not be separately paid for but shall be considered as incidental to other bid items and included in the prices bid for them.
24. MEASUREMENT & PAYMENT, ADJUSTMENT OF UNIT PRICES FOR INCREASE OR DECREASE OF ESTIMATED QUANTITIES OR OF ITEMS OF WORK. Due to the nature of an annual contract, the actual quantities required cannot be predetermined. Adjustment of unit prices will not be allowed regardless if a pay item is not used or used excessively
25. ALTERATIONS. Works may include information obtained from the Owner's records regarding existing pipe materials, diameters, and locations. Should variances to the condition of existing pipe materials be discovered during construction, the Owner

reserves the right to revise the rehabilitation limits and/or methods proposed. Any such changes will not result in an adjustment to the bid prices.

26. RELATED PROVISIONS Payments to CONTRACTOR: Refer to the Agreement. Changes in Contract Price: Refer to the agreement.

27. REMOVAL OF PROTRUDING SERVICE CONNECTIONS

General – Description – Precautions

- Furnish all equipment, labor, tools, materials, and incidentals necessary to internally remove portions of service connections protruding into the sewer main.
- Ensure that the sewer is clean of all dirt and debris following removal of protruding service connections.
- Maintain wastewater flows, including bypass pumping, as required at all times during the performance of the Work.
- Television Inspection.
- Cleaning of Sewers.
- Take precautions to protect sewer mains and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment.
- When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property.
- Do not allow the sewer to fill with sewage above the crown of any pipe, or beyond any elevation below the crown that could cause overflow of sewage into area waterways, homes, or buildings or onto the ground.

Products - Equipment

- Remove the service connection with an internal, remote-controlled intruding pipe remover. Excavation and replacement of the protruding service connection will not be allowed unless specifically indicated on the Drawings.
- The equipment shall be capable of cutting concrete, poly-vinyl chloride pipe, vitrified clay pipe, or other materials commonly used for pipe construction with the exception of cast iron or steel.
- Pull the equipment through the sewer using winches and a cable set up between adjacent manholes.
- If necessary, position the equipment using a CCTV camera in conjunction with the cutter assembly.

Execution - Performance

- Remove the protruding service connection to the point where it is flush with the inside wall of the sewer main.
- Remove protruding service lateral prior to the Post-construction TV Inspection specified in Section 02651, Television Inspection.
- Protect existing sewer lines and service connections from damage caused by improper use of the equipment.
- As directed by the PUBLIC WORKS, immediately repair damage to a sewer or service connection caused by removal of a protruding service at no additional

compensation.

- Remove all dirt and debris from the sewer following completion of protruding service connection removal in that reach.

28. BID ITEMS DEFINED (49 items listed on bid sheet)

a. Bid Item 1: Television Inspection

- **Measurement:** The quantity for this Item shall be the linear feet of storm drain and sewer pipe internal television inspected measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipe inspected.
- **Payment:** The unit price for this Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals to perform all aspect of the internal television inspection of the sanitary sewer mains. The television inspection shall be performed to indicate both pre-construction conditions and post-construction conditions. Payment per linear foot for this item is one time per line segment. Payment for cleaning of the existing sewer mains shall be made under bid items 27 thru 30. Each service connection shall be video inspected from within the main using a pan and tilt camera head so that the camera can video the interior of the lateral at the connection. The pre-rehabilitation and post-rehabilitation video shall be provided together so that the post-rehab footage will directly follow the pre-rehab footage for each segment of main rehabilitated. Sewer main segments determined from pre-rehab video as not needing lining shall be on a separate recording from those mains lined. All video work shall be performed in accordance with Section 02651 Television Inspection, included herein. The unit price bid for this item shall include all reporting and video recording requirements.

b. Bid Items 2 thru 26: CIPP Mainline Rehabilitation

- **Measurement:** The quantity for these Items shall be the linear feet of various diameter sewer pipe lined with CIPP felt liner of various thicknesses measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipe lined.
- **Payment:** The unit price for these Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals, for all aspects of installing CIPP in existing sanitary sewer piping, whose condition is classified as fully deteriorated. Payment for this item shall include tie-ins of the CIPP to existing manholes and debris, sand, roots etc. regardless of the severity of debris/sand/roots present. The unit price bid for this item shall include removal of the debris at the downstream manhole and incidentals necessary to restore the main to its capacity. Payment for storm water and sanitary sewer mainline cleaning shall be once per mainline. Disposal of the debris/sand removed from the storm water and sanitary sewer system as required to perform cleaning shall be considered a subsidiary obligation of this item of work. All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein.

- c. **Bid Items 27 thru 30: Sanitary Sewer Mainline Cleaning**
- Measurement: The quantity for these Items shall be the linear feet of various diameter storm water and sewer pipe cleaned measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipelined.
 - Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of cleaning various diameter storm water and sanitary sewer mains to remove debris, sand, roots etc. regardless of the severity of debris/sand/roots present. The unit price bid for this item shall include removal of the debris at the downstream manhole and incidentals necessary to restore the main to its capacity. Payment for storm water and sanitary sewer mainline cleaning shall be once per mainline. Disposal of the debris/sand removed from the storm water and sanitary sewer system as required to perform cleaning shall be considered a subsidiary obligation of this item of work. All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein.
- d. **Bid Item 31: Emergency Mobilization for Work Order**
- Measurement: The quantity for this Item shall be per each emergency response within twenty- four (24) hours of being notified by the Owner.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals required to mobilization and begin work within twenty-four (24) hours of being notified by the Owner. All other bid items shall apply accordingly. The Contractor shall make an earnest effort to begin and complete the required work as quickly as possible. The Contractor shall work in consecutive calendar days, including weekends and holidays, from the day the request is made until the required work is completed.
- e. **Bid Item 32 thru 35: Mobilization/Demobilization for Sewer Bypass Pumping**
- Measurement: The quantity for these Items shall be mobilization/demobilization for various diameters of storm water and sanitary sewer mains per each work order general vicinity. These items shall include up to 1,200 feet of discharge.
 - Payment: The unit price for these Items shall be a full compensation for mobilizing and demobilizing all personnel, materials, equipment, and incidentals necessary per each work order location to perform bypass pumping for the cleaning and lining of storm water and sewer mains and rehabilitating manholes. The unit price bid for these items shall be once per work order location requiring bypassing regardless of the number of setups and regardless if the cleaning and lining is performed at separate times. The unit price bid for these items shall include up to 1,200 feet of discharge. If more than 1,200 feet of discharge is required a price will be negotiated for the additional footage. These pay items are in addition to Pay Item Sewer Bypass Pumping.
- f. **Bid Items 36 thru 39: Sewer Bypass Pumping**
- Measurement: The quantity for these Items shall be per hour of bypass pumping of various diameters of sanitary sewer mains. Bypass time shall begin

when the sewer main flow is diverted through the pump to a downstream manhole and ends when the sewer main flow returns to the storm water and sanitary sewer main.

- Payment: The unit price for these Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to bypass the existing storm water and sanitary sewer mainline of various sizes for one (1) hour to perform the required work. When bypassing sewer mains > 24" - 48", the contractor shall provide a person on site (24/7) throughout the bypassing operation to monitor the flow.

g. Bid Item 40: Remove Protruding Service

- Measurement: The quantity for this Item shall be the number of protruding laterals removed.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of removing protruding service laterals to be flush with the existing sewer main to allow for installation of CIPP. The service shall be trimmed in a manner that will not damage the service beyond the main and will not create a condition allowing groundwater infiltration at that service connection.

h. Bid Item 41: Service Reinstatement

- Measurement: The quantity for this Item shall be the number of active lateral taps and drop connections reinstated through the new cured-in-place pipe liner.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of reinstatement of lateral and drop connections as specified and shown. No payment shall be made for the reinstatement of capped tap connections.

i. Bid Item 42: Dye Testing to Locate Active Service Connection

- Measurement: The quantity for this Item shall be per each property containing a building requiring a dye test to locate the lateral.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to perform dye testing at one (1) property parcel containing a home or business as necessary to determine the location of the active service connection serving said property. In general, each property parcel shall have only one (1) service connection. Properties having more than one active connection shall immediately be brought to the attention of the Owner. Payment for this item shall include coordination of dye testing with businesses or homes, coordination of dye testing with the Owner's project representative, and television inspection as necessary to determine the location of the active service connection. Payment for reinstatement of the active service connection will be at the unit price bid.

j. Bid Item 43: Silt Fence for Erosion Control

- Measurement: The quantity for this Item shall be linear foot of silt fence installed for erosion control.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one linear foot of silt fence for erosion control as per Florida

Stormwater Erosion and Sedimentation Control Inspector's Manual, Chapter 4.

- k. Bid Item 44: Hay Bales for Erosion Control**
- Measurement: The quantity for this Item shall be per each hay bale installed for erosion control.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain each hay bale for erosion control as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual, Chapter 4.
- l. Bid Item 45: Mulching and Grassing for Erosion Control**
- Measurement: The quantity for this Item shall be per square yard of mulching and grassing installed for erosion control.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one square yard of mulching and grassing for erosion control.
- m. Bid Item 46: Sod**
- Measurement: The quantity for this Item shall be square yard of sod installed.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one square yard of sod to match the existing grassing.
- n. Bid Item 47: Remove and Reset Fencing-Chain Link**
- Measurement: The quantity for this Item shall be linear foot of existing chain link fence (Up to 8 feet in height) removed and reset for access to perform the required rehabilitation.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to remove and reset the existing chain link fence to allow for access to the existing manholes to perform the required rehabilitation.
- o. Bid Item 48: Remove and Reset Fencing-Wood Privacy**
- Measurement: The quantity for this Item shall be linear foot of existing wood privacy fence (Up to 8 feet in height) removed and reset for access to perform the required rehabilitation.
 - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to remove and reset the existing wood privacy fence to allow for access to the existing manholes to perform the required rehabilitation.
- p. Bid Item 49: Maintenance of Traffic**
- Measurement: The quantity for this Item shall be for all items necessary for a complete traffic maintenance system for each day (24hour period) that traffic control measures are necessary in addition to cones and flagmen.
 - Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of developing, implementing, and maintaining the necessary traffic maintenance beyond the typical cones and flagmen to allow for the cleaning, television inspection and CIPPL of the storm water and sanitary sewer mains for each day (24-hour period)

requiring traffic maintenance measures issued in a work order. All maintenance of traffic shall be performed in accordance with state and local authorities. The use of only cones and flagmen for maintenance of traffic shall be considered incidental to the television inspection.

C. INSURANCE REQUIREMENTS:

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

1. Commercial General Liability - ISO CG 001 Form or equivalent.

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➤ Each Accident	\$100,000
➤ Disease-Each Employee	\$500,000
➤ Disease-Policy Limit	\$100,000

D. MODIFICATIONS:

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes this this contract necessary.

E. TERMINATION:

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.



City of Milton

DRUG-FREE WORKPLACE (F.S. 287.087)

Preference to businesses with drug-free workplace programs.—Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Vendor Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology Date: 03-08-2021

We have a drug-free workplace program. yes; or no (check one)

Vendor's Signature [Signature]



City of Milton

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of Milton, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES

NO

NAME(S)

POSITION(S)

Advanced Pace Technologies, LLC
d/b/a Advanced Plumbing Technology

Firm Name

By (Signature):

638 E Highway 50 Ste 4, Clermont, FL 34711

Address

E-Mail: Zoie@chooseapt.com

Taylor Yarkosky

By (Printed):

CEO/Owner

Title

407-492-8881

Phone No.



City of Milton

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Lake

Taylor Yarkosky

Owner, Partner or Officer of Firm

Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology, 638 E. Highway 50, Suite 4 Clermont, FL 34711

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Milton or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

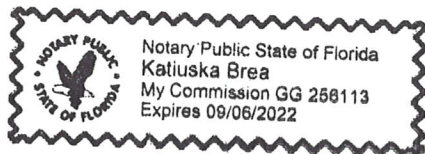
FIRM NAME: Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

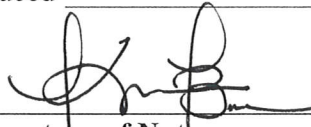
SIGNATURE: 

TITLE: Taylor Yarkosky- CEO/Owner

The foregoing instrument was acknowledged before me this 8th day of March, 2021 by the above signed acting on behalf of the organization/company. ~~He/she is personally known~~ to me or has produced _____ as identification and did (did not) take an oath.

SEAL




Signature of Notary

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

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

1. This sworn statement is submitted to City of Milton

By Taylor Yarkosky

(print this individual's name and title)

for Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

(print name of entity submitting statements)

whose business address is 638 E. Highway 50, Suite 4, Clermont, FL 34711

and if applicable whose Federal Employer Identification Number (FEIN) is 81-2375756

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

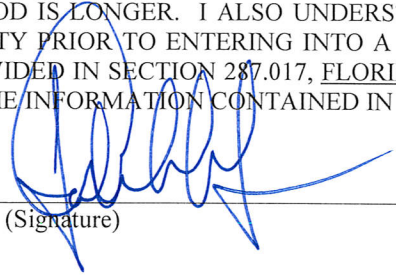
2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of 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 adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. 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, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

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 within the past 36 months. AND (Please indicate which additional statement applies).

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or 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 within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is 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 THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. 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)

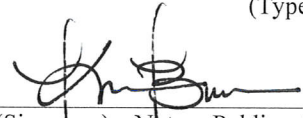
City of Clermont

STATE OF FLORIDA

Sworn and subscribed before me this 8th day of March, 2001 by

Taylor Yarkosky who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)


(Signature) Notary Public—State of Florida



Katuska Brea
(Printed, typed or stamped commissioned name of notary public)

My commission expires 09-06-2022 (SEAL)



CERTIFICATE OF LIABILITY INSURANCE

Item #8.

DATE (MM/DD/YYYY)
02/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jackson Insurance Agency 2075 West 76th St Hialeah FL 33016		CONTACT NAME: Maria Benitez PHONE (A/C, No., Ext): (305) 824-3464 E-MAIL ADDRESS: mbenitez@jacksonagency.com		FAX (A/C, No): (305) 822-8535	
INSURED Advanced Pace Technologies, LLC DBA: Advanced Plumbing Technologies LLC and APT Property Services LLC 638 E Highway 50 Ste 4 Clermont FL 34711		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Wilshire Insurance Co.		13234	
		INSURER B: Ascendant Insurance Co.			
		INSURER C: GuideOne National Insurance Company			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** Advance Pace **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BRK0000221 01	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA-53081-0	08/05/2020	08/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Col Deductible \$ 500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL00018900	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution & Environment Liability			ENV562004263-00	02/11/2021	02/11/2022	Aggregate 2,000,000 Each Pollution Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate is solely for the use as "Evidence of Insurance"

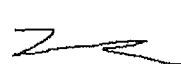
CERTIFICATE HOLDER

CANCELLATION

Blank space for Certificate Holder information.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME:														
	PHONE: (800) 277-1620 X 4800	FAX: (727) 797-0704													
	E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURERS(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Frank Winston Crum Insurance Company</td> <td>11600</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURERS(S) AFFORDING COVERAGE	NAIC#	INSURER A: Frank Winston Crum Insurance Company	11600	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															

COVERAGES CERTIFICATE NUMBER: 768215 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE UNIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202100000	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE-EA EMPLOYEE \$1,000,000 E.I. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Effective 12/16/2019, coverage is for 100% of the employees of FrankCrum leased to Advanced Pace Technologies, LLC dba Advanced Plumbing Technology (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER Advanced Plumbing Technology 638 FL-50, Ste. 4 Clermont, FL 34711	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CHICKONSKI, MASON

ADVANCED PACE TECHNOLOGIES, LLC
16054 VETTA DRIVE
MONTVERDE FL 34754

LICENSE NUMBER: CCG1524334

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



City of Milton

Purchasing Department

ITB 2021.02 Cured In Place Pipe ADDENDUM #1 March 4, 2021

1. Could the Owner/Engineer please clarify if this CIPP rehab bid is for storm or sanitary or for both the assets? The measurement and payment section is giving conflicting information. **The contract is for both sewer and storm drain.**
2. If the city plans to rehab storm pipe as well using these said contract pricing, where are the pay items for cleaning storm pipeline segments? Bid items 27 to 30 are for sanitary pipeline. **Items 27 through 30 shall be Main Line cleaning for sewer and storm drain.**
3. In regards to sanitary pipe cleaning bid items 27-30, could the Owner/Engineer please clarify if any of the cleaning will involve tuberculation removal? If yes, then please add pay items for Tuberculation removal per pipe size range? **No, it does involve tuberculation.**
4. In regards to storm pipe cleaning, could the Owner/Engineer please clarify if they anticipate any barnacle removal? If yes, then please add pay items for barnacle removal per pipe size range? **No, it does not include barnacle removal.**
5. In regards to Bid Item 32 thru 35, the measurement and payment says "The unit price bid for these items shall be once per work order location requiring bypassing regardless of the number of setups and regardless if the cleaning and lining is performed at separate times", this statement is fair when the Work Order is for one location which requires one bypass setup. The same statement will undermine the contractor and open to huge financial risk, if in case there is one Work Order which has multiple locations with multiple segments needing bypass. Could the Owner/Engineer please consider re wording it to "to be paid per setup"? **The work order will be for one location.**
6. In reference to protruding laterals removal, the specs mention "The service shall be trimmed in a manner that will not damage the service beyond the main and will not create a condition allowing groundwater infiltration at that service connection", if in case the laterals are already leaking will the contractor be required to grout the lateral connection? If yes, as this is unknown please add a pay item for grouting lateral on as needed basis. **You will not be responsible for any leaks Pryor to any work being done.**
7. In reference to Bid Item 49 - Maintenance of Traffic, under measurement and payment each day is defined by as 24 hrs., Could the Owner/Engineer please clarify if the contractor needs traffic control measures during normal working hours (8-12

hrs) and does not needs traffic control for full 24 hrs, how will he be compensated by the day or by the hour? *As long as the road can be reopened to normal flow of traffic, traffic control will only be needed during working hours.*

- 8. Could the Owner/Engineer please share previous detailed bid tabulations of similar project scope? *This is the first contract for this type of work do not have any bid tabs of previous work history.*
- 9. Could the Owner/Engineer please share a summary of purchase orders history released in pervious year annual contract of similar scope? *Same answer as question number 8.*
- 10. Can I request the previous bid tabulations for this subject bid? *Same answer as question number 8.*
- 11. Can we get a copy of the two additional sections referenced in the bid language?
 - a. **Section 28.A** for Bid Item 1 TV Inspection states... *"All video work shall be performed in accordance with Section 02651 Television Inspection, included herein. The unit price bid for this item shall include all reporting and video recording requirements."* I cannot find this section within the actual bid documents.
Section 02651 information is attached.
 - b. **Section 28.B** for Bid Items 2 through 26 it states... *"All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein."* Same as above, I cannot find this section within the actual bid documents and there are no supplemental attachments in the link.
Section 02760 information is attached.

End of Addendum #1

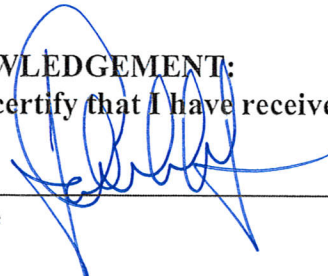
The information given in this addendum is in addition to or supersedes conflicting information in the invitation to bid and is hereby made a part of the request.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BID.

ACKNOWLEDGEMENT:

I hereby certify that I have received the above addendum:



 Signature

03-08-2021

 Date

THIS ACKNOWLEDGEMENT MUST BE RETURNED WITH BID/PROPOSAL PACKAGE.

Section 02651 - Television Inspection

PART 1: General

1.1 *Description* – Provide all labor, materials, tools, equipment and incidentals as shown, specified, and required to perform television (TV) inspection of existing, new and rehabilitated piping including sewer mains and sewer lateral connections.

1.2 *Definitions* –

1.2.1 *Pre-Construction Inspection* – TV inspection of sewers and storm drains to ascertain that the condition of the pipe meets acceptable standards for the proposed rehabilitation.

1.2.2 *Post-Construction Inspection* – TV inspection of repaired or rehabilitated sewer mains and storm drains.

1.3 *Requirements* – The Contractor shall be aware that this Contract requires work in active sewers and shall follow all federal, state and local requirements for safety in confined spaces.

1.4 *Performance Requirements* –

1.4.1 Inspection shall be performed by a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) certified operator and shall meet the coding and reporting standards and guidelines as set by PACP. All report annotations, pipe conditions and pipe defects shall be identified properly using PACP codes as defined by PACP, and severity ratings shall be calculated according to PACP.

1.4.2 Quality of inspection recording shall be acceptable to CITY when viewed on a standard computer monitor.

1.5 *Submittals* –

1.5.1 CCTV equipment, including make, model, age of video systems and tractors, and documentation that CCTV software is PACP v4.2 -certified.

1.6 *Reference Standards* – NASSCO prepared Pipeline Assessment and Certification Program, Second Edition Reference Manual, 2001. This manual includes a standard TV inspection form and sewer condition codes.

PART 2: Products

2.1 *Television Equipment* –

2.1.1 *Closed Circuit TV Equipment* – Select and use closed-circuit television equipment that will produce a color recording. The camera and video system components shall have the following properties:

2.1.1.1 Equipped with footage counter accurate to two tenths of a foot that displays on the TV monitor the exact distance of the camera from the starting point of the recording.

2.1.1.2 Lighting system that allows the features and condition of the pipe to be clearly seen. Lighting shall not cause shadows or loss of color within the field of view of the camera.

2.1.1.3 Capable of operating in 100 percent humidity conditions.

2.1.1.4 Capable of producing a minimum 470 lines of vertical resolution color video picture. Picture quality and definition shall be to the satisfaction of the Engineer.

2.1.2 *Pipe Inspection Camera* – The pipe inspection camera and video components shall have the following additional properties:

2.1.2.1 Capable of producing a video recording using a pan-and-tilt, radial viewing, pipe inspection camera that pans ± 275 degrees and rotates 360 degrees.

2.1.2.2 Camera height adjustment so that the camera lens is always centered at one-half The inside diameter, or higher, in the pipe being televised.

2.1.2.3 Include a reflector in front of the camera if necessary to provide acceptable video image quality in large diameter pipe.

2.1.3 *TV Studio* – TV studio is to be contained in an enclosed truck, trailer or van. It shall have room and seating for the operator and the City Employee and also room for at least one standing visitor with the doors closed. The studio shall have air conditioning and heating.

Normal operation of all equipment, including the TV camera, monitor, and winches is to be from a control panel in the studio.

2.1.4 *Recording* – All recordings are to be in digital format.

2.1.4.1 *Image Capture* – Digitized picture images shall be stored and be exportable as JPEG formats.

2.1.4.2 *Video Capture* – Full time live video and audio files shall be captured for each pipe segment and lateral inspected. The files shall be delivered in MPEG format on a USB 2.0 external hard drive and viewable at real time and fast forward speeds on an external personal computer that utilizes MicroSoft Media Player, version 9.0. Alternate digital formats will not be accepted unless approved by the CITY in advance of submittal. The video shall have a minimum resolution of 640 pixels (x) by 480 pixels (y) and an encoded frame rate of 29.97 frames per second. System shall perform an automatic disk image/file naming structure to allow saved video/data sections to be “Burned” to digital format. It shall have the capability of “burning” a minimum of 120 minutes of recording to the DVDR media. The video recording shall be free of electrical interference and shall produce a clear and stable image. The audio recording shall be sufficiently free of background and electrical noise as to produce an oral report that is clear and discernable. The digital recordings and inspection data shall be cross-referenced to allow instant access to any point of interest within the digital recording.

PART 3: Execution

3.1 *Television Inspection* –

3.1.1 Prior to TV inspection, clean sewer lines, storm drain, and manholes. Re-clean any sewer line or manhole found to be dirty during the TV inspection process.

3.1.2 Perform Post-construction Inspections of cured-in-place mainline liners no sooner than 30 days after the completion of the lining work.

3.1.3 Televiser the sewer and storm drain line to document the condition of the line. Notify the CITY 48 hours in advance of any TV inspection so that the CITY may observe inspection operations. Provide a color recording showing the completed Work.

3.1.4 For mainline sewer and storm drain inspections, inspections shall be from center of the starting manhole

to

the center of the ending manhole. Record the condition of the entire circumference of the pipe penetration. Measure distances along the pipe from the center of the upstream manhole.

3.1.5 Prior to recording the location of defects, construction features and service connections, remove slack in the cable of the television inspection camera to ensure metering device is designating proper footage. Check accuracy of the measurement meters daily by use of a walking meter, roll-a-tape, or other suitable device.

3.1.6 Perform the preset before starting to record the inspection (i.e. the counter should not suddenly reset or jump during the recording). If a preset point on the CCTV cable is used to set the counter, Contractor shall back up the camera after setting the preset and record the entry to the pipe.

3.1.7 Center the camera in the middle of the pipe.

3.1.8 Move the camera through the line (in the downstream direction whenever possible) at a uniform rate not to exceed 30 feet per minute.

3.1.9 Stop at every joint for three seconds. When infiltration or other defects are evident, use pan and tilt to document pipe condition. Stop elsewhere when necessary to ensure proper documentation of the sewer's condition.

3.1.10 Stop at every lateral connection. Center the camera so that the lighting and the pan and tilt view can be used to inspect as far into the lateral connection as possible. Pan the circumference of the tap, recording all defects found in the service connection. Where lateral flow is observed, observe flows from service connections for approximately two

minutes to ascertain if the flow is sanitary or extraneous flow. The video recording may be paused during observation. Record results of the flow observed on video recording and inspection logs.

3.1.11 Capture color still shots of video recordings for all defects encountered.

3.1.12 Use manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer and storm drain conditions to move the camera through the sewer and storm drain lines.

3.1.13 TV inspection recordings shall be continuous for each pipe segment.

3.1.14 Adjust light levels, clean fouled or fogged lens, and allow vapor to dissipate from camera lights in order to produce acceptable recordings. All TV inspection recordings that do not meet the specified requirements shall be retelevised at no additional cost to the Owner.

3.2 Flow Control –

3.2.1 Adequately control the flow in the section being televised. Plugging or bypassing of the flows may be used to accomplish this. Recordings made where the depths of wastewater flow shown below are exceeded will be rejected:

Flow Control During Television Inspection

Pipe Diameter (Inches) 6-10 / Depth of Flow (% of Pipe Diameter) 10

Pipe Diameter (Inches) 12-24 / Depth of Flow (% of Pipe Diameter) 15

Pipe Diameter (Inches) Over 24 / Depth of Flow (% of Pipe Diameter) 20

3.2.2 Whenever flows in a sewer line or storm drain are blocked, plugged, pumped, or bypassed, take sufficient precautions to protect the sewer and storm drain lines from damage that might be inflicted by excess water surcharging. Further, take precautions to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers or storm drain involved. No overflows are permitted. The Contractor is responsible for all damages.

3.2.3 Contractor is responsible for all damages to Contractor owned and operated equipment, Owner facilities, and privately owned facilities caused by malfunction of plugs, pumps or other Contractor equipment. In the event of a failure or malfunction of Contractor equipment, Contractor is responsible for all work necessary to restore facilities to preconstruction condition including but not limited to excavation and restoration of sewer lines and roadways required to retrieve malfunctioning or stuck cameras, plugs and hoses.

3.2.4 It is anticipated that portions of the sanitary sewer are bowed or bellied and as a result the camera will be submerged. Wherever the camera encounters a submerged condition, or where the wastewater flow depth exceeds the maximum allowable, reduce the flow depth to an acceptable level by performing the survey TV inspection during minimum flow hours, or by pulling a camera with swab, high-velocity jet nozzle or other acceptable dewatering device. Recordings made while floating the camera are not acceptable unless approved by Engineer.

3.3 *Passage of TV Camera* – If during TV inspection of a pipe segment the camera is unable to pass an obstruction even though flow is unobstructed, televise the pipe segment from the opposite direction in order to obtain a complete recording of the line. Measure the distance between the manholes (centerline to centerline) with a tape or wheel to accurately determine the total length of the manhole segment.

3.4 *Inspection Deliverables* –

3.4.1 *Written Inspection Reports* – Provide printed location records to clearly identify the location of each defect, or lateral connection, in relation to adjacent manholes, using a standard stationing system zeroed on the upstream manhole. Record all information requested using proper NASSCO PACP defect codes. The reports shall include at least the minimum amount of information required by PACP, including required PACP header information. Color still shot images of all defects encountered shall be included with each pipe segment.

3.4.2 *Electronic Inspection Reports* –

3.4.2.1 Provide a NASSCO PACP v4.2 certified database listing all PACP required data

fields for each pipe segment. The provided database shall be in “.mdb” format with no password protection on the file.

3.4.2.2 For each type of CCTV deliverable (Pre-Construction, Post-Construction, Warranty), provide a single database containing all the inspections for the Project.

3.4.2.3 Post Construction deliverables will contain a single inspection for each asset, inspected upon completion of all non-warranty Work on the asset.

3.4.2.3.1 Submit two inspection records for a single asset only if the asset cannot be completely inspected from one side due to the physical condition of the pipe.

Properly use the PACP “MSA” coding for each such inspection record.

3.4.3 *Inspection Recordings –*

3.4.3.1 Provide digital inspection recordings for all recordings, unless otherwise specified in paragraph 3.4.4.

3.4.3.2 Recording shall be of a quality sufficient for Engineer to evaluate the condition of the sewer or storm drain, locate the service connections, and verify cleaning. If CITY determines that the quality is not sufficient, re-televiser the sewer or storm drain segment and provide a new recording and report at no additional compensation. Camera distortions, inadequate lighting, dirty lens, or blurred/hazy picture will be cause for rejection. Payment for televised inspection will not be made until CITY approves the recordings and reports.

3.4.3.3 Only pipe segments from the same Project shall be included on a given hard drive. Multiple deliverable types may be included on a given hard drive, but the files must be organized in individual project folders. TV Inspection recordings shall not be edited.

3.4.3.4 Digital recordings: Each pipe segment must be its own electronic file. Electronic recording file must allow snap scrolling to allow easy and quick access of the entire recording.

3.4.3.5 Each hard drive must have a file index whose name contains the pipe segment reference number.

3.4.3.6 Maintain a master copy of all recordings and Inspection Reports for two years after delivery of reports and recordings.

3.4.3.7 Label each hard drive with the following information:

3.4.3.7.1 File Number

3.4.3.7.2 Contractor’s Name

3.4.3.7.3 Project Name

3.4.3.7.4 Contract Number

3.4.3.7.5 Drawing Number

3.4.3.7.6 Inspection Type: Post Cleaning, Repair

3.4.3.7.7 Date Televised

3.4.3.7.8 Pipe Segment Asset Identification Number

3.4.4 *Inspection –* Inspection deliverables for different types of inspections are defined below:

3.4.4.1 *Pre-Construction Inspection –* One copy on a USB 2.0 external hard drive of PACP formatted database including, but not limited to, digital inspection recordings, defect call-out tables, defect snapshots, notes fields and asset condition reports.

3.4.4.2 *Post-Construction Inspection –*

3.4.4.2.1 Two copies of Written Inspection Reports in bound report with project name on binder spine. Reports to be filed in ascending order by upper manhole number.

3.4.4.2.2 One copy on a USB 2.0 external hard drive of the PACP formatted database including, but not limited to, digital inspection recordings, defect call-out tables, defect snapshots, notes fields and asset condition reports.

+ + END OF SECTION + +

SECTION 02760
CLEANING OF
SEWERS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide all labor, materials, tools, equipment, and incidentals as shown, specified, and required to clean the pipelines.
- B. The cleaning Work required includes, but is not limited to, the following:
 - 1. Field locating all manholes or inlets along the sewer or storm drain reaches to be cleaned.
 - 2. Cleaning of existing sanitary sewers or storm drain.
 - 3. Cutting of roots, grease, intruding sealing ring material and objects wedged in pipe joints from existing sanitary sewers or storm drain.
 - 4. Removal of debris from the sewers and storm drains.
 - 5. Disposal of waste and sediment.
 - 6. Cleaning up as the Work progresses and after the completion of all Work activities.
 - 7. All other Work required for the complete and satisfactory cleaning of the pipelines.

1.2 DEFINITIONS

- A. Normal cleaning – cleaning accomplished using water jets to scour and remove debris, grease, etc. from pipe, manholes or inlets in 1 to 3 complete passes of the nozzle.
- B. Root cutting and grease cutting – removal of roots larger than fine roots (as defined by PACP), hardened grease and intruding sealing ring material using cutting device.
- C. Heavy cleaning – cleaning accomplished using water jets to scour and remove debris, grease, etc. from pipe in 4 to 8 complete passes of the nozzle.

1.3 RELATED SECTIONS

- A. Section 02651, Television Inspection.

1.4 GENERAL PRECAUTIONS

- A. This Contract requires work in active sewers and storm drains. Adhere to all federal, state, and local requirements for safety in confined spaces.
- B. Take precautions to protect sewer mains, storm drains, laterals and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment.
- C. When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property.
- D. Do not surcharge the sewer or storm drain beyond the elevation that could cause overflow of sewage into area waterways, homes, or buildings or onto the ground.

- E. Some of the manholes accessing sections of the sewer and storm drains included in this work are located outside the right-of-way. For Work located outside the right-of-way, Limits of Construction will be provided on maps. Do not encroach on lands outside the designated Limits of Construction at any time during the Work.
- F. Restore or repair any facility, public or private, which is damaged by CONTRACTOR actions at no cost to OWNER.

1.5 SUBMITTALS

- A. Specifications of the sewer and storm drain cleaning equipment, including performance data on pump, hose diameter and length, tank capacity, and intended nozzles and root cutters, to be used on the job. Provide a chart that shows hose length and diameter versus volume and pressure.
- B. Specifications on the equipment to be used to remove sediment and debris at the downstream manhole of each reach to be cleaned.

1.6 QUALIFICATIONS

- A. CONTRACTOR shall have experience in the cleaning of sewers and storm drains. Documentation of experience shall be furnished to the CITY upon request.

PART 2 - PRODUCTS

2.1 MAINLINE SEWER CLEANING EQUIPMENT

- A. Sewer cleaning equipment shall consist of truck-mounted, high velocity hydro-cleaning equipment. The equipment shall be provided with a minimum of 500 feet of one-inch inner diameter high-pressure hose with a selection of high velocity nozzles, as required for the cleaning operation. The various nozzles shall produce a scouring action from 10 to 45 degrees in all size sewers to be cleaned. Use nozzles matched to the pumps and the site-specific cleaning requirements. Mount all nozzles with skids. A tiger tail or boot or downhole roller is required. A pressure gauge shall show operating pressure and a flow meter shall show flow rate. A table to translate shown pressures to delivery pressure shall accompany each cleaner unit.
- B. The pumps shall be capable of delivering a minimum 60 gpm at 2,000 psi at the nozzle head. A relief valve shall regulate pressure to the nozzle. The unit shall carry its own water tank, minimum of 1,000 gallons, auxiliary engines and pumps, and a hydraulically-driven hose reel.
- C. All controls shall be located so that the equipment can be operated above ground.
- D. Include appropriate adaptors, hoses and nozzles for cleaning laterals from mainline sewer.

2.2 VACUUM EQUIPMENT

- A. Provide equipment capable of removing all sand, dirt, rocks, roots, and other debris from the sewer and manhole.
- B. Provide screens to prevent scoured debris from migrating downstream of the limits of the Work.

+ + END OF SECTION + +

Bond No. BID

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Milton

as Obligee, hereinafter called the Obligee, in the sum of 5% of the contract price

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ITB 2021.02 Cured-In-Place Pipe

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of March, 2021

[Signature]
Witness

Advanced Pace Technologies, LLC d/b/a Advanced Plumbing
Principal (Seal)
By: [Signature] Naylor Yarkosky - CEO
Name/Title

[Signature]
Witness

Old Republic Surety Company
Surety (Seal)
By: [Signature] L Samir Jallad
Attest-in-Fact





OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

L. SAMIR JALLAD of MAITLAND, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of April, 2020.

Sheila M. Applegate

Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of April, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson

Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



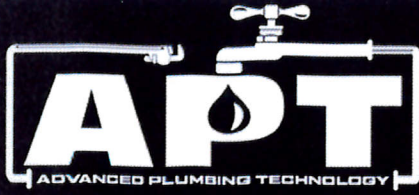
92-2921

Signed and sealed at the City of Brookfield, WI this 5th day of March, 2021.

Sheila M. Applegate

Assistant Secretary

ORSC 11008 (6-93)



Licensed Contractor:

CGC1524334 • CCC1330984

CBC1258589 • CFC1430312 • H15001 • H17592

Municipal/Industrial/ Commercial Pipe Investigating, Cleaning and CIPP/Lining Services

Storm and sewer lateral and mainline CIPP (cured in place pipe) lining using water cured method. We also provide air/steam cured method.

Storm and sewer CCTV video inspections

Storm and sewer pipe/drain cleaning services

Storm and sewer service reinstatements

Heavy cleaning services (concrete & heavy debris removal)

Drain system video inspection

Mainline, branch line, and vent stack descaling and cleaning

Vent stack lining using Bluelight UV Curing process

Mainline lining using Bluelight UV Curing process

Branch line lining using ambient curing process

Vent Stack epoxy brush/spray coating

Branch line epoxy brush/spray coating

Mainline epoxy brush/spray coating



Item #8.
Our equipment
is manufactured
in the USA

EQUIPMENT

- Rush-Overland Generation II Superlift water inversion mainline Boiler system – Odessa, TX USA
- Cues "PACP" CCTV camera/cutter truck – Orlando, FL USA
- Schwalm USA robotic cutters – Greenville, SC USA
- Permaliner F-10 & F-24 air inversion mainline systems – Plainfield, IL USA
- Vacuum trucks for pipe cleaning & debris removal – Mukwonago, WI USA
- Refrigerated truck for CIPP liner transport – Morgantown, PA USA
- Hammerhead Bluelight UV curing system – Lake Mills, WI USA
- Boldan and Permaliner ambient lining systems – Clearwater, FL USA
- Permaliner steam curing lining system – Clearwater, FL USA
- Picote Mini and Maxi Millers – Anderson, SC USA
- Picote cleaning tools for drain lines – Anderson, SC USA
- Ridgid Seesnake inspection camera systems – Elyria, OH USA

CERTIFICATIONS & LICENSES

- PACP • LACP • MACP
- CLASS A and B CDL Drivers w/ tanker and hazmat endorsements
- OSHA 40 HAZWOPER certifications
- Confined spaces certifications
- All MOT requirements are facilitated
- Licensed Home Inspector
- FL Licensed Certified General Contractor
- FL Licensed Certified Plumbing Contractor
- FL Licensed Certified Building Contractor
- FL Licensed Certified Roofing Contractor
- Picote drain cleaning and brushcoating
- Permaliner CIPP lining (steam and ambient curing)
- Hammerhead Bluelight UV Lining Certification



Advanced Plumbing Technology
638 East Highway 50, Suite 4
Clermont, Florida 34711
352.534.1504

Project Proposal

Green Cove Springs: 2021-2022 Sanitary and Stormwater CIPP Lining

Nov 04, 2021

Prepared For:

Greg Bauer

Engineering Technician/Safety Officer

Green Cove Springs, City of

GBauer@greencovesprings.com

About Us

Mission & Vision

To restore every community's underground pipeline infrastructure with integrity and accountability using the most advanced trenchless technologies.

At APT, we are your partners in the pursuit of conquering failing infrastructure, one pipe at a time. We instill value and innovation, above and below ground, in our pursuit to fix your community's pipeline infrastructure.

Our Value

Working With Integrity

Integrity and accountability are at the forefront of everything we do at APT.

Full Circle Solutions Provider

We offer a wide variety of comprehensive inspection and rehab services so you can use one trusted contractor.

Leadership, In Every Role

At APT, everyone is a leader, and we empower our field teams to make decisions on the fly to support your team in the best manner possible.

Experience

With a team that has over 150+ years of combined industry experience and over 3 million+ feet of inspection & CIPP rehab experience, we provide top quality services.



Who We Are

At APT, we are your partners in the pursuit of conquering failing infrastructure, one pipe at a time.

The team at APT loves helping communities, large and small, advance their goals of overcoming challenges related to pipeline infrastructure that every community faces.

By using advanced technologies and most importantly, a team of individuals that are committed to excellence every day in the pursuit of serving each of our customers, we are certain that we can offer each client maximum return on investment for your local community.

Some of Our Services

Pipe Cleaning

While pipeline cleaning is a relatively straightforward process, it still takes an expert team to do it right the first time.

Here at APT, we have the best personnel in the industry and a high level of accountability to ensure we meet your needs on every cleaning project.

Inspection Services

We offer comprehensive pipeline inspection and condition assessment for pipes from 2" – 203" in diameter.

Understanding your pipeline infrastructure condition is critical to determine life-cycle analysis and potential next steps for rehabilitation based on the overall condition.

CIPP Rehabilitation

Full trenchless pipe rehabilitation at a fraction of the cost of traditional dig-and-replace methods.

Whether you need services in small diameter laterals, sanitary sewer mainlines, or storm lines; we have your team fully covered.

Manhole Rehabilitation

We understand the importance of this often-overlooked sewer asset. Despite manholes often being referred to as the sewer system's windows, they have been mainly overlooked for inspection and rehabilitation efforts up until recently.

APT offers a list of rehab solutions for every manhole scenario.

Inspection Data

Data is important and so it is keeping it safe! APT uses a comprehensive data review cloud platform for inspection review and offers, as an option, unmatched 5-year post-contract data archiving for your team.

All our data complies to NASSCO standards and can be integrated into a variety of programs.

GPS Surveying

GPS collection for any infrastructure asset with sub-foot level accuracy.

By using advanced GPS collection devices, we can give your team highly accurate coordinate data in a variety of formats supporting your GIS efforts.

Some of Our Clients

Recent Client Testimonial

"Myself, and my staff were very impressed with the professionalism, knowledge, and capabilities APT has at their disposal. We are looking forward to working with APT in the future and would recommend APT to any municipality to utilize the services they provide."

Matt Surrency | Mayor of the City of Hawthorne



Green Cove Springs: 2021-2022 Sanitary and Stormwater CIPP Lining Proposal*

Proposal Date: Nov 04, 2021
 Expiration Date: 90 Days from Nov 04, 2021
 Prepared for: Green Cove Springs, City of
 Greg Bauer
 GBauer@greencovesprings.com
 9042977500

SERVICE	UNIT PRICE	QTY	TEXT	LINE TOTAL
LS 304 BASIN PROPOSAL- SANITARY SEWER**	\$0.00	0		\$0.00
Mobilization	\$2,500.00	1	Per Issuance	\$2,500.00
Maintenance of Traffic	\$200.00	10	DAY	\$2,000.00
TV Inspection	\$1.00	1014	LF	\$1,014.00
Mainline Cleaning (12"-21")	\$3.50	1014	LF	\$3,549.00
CIPP 18" x 9mm	\$45.00	1014	LF	\$45,630.00
Service Reinstatement***	\$150.00	8	EACH	\$1,200.00
Mob/Demob Bypass (12"-24")	\$200.00	10	Per Setup	\$2,000.00
Sewer Bypass Pumping (12"-24")	\$5.00	100	HR	\$500.00
CYPRESS AVE- SANITARY SEWER				
Mobilization	\$0.00	1	Per Issuance	\$0.00
Maintenance of Traffic	\$200.00	1	DAY	\$200.00
TV Inspection	\$1.00	292	LF	\$292.00
Mainline Cleaning (<12")	\$1.50	292	LF	\$438.00
CIPP 8" x 6mm	\$20.00	292	LF	\$5,840.00
Service Reinstatement***	\$150.00	6	EACH	\$900.00
CYPRESS AVE- STORM SEWER				
Mobilization	\$0.00	1	Per Issuance	\$0.00
Maintenance of Traffic	\$200.00	1	DAY	\$200.00
TV Inspection	\$1.00	233	LF	\$233.00
Mainline Cleaning (24"-48")	\$5.50	233	LF	\$1,281.50
CIPP 42" x 19.5mm	\$182.00	233	LF	\$42,406.00
Total				\$110,183.50

*Please note pipe diameters to be verified during CCTV, if variations exist pricing will be adjusted based upon Milton

Piggyback Pricing.

** For the 285' run on Clay St. I would recommend having the liner material on hand during the cleaning phase, if or when we get the line cleaned we should install ASAP. If the line is collapsed and needs a point repair we can either install in another local location, or the city will be billed the cost of the liner which would equal \$12,825.00. Another option would be to install the liner after the point repair but this would need an adjusted mob fee of \$5,000 for this one line segment.

***Quantity of service reinstatement to be determined.

Sincerely,



Mark French

Business Development Manager

Advanced Plumbing Technology

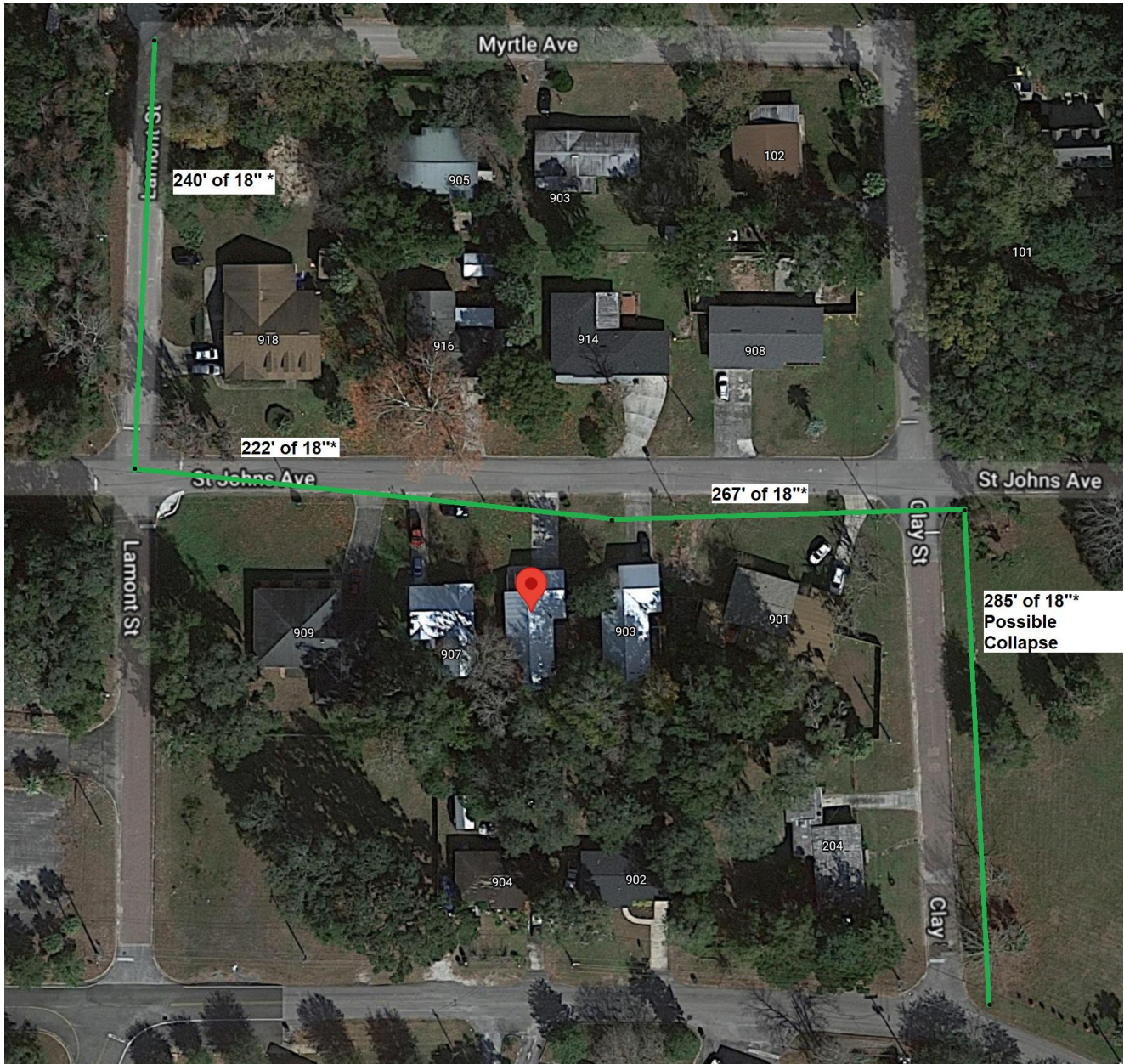
Mobile: 352-801-3930

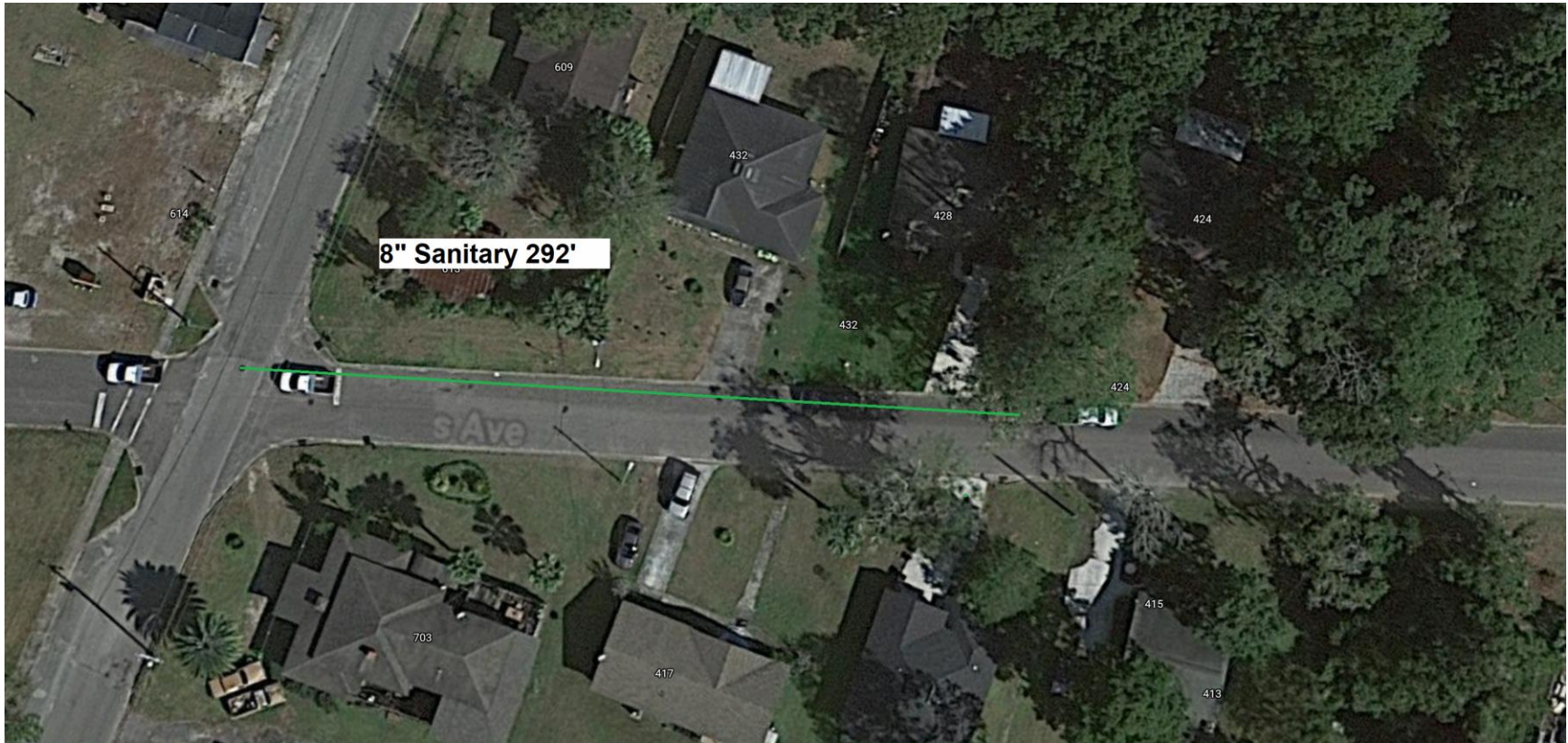
mark@chooseapt.com

Proposal Acceptance for Green Cove Springs, City of

Acceptance Date

General Terms & Conditions: All of APT's General Terms & Conditions are viewable on our website at sewerfix.com/municipal/terms-and-conditions.php









STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** June 21, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to surplus the Information Technology items contained in Attachment "A".

BACKGROUND

The items listed in Attachment "A" have either malfunctioned or exceeded their useful life cycle.

FISCAL IMPACT

Funds received from surplus will be returned to the General Fund

RECOMMENDATION

Approve the surplus of the Information Technology items contained in Attachment "A".

SURPLUS ITEMS
For Council Meeting of 6/21/2022

Author: Tyler Lewis - IT Technician

ITEM #	ITEM TYPE	DEPT	MAKE	MODEL	SERIAL/VIN #	REASON
239/NA	Network switch	IT	Adtran	NetVanta 1234	LBADTN1112AK971	Electrical damage
	NA Camera	IT	Speco	INTWM	4247203	Obsolete
	NA MiFi	IT	Verizon	MIFI8800L	649496 02411 6	Cannot be activated
	NA Speaker	IT	Dell	Rev A00	CN-0F6371-48220-574-02ZQ	Sound quality issues
	NA Port replicator	IT	Dell	PR03X	CN-0PW380-12961-03L-5692-A04	Obsolete
112/114	UPS	IT	APC	BE350G	4B1534P03906	Battery failure
361/681	UPS	IT	APC	BE425M	9B17817A13499	Battery failure
645	UPS	IT	APC	BX1500G	4B1218P12961	Battery failure
	NA UPS	IT	APC	BX1000M	3B1812X29834	Battery failure
515	UPS	IT	APC	BE750G	5B1129T23095	Battery failure
243	UPS	IT	APC	BR1000G	3B1402X04260	Battery failure
	NA Flip phone	IT	Verizon	Kyocera DuraXV	KYOE4610PTT	Obsolete
	NA UPS	IT	CyberPower	1285AVR	CPB7S2001257	Battery failure
	NA UPS	IT	APC	BE650G1	4B1431P55085	Battery failure

Surplus must be approved by:

IT Director: 

Asst. Water Utilities Director: 

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, MAY 17, 2022 – 7:00 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag - **Pastor Bob Brown, Cornerstone Church**

Roll Call

COUNCIL MEMBERS PRESENT: Mayor Ed Gaw, Vice Mayor Matt Johnson, Council Member Connie Butler, Council Member Steven Kelley, Council Member Van Royal

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.

1. Gerald Jefferson 1423 Floyd Circle, Orange Park, speaks to the Council about a new youth boxing program that he has started. Where he trains youth in boxing to help with confidence, discipline, exercised and keep them off the streets. The goal is for the students to go to college. Mayor Gaw questions how the Council can help. Mr. Jefferson advises his main concern is location and he would like to use in program in GCS.
2. Felicia Hampshire 508 Frankling St. GCS, speaks and thanks Council Member Royal for his outstanding job on the Council. Ms. Hampshire thanks Mayor Gaw for his outstanding job as Mayor and on Food Truck Friday. Ms. Hampshire also updates the Council on the Soul Food Festival lawsuit and advises the festival has been removed from the lawsuit. Thank you for everyone for the support on the festival and updates on this years festival.

AWARDS & RECOGNITION

1. Proclamation - National Safe Boating Week
Commander Hines reads the proclamation and presents it to members of the U.S. Coast Guard Auxiliary.
2. Recognition - Plaque Presentation to Van Royal for his years of support and service to the City of Green Cove Springs. **Mayor Gaw**
Mayor Gaw speaks and presents a plaque to Council Member Royal for his years on support and service to the City of Green Cove Springs.

REORGANIZATION

3. Swearing-In Ceremony for three (3) year terms of office for Constance Butler for Seat 3, Steven Kelley for Seat 5, and Thomas Smith for Seat 4. **Circuit Judge, Steven B. Whittington**
City Attorney Arnold introduces Circuit Judge, Steven B. Whittington.
Judge Whittington proceeded to swear into office for a 3-year term, Constance Butler for Seat 3, Thomas Smith for Seat 4, and Steven Kelley for Seat 5.

4. City Council election of a Mayor and Vice Mayor to serve from May 17, 2022 to May 16, 2023. *Erin West*

Motion to elect Vice Mayor Johnson as Mayor.

Motion made by Council Member Butler, Seconded by Council Member Smith.

Voting Yea: Mayor Gaw, Vice Mayor Johnson, Council Member Butler, Council Member Kelley, Council Member Smith

Motion to elect Council Member Butler as Vice Mayor.

Motion made by Council Member Kelley, Seconded by Council Member Smith.

Voting Yea: Mayor Johnson, Council Member Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

PUBLIC HEARINGS

5. Rezoning of parcel 017172-000-00 consisting of 2.11 acres located on Roberts St, north of Green Cove Avenue from R-2 to Planned Unit Development. *Michael Daniels*

The applicant has requested that the application be deferred to the June 7, 2022 City Council meeting.

Motion to move this item to the June 7, 2022 City Council meeting.

Motion made by Council Member Kelley, Seconded by Vice Mayor Butler.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

6. Rezoning of parcel 017172-000-01 consisting of .63 acres located on Roberts St, north of Green Cove Avenue from R-2 to Planned Unit Development. *Michael Daniels*

The applicant has requested that the application be deferred to the June 7, 2022 City Council meeting.

Motion to move this item to the June 7, 2022 City Council meeting.

Motion made by Council Member Kelley, Seconded by Vice Mayor Butler.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

7. Second and final reading of the Development Agreement for approximately 559.9 acres for the Rookery Residential Development located on CR 15 A south of Green Cove Avenue, parcel # 016515-008-00. *Michael Daniels*

Development Services Director Michael Daniels presents the Development Agreement.

Mayor Johnson opens the public hearing.

Ellen Avery-Smith with Rogers Towers presents on this item.

Raj Chindalur with Chindalur Traffic Solutions, Inc. presents the traffic report.

Following no further public comment, Mayor Johnson closes the public hearing.

Council discussion follows concerning the agreement.

Van Royal 3688 Lacosta Ct. GCS, speaks concerning the traffic pattern for the project.

John Gislason 4220 Racetrack Rd. St. Johns, speaks to the Council concerning the next steps of the project and where the project is at now. Engineering plans have been submitted for the horizontal improvements, CSX has approved the final plans for the bridge design, they are finalizing the ICE plans now, and once those are completed, they will be able to start the plans and get permits for the intersection design. By the end of the year all permits should be complete and around September plans will be submitted for homes. Once construction starts it will be around 18 months for rooftops.

Mr. Chindalur speaks more concerning the two traffic options that FDOT is currently providing. FDOT will pick the best option once all aspects have been reviewed.

Mr. Gislason speaks to the Council about the size of the homes. Single family will range from 1500 to 3000 square feet. Thirty percent of the project will be town homes around 1600 square feet.

Motion to approve on second and final reading the Rookery Development Agreement concerning 559.9 acres located on CR 15A, south of Green Cove Avenue.

Motion made by Vice Mayor Butler, Seconded by Council Member Kelley.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

8. First Reading of Ordinance O-11-2022, an Annexation Application for the Preserve Development for parcel number 016499-007-00, approximately 13.92 acres located on South US Highway 17 and CR 209. *Michael Daniels*
City Attorney Arnold reads the ordinance by title.
Development Services Michael Daniels presents and advises the Council the presentation and recommendations are for items 8-10.
Mayor Johnson opens the public hearing.
Ellen Avery-Smith with Rogers Towers presents and advises the Council the presentation is for items 8-10.
Eric Conkright with Piedmont presents on the amenities the development will offer to the residents and the design of the exterior and interior of the buildings. Mr. Conkright also shows the Council other developments they are producing.
Felicia Hampshire 508 Franklin St. GCS, questions the cost of rent for development.
Mr. Conkright advises the current approximate rental rate will be \$1400 for a 1 bedroom, \$1800 to \$1900 for a 2 bedroom, and \$2200 to \$2400 for a 3 bedroom.
Jeff Ludwig 5150 Belfort Rd Building 500, is a lawyer representing Pegasus Technologies. Mr. Ludwig explains what Pegasus does and speaks concerning the development being close to the runways that Pegasus uses.
Jeff Heyse VP of Support Services for Pegasus speaks about his concerns with the development being close to the Pegasus runway and noise level of the aircrafts.
Van Royal 3688 Lacosta Ct, GCS speaks concerning the development. Mr. Royal advises he supports Pegasus but also supports the development.
Mark Scruby with Rogers Towers advises he represents the owners of the property and speaks concerning the development.
Virginia Hall 2321 Egremont Dr. Orange Park, is the owner of the property and speaks to the Council concerning the sale of the property and the development.
Joe Sobotta 212 North St. GCS, speaks concerning the property and the development.

Mr. Ludwig speaks and advises the issue here is how do you manage the growth and Pegasus has no objection to the sale of the property. They are just concerned with the noise level that will be around for the tenants and the development so close to the runway.

Ms. Hall advises this is private property and there is a contract on the property and dealing this will put the contract in jeopardy.

Ms. Avery-Smith speaks towards all the concerns for the development and advises this is only a land use change.

Following no further public comment, Mayor Johnson closes the public hearing.

Council discussion follows concerning this item.

Motion to approve on first reading for form and legality Ordinance No. O-11-2022, to approve the voluntary annexation of 13.92 acres located on US 17 and CR 209 (parcel #016499-007-00).

Motion made by Vice Mayor Butler, Seconded by Council Member Smith.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

9. First Reading of Ordinance O-12-2022, a Future Land Use Map Amendment of parcel # 016499-007-00 from Industrial (County) to Mixed Use for 13.92 acres for property located at US 17 and CR 209. *Michael Daniels*

City Attorney Arnold reads the ordinance by title.

Development Services Director Michael Daniels advises the presentation from the item 8 was also for this item and staff recommends approval.

Mayor Johnson opens the public hearing.

Ellen Avery-Smith with Rogers Towers advises the Council the comments from item 8 were also for this item.

Jeff Ludwig advises the Council the comments and exhibits from item 8 were also for this item.

Mark Scruby advises the Council the comments from item 8 were also for this item.

Following no further public comment, Mayor Johnson closes the public hearing.

Council Member Gaw speaks to Raj Chindalur about traffic.

Mr. Chindalur addresses Council Member Gaw's concerns with the amount of traffic that will be using US 17 with this development and the Rookery.

Motion to approve on first reading for form and legality Ordinance No. O-12-2022, to amend the Future Land Use of the property described therein from Industrial (County) to Mixed Use located on US 17 and CR 209 (parcel #016499-007-00).

Motion made by Council Member Smith, Seconded by Council Member Kelley.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

10. First Reading of Ordinance O-13-2022, a Rezoning of parcel # 016499-007-00 from Light Industrial (County) to Planned Unit Development (PUD) for 13.92 acres for property located at US 17 and CR 209. *Michael Daniels*

City Attorney Arnold reads the ordinance by title.

Development Services Director Michael Daniels advises the presentation from the item 8 was also for this item and staff recommends approval.

Mayor Johnson opens the public hearing.

Ellen Avery-Smith with Rogers Towers advises the Council the comments from item 8 were also for this item.

Jeff Ludwig advises the Council the comments from item 8 and exhibits were also for this item.

Mark Scruby advises the Council the comments from item 8 were also for this item.

Following no further public comment, Mayor Johnson closes the public hearing.

Motion to approve on first reading for form and legality Ordinance No. O-13-2022, to amend the Zoning of the property described therein from Light Industrial to Planned Unit Development subject to the following conditions:

1. The applicant shall be required to comply with tree preservations requirements set forth in Sec. 113-279. Due to the proposed amount of onsite development and potential grade changes, an ISA certified arborist or equivalent horticulture professional shall be hired to evaluate trees, ensure adequate root area is provided and grade changes are not altered within critical root area, prescribe treatments to preserve the trees and oversee tree protection during the construction process and ensure compliance set forth in City Code Sec. 113-248.

2. Traffic Study pursuant to the requirements set forth in the City's Traffic Impact Analysis Guidelines shall be approved concurrent with the approval of the site development plan.

3. Dumpster shall be screened with landscaping and concrete enclosure as required during the site plan submittal.

4. A disclosure notification shall be provided within the lease agreements for the multifamily units located on the property informing the tenants that the proposed development is located in close proximity to the runway for the Reynolds Airpark.

Motion made by Vice Mayor Butler, Seconded by Council Member Kelley.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

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 11 through 14.

Motion made by Vice Mayor Butler, Seconded by Council Member Smith.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

11. City Council acceptance of the Official Results of the April 12, 2022 Municipal Election. *Erin West*
12. City Council approval of two Agreements to Reimburse the Clay County Property Appraiser and Tax Collector for necessary administrative and actual costs incurred to implement non-ad

valorem assessments programs for collection of stormwater, solid waste and nuisance abatement costs. The two proposed Agreements are attached hereto. **L.J. Arnold, III**

13. City Council approval of Minutes from 3/15/2022, 4/5/2022, and 4/19/2022 Regular Sessions. **Erin West**
14. City Council approval of the Military Service Day Proclamation. **Erin West**

COUNCIL BUSINESS

15. City Council Passage of Ordinance O-16-2022 correcting a date for Credited Service in the Retirement Plan and Trust for Police Officers. **L.J. Arnold, III**
City Attorney Arnold reads Ordinance No. O-16-2022 by title and explains the ordinance.

Motion to approve Ordinance No. O-16-2022 on first reading as to form only.

Motion made by Council Member Kelley, Seconded by Council Member Smith.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

16. City Council approval of Nominees for Planning & Zoning Board Seats 3 and 4. **Michael Daniels**

City Clerk, Erin West advises in 2020 when Council Member Gaw was elected to Council a new member was appointed to the Planning & Zoning Board in his seat. To get the terms back on the correct years, Council Member Kelley will also be recommending for seat 5 tonight.

Council Member Smith recommends Josh Danley for seat 4.

Council Member Kelley recommends Justin Hall for seat 5.

Vice Mayor Butler recommends Henrietta Francis for seat 3.

Motion to approve Henrietta Francis, Josh Danley, and Justin Hall for seats on the Planning & Zoning Board.

Motion made by Vice Mayor Butler, Seconded by Council Member Kelley.

Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

17. City Manager & City Attorney Reports / Correspondence
The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.
18. City Council Reports / Correspondence
The City Council made comments regarding various city activities, events, operations, and projects.

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:49 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Daniel M. Johnson, Mayor

Attest:

Erin West, City Clerk

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: May 11, 2022

Subject: 96th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida on August 11-13, 2022. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are also available online at flcities.com.

If you have any questions on voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 29, 2022.**

Attachments: Form Designating Voting Delegate

**96th Annual Conference
Florida League of Cities, Inc.
August 11-13, 2022
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 29, 2022.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** June 21, 2022
FROM: Erin West
SUBJECT: City Council approval of Resolution No. R-05-2022 and R-06-2022 and submission for consideration by the Resolutions Committee at the FLC Annual Conference in August.
Erin West / Kim Thomas

BACKGROUND

Resolution No. R-05-2022 – Home Rule
Resolution No. R-06-2022 – St. Johns River Marine Highway
Resolutions must be submitted to the FLC for consideration no later than July 5, 2022.

FISCAL IMPACT

NA

RECOMMENDATION

Approval of Resolution No. R-05-2022 and R-06-2022 and submission for consideration by the Resolutions Committee at the FLC Annual Conference in August.

RESOLUTION NO. R-06-2022

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA URGING THE FLORIDA LEGISLATURE TO SUPPORT THE DESIGNATION OF THE ST. JOHNS RIVER AS A MARINE HIGHWAY AND THE CREATION OF AN INLAND NAVIGATION DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Green Cove Springs, Florida finds that America's Marine Highway System consists of over 29,000 nautical miles of navigable waterways including rivers, bays, channels, the Great Lakes, the Saint Lawrence Seaway System, coastal, and open-ocean routes; and

WHEREAS, the Marine Highway Program works to further incorporate these waterways into the greater U.S. transportation system, especially where marine transportation services are the most efficient, effective, and sustainable transportation option; and

WHEREAS, the City Council finds further that the America's Marine Highway Program is a Department of Transportation-led program to expand the use of our Nation's navigable waterways to relieve landside congestion, reduce air emissions, and generate other public benefits by increasing the efficiency of the surface transportation system; and

WHEREAS, the City Council finds further that the America's Marine Highway Program was established by Section 1121 of the Energy Independence and Security Act of 2007 to reduce landside congestion through the designation of Marine Highway Routes; and

WHEREAS, Section 405 of the Coast Guard and Maritime Transportation Act of 2012 further expanded the scope of the program beyond reducing landside congestion to efforts that generate public benefits by increasing the utilization or efficiency of domestic freight or passenger transportation on Marine Highway Routes between U.S. ports; and

WHEREAS, the St. Johns River, named as one of 14 American Heritage Rivers in 1998, is the longest river in the State of Florida and is most significant for commercial and recreational use; and

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

SECTION 1. The City Council of the City of Green Cove Springs, Florida hereby recommends the Florida Legislature's consideration of legislation supporting designation of the St. Johns River as a Marine Highway and creation of an Inland Navigation District.

Resolution No. R-06-2022
Page 2 of 2

SECTION 2. Effective Date. This Resolution shall take effect immediately upon passage.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 21ST DAY OF JUNE, 2022.

CITY OF GREEN COVE SPRINGS, FLORIDA

Daniel M. Johnson, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

RESOLUTION NO. R-05-2022

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, SUPPORTING HOME RULE POWERS AND OPPOSING LEGISLATIVE EFFORTS TO IMPEDE THE CONSTITUTIONAL RIGHTS FLORIDA’S CITIZENS HAVE ENJOYED FOR NEARLY 50 YEARS TO GOVERN THEMSELVES UNDER MUNICIPAL HOME RULE POWERS; OPPOSING THE LEGISLATURE’S PERSISTENT INTRUSION INTO LOCAL FINANCES, WHICH ARE NECESSARY TO PROVIDE FINANCIAL STABILITY AND ESSENTIAL SERVICES UNIQUELY REQUIRED BY MUNICIAL RESIDENTS AND LOCAL BUSINESSES; AND PROVIDING FOR REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, it is the expressed will of the voters of Florida to have the right to govern themselves under municipal Home Rule powers; and

WHEREAS, Floridians have possessed this constitutional right of local self-government for nearly 50 years; and

WHEREAS, as the only form of voluntary government, Florida’s municipalities are the embodiment of the Florida Constitution’s right of local self-government; and

WHEREAS, municipal Home Rule powers include all government, corporate, and proprietary powers necessary to conduct municipal government, preform municipal functions, and render municipal services for the unique benefit of the people who live and work within a municipality; and

WHEREAS, Floridians exercise their Home Rule powers by voting to incorporate and be governed under a municipal form of government for a variety of reasons, including, but not limited to, increased services, a unique business and residential environment, and greater voice in how their government is run; and

WHEREAS, municipal citizens further exercise their Home Rule powers by voting on a charter that specifies the desired form, functions, and powers of their municipal government; and

WHEREAS, Floridians’ constitutional right to govern themselves locally, under municipal Home Rule powers and pursuant to their adopted municipal charters, is being increasingly eroded and limited by actions of the Florida Legislature; and

WHEREAS, these actions of the Florida Legislature take power away from Florida citizens to ensure their chosen municipal government provides their desired level of services, offers their desired quality of life, and otherwise meets their needs in a timely and effective manner; and

WHEREAS, municipalities are authorized by the Florida constitution and the general law to levy ad valorem and other forms of local taxation, and are further authorized by general law and their Home Rule powers to impose special assessments and fees; and

WHEREAS, municipal residents and local businesses pay local taxes, assessments, and fees for the specific purposes of obtaining and enhancing their desired level of municipal services and amenities; and

WHEREAS, intrusion from the Florida Legislature into municipal finances prohibits elected municipal leaders from meeting the expectations of their residents and local businesses that local revenues will be used as intended; and

WHEREAS, the most precious powers a city in Florida has are its Home Rule powers; and, the ability to establish its form of government through the charter, and to then enact ordinances, codes, plans, and resolutions based on the needs and standards of the community without state interference is essential; and, to further be able to enforce there powers “at home” and to make necessary changes as a city grows is a great reflection of the trust that citizens have in their respective leaders.

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

SECTION 1. The City Council of the City of Green Cove Springs urges all members of the Florida Legislature to oppose legislation that limits Floridians’ constitutional right to govern themselves under municipal Home Rule powers.

SECTION 2. The City Council of the City of Green Cove Springs urges all members of the Florida Legislature to oppose legislation that would interfere with or intrude into municipal finances.

SECTION 3. This Resolution shall take effect immediately upon passage.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA IN REGULAR SESSION THIS 21ST DAY OF JUNE, 2022.

CITY OF GREEN COVE SPRINGS, FLORIDA

Daniel M. Johnson, 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

MEMORANDUM

To: Steve Kennedy, City Manager
From: Development Services Department
Date: June 1, 2022
Subject: Monthly Planning, Code Enforcement and Building Report for May, 2022

PLANNING

In May, two new business tax receipts and no renewals were issued. They include:

- THE TWISTED LOTUS STUDIO LLC at 426 Walnut Street
- ONE SWANKY CHIC BOUTIQUE at 424 Walnut Street

Total Business Tax Revenue for the month was \$100.00

During the month of May, Staff:

- Began or continued reviewing the following site development plans: **Dollar Tree Plaza** (to add two commercial outparcels, modify parking, and modify landscaping), the **Prelude** (a mixed-use development with approximately 38 residential units, a restaurant, and eight retail/office spaces), and a minor amendment to the approved site plan for GCSPD (1001 Idlewild Ave) to add a metal storage building.
- Staff submitted the **Finding of Necessity** for the Downtown / US 17 Corridor / MLK Corridor to Clay County for their authorization to create a Community Redevelopment Area / Agency.
- Completed 27 **lien search requests**, reviewed 20 **permit applications**, and continued to work on Future Land Use Map Amendments, a Rezoning, and a PUD Rezoning all related to 21.3 acres for the Rookery development and the proposed land swap. The **Rookery** applicants additionally resubmitted their Developers Agreement for continued review. Staff additionally received a new project known as **Preserve at Green Cove Springs** which includes a Voluntary Annexation, Future Land Use Amendment (from County Industrial to Mixed-Use) and a rezoning (From County's Light Industrial to Planned Unit Development). This is for a multi-family development.
- Revenues for Planning related fees for April were \$4,017.43.

CODE ENFORCEMENT

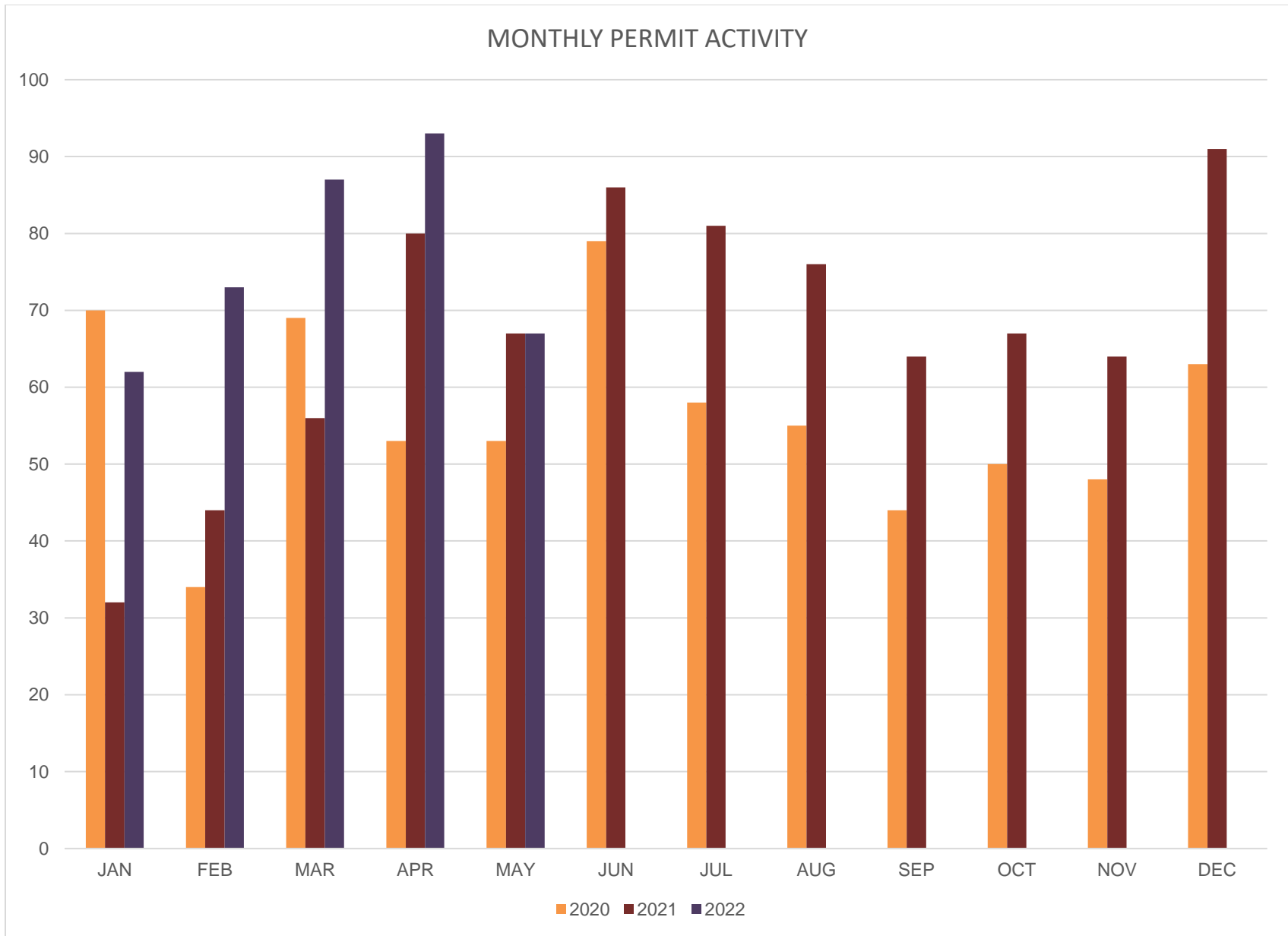
In May, there were 8 new Enforcement complaints filed. Voluntary compliance was achieved for one of the cases resulting in case closure. The City received \$0 in Code Enforcement fines for Special Magistrate orders previously issued. For Fiscal Year 2021-2022, Code Enforcement has collected \$45,575 in 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 93 in April. Permit activity for May 2022 stayed the same from May 2021.

Revenues for Building related fees for May were \$9,755.40.

2022 PERMIT SUMMARY	
NEW HOUSES	May
MAGNOLIA POINT:	0
CORE CITY:	2
CONDOS:	0
COMMERCIAL ACTIVITY	May
BUILDING (NEW)	0
OTHER PERMIT ACTIVITY	May
ADDITION - COMMERCIAL	1
ADDITION - RESIDENTIAL	4
REMODEL - COMMERCIAL	1
REMODEL - RESIDENTIAL	3
SCREEN ROOMS:	0
SHIP PROGRAM:	0
SIGNS:	1
POOLS:	2
RE-ROOFING:	15
GARAGE/SHED:	0
OTHER PERMITS:	38
TOTAL PERMITS ISSUED	67





CITY OF GREEN COVE SPRINGS POLICE DEPARTMENT



Chief E.J. Guzman ▪ 1001 Idlewild Avenue ▪ Green Cove Springs, FL 32043 ▪ Main (904) 297-7300 ▪ Fax (904) 284-1436 ▪ www.gcspd.com

The following is the official summary of activity conducted by members of the Green Cove Springs Police Department for the month of May 2022:

Total # Calls for Service: **948**
 Total # Arrests: **35**
 Total # Traffic Stops: **396** Total # Citations: **185** % Citations to stops: **47%**
 Total # Building and business security checks: **1,264**
 Total # Police Related Services: **3,883**
 Response Times: Priority 1: **4M 41sec** Priority 2: **0M 42 sec** Priority 3: **4M 06sec**
 Dispatch Phone Communication: 911 calls: **321** Non-Emergency calls: **385** Walk-In: **29**

Marine Enforcement: Marine enforcement was conducted on the following dates.
 5/5/22: Ofc. Graham, for Police Memorial
 5/7/22: Cmdr. Hines, Patrol
 5/30/22: Cmdr.Hines, Riverfest

Red Light Camera Program:
 Video Review:
 Ofc. Gann reviewed 1,465 violations, approved 1,295 and rejected 170
 Total violations reviewed for the month: **1,465** Approval Rating: **88.40%**
 Total hours reviewing video: **15.27**

Off Duty/Security Details:
 GCSPD officers worked **29** security and off-duty details in May in addition to normal scheduling
 One detail was covered by the Clay County Sheriff's Office

Traffic complaints received/completed:

Location	Issue	Traffic Stops	Traffic Citations	Traffic Warnings	Parking Citations	Complete Y/N
Wall Street	Speeding	1	0	1	0	Y
Magnolia Point	Speeding	0	0	0	0	Y
St. Johns Ave between Gov and Houston	Speeding	0	0	0	0	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.**

Notable Arrests:

Item #13.

2022-000797	D.U.I.
2022-000921	D.U.I.
2022-000886	Domestic Violence
2022-000794	Aggravated Assault with Deadly Weapon
2022-000861	Possession of Methamphetamine
2022-000932	Disorderly Intoxication
2022-000915	Possession of THC Liquid
2022-000837	Felony Battery, Domestic by Strangulation
2022-000820	Violation of Injunction for Protection
2022-000949	Battery on Law Enforcement Officer/Resisting with Violence
2022-000946	Grand Theft
2022-000964	D.U.I.

Notable Community Involvement Initiatives:

Sgt. Graham had a Face Book post showing him handing coloring books out to local children.

Ofc. Babcock, Canine "Grit" and Cmdr. Hines attended the K-9 United's fundraising event in St. Augustine.

Ofc. Babcock, partner "Grit", Officers Rulon, Reese and Sgt. Graham all worked the Clay County Memorial Service.

Chief Guzman attended the Clay County Memorial Service as Chief of Police.

Commander Hines escorted the Asdot family at the memorial service.

Sgt. Vineyard led our Honor Guard Team and assisted the Asdot Family at the National Police Week Ceremony in Washington D.C.

Chief Guzman, Officer Arnold and Sgt. Hess also attended National Police Week Ceremony in Washington D.C.

Chief Guzman, Cmdr. Hines, Sgt. Perry, Ofc. Henderson, Sgt. Hess and Dispatch Supervisor Acres attended Ashley Asdot's high school graduation.

Ofc. Shiller played basketball with some local kids.

Commander Luedtke was sworn in as a standing board member for A.M.I. Kids.

Notable Problem Oriented Policing Initiatives:

Two local narcotics operations were held in April attended by multiple officers.

Ofc. Morando conducted pre hurricane season checks on all intersections with manual traffic control abilities.

Sgt. Perry updated 8 new businesses in the CAD System.

Sgt. Perry added additional "No Trespassing" signs to the city owned house at 219 Spring Street.

Sgt. Perry's team conducted "Move Over" traffic enforcement initiatives

Ofc. Rulon observed a street sign that was down at Spring/Orange. PW email sent

Ofc. Shiller requested Public Works relocate a sign at the City Nature Trail.

Ofc. Mares suggested changing the stop sign direction at the intersection of Grove and Palmetto in an effort to enhance traffic flow coming off of Orange Ave. This suggestion is being evaluated by city staff.

Notable Criminal Investigations Activity:

Detectives Patterson and Carpenter conducted a multi-month investigation into narcotics dealing within 1000 feet of a school. This investigation led to two search warrants being conducted, 6 adult arrests and seizure of narcotics and a stolen firearm.

Det. Patterson and Camp worked on three law enforcement candidate backgrounds and two civilian backgrounds in the month of May.

Det. Patterson attended the National Police Week Ceremony in Washington D.C. as a member of the GCSPD Honor Guard.

Notable K-9 Activity:

Apprehensions: 0 Training Sessions: 11 Total Time Training: 36.5 hrs

K9 Searches: 8 #Finds: 1 #No Finds: 7

Mutual Aid Calls: 2

Narcotics Finds:

2022-000915: Cocaine

Notable SRO Activity:

Ofc. Henderson participated in numerous end-of year activities at Charles E. Bennet Elementary School.

Ofc. Lee conducted Honor Guard duties at the Clay Memorial Service.

Ofc. Lee attended the National Police Week Service in Washington DC as an Honor Guard representative for GCSPD.

Ofc. Lee completed his second group of students in the INDEPTH Program.

Training:

Ofc. Babcock and partner "Grit" passed NPCA Narcotics testing

Ofc. Milliken and Det. Camp attended and completed Sex Crimes Training.

Ofc. Shiller completed and was certified in Police Bicycle Certification.

Ofc. Newton and Ofc. Rulon completed Line Supervision Training

Sgt. Graham completed his application to the Florida Department of Law Enforcement Leadership academy.

Commander Luedtke attended the Property Evidence Association of Florida conference.

Signature #673
6/9/22



ELECTRIC DEPARTMENT

Significant activities for the month of May 2022

- 12 Streetlights repaired
- 1 Temporary meter installed
- 2 Meters replaced
- 2 Meters inspected
- 5 Permanent meters installed
- 1 Pole installed
- 4 Poles removed
- 6 Voltage check
- 5 Utility Verifications

In addition to the activities listed above, the Electric Department also:

- Conducted daily morning safety meetings.
- Conducted daily truck inspections.
- Trimmed limbs and vines from power lines and poles.
- Unloaded transformers and supplies when they come in.
- Inspect/locate ROW permits.
- Conduct warehouse inventory/order supplies.
- 303 Florida Ct., repaired lines damaged by Davey Tree.
- 232 Walnut St., secured riser guard to pole.
- 3122 Bazley Rd., moved up wire that was too low.
- 1005 Bunker Ave., removed three pot bank on pole, removed cut-outs on dead end feeder pole and installed tri-mount bracket with new 18KV.
- 3254 US 17 N., changed out 25 KVA transformer to conventional transformer.
- 3393 Hwy 17, changed out 50 KVA transformer to dual voltage.
- 3339 Hwy 17, changed out 25kva to dual voltage transformer.
- Magnolia Point, removed breaker from service entrance of Magnolia Point.
- Vera Hall Park, installed CT and CT's meter can.
- 3185 Hwy 17, removed old transformer and switch.
- Magnolia Point, removed reclosure and installed cut-out on C phase.
- 3297 Hwy 17, changed out single-phase transformer and add 45ft primary pole.
- 489 Olive Circle, cut down triplex and removed meter.

During the month of May, the Electric Department responded to the following outages:

05/6/2022 – Between 10:42 p.m. – 11:30 p.m., Governors Creek Dr., weather (lightning) blown fuse, 20 customers affected.

05/7/2022 – Between 8:45 a.m. – 9:45 a.m., 1462 Mahama Bluff, blown transformer fuse (squirrel), 1 customer affected.

05/21/2022 – Between 10:00 p.m. – 11:30 p.m., 5 Esplanade Ave., blown transformer fuse (squirrel), 1 customer affected.

05/21/2022 – Between 5:00 p.m. – 9:00 p.m., 4122 Hwy 17 S., burnt up reclosure by lightning, 50 customers affected.

05/22/2022 – Between 7:00 p.m. – 7:30 p.m., 1065 Bulkhead Rd., blown Lateral fuse by lightning, 1 customer affected.

05/31/2022 – Between 8:40 a.m. – 9:40 a.m., 903 & 411 St Johns Ave., refused blown Lateral fuse, 20 customers affected.

Electric Utility Top Consumption Customers (kwh/meter) for May:

NAME	SERVICE ADDRESS	KWH	AMOUNT
BD Of County Commissioner	825 N. Orange Ave.	252,200	\$32,418.80
Clay County Jail	901 N. Orange Ave.	248,480	\$31,309.52
St. Johns Landing	1408 N. Orange Ave.	205,740	\$28,030.64
Kindred Health	801 Oak St.	194,800	\$24,309.20
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	155,200	\$20,128.80
Permabase Building Products	1767 Wildwood Rd	152,000	\$18,930.00
BD Of Public Instruction	2025 State Road 16	101,200	\$14,752.80
Clay County Court House	825 N. Orange Ave.	101,120	\$12,772.08
Tamko Roofing Products	914 Hall Park Rd.	96,640	\$14,622.96
Governors Creek #436	803 Oak St.	72,400	\$ 9,539.60
City of Green Cove Springs	1277 Harbor Road	72,000	\$ 8,754.80
City of Green Cove Springs	Set Street Lights	66,392	\$ 9,240.49
Clay County Driver's License	477 Houston St.	60,320	\$ 8,120.88
Coral Ridge Foods	1165 N Orange Ave.	53,440	\$ 6,922.16
Garber Realty/GMC	3340 Highway 17	51,200	\$ 6,977.20
VAC-CON	954 Hall Park Rd.	50,080	\$ 6,855.12
Pegasus Technologies	932 Pilot Dr.	48,240	\$ 6,460.76
BD Of Public Instruction	1 N Oakridge Ave	48,000	\$ 7,424.00
BD Of Public Instruction	801 Center St.	47,840	\$ 6,597.36
Direct TV/ATT Services Inc.	512 Center St.	44,320	\$ 5,751.28
BD Of Public Instruction	Clay High School	42,720	\$ 6,603.68
BD Of Public Instruction	608 Mill St.	39,200	\$ 5,669.20
Duval Asphalt Products, Inc.	1921 Jersey Ave.	38,400	\$ 8,264.60
Race Trac Petroleum Inc.	3106 Highway 17	37,680	\$ 4,830.32

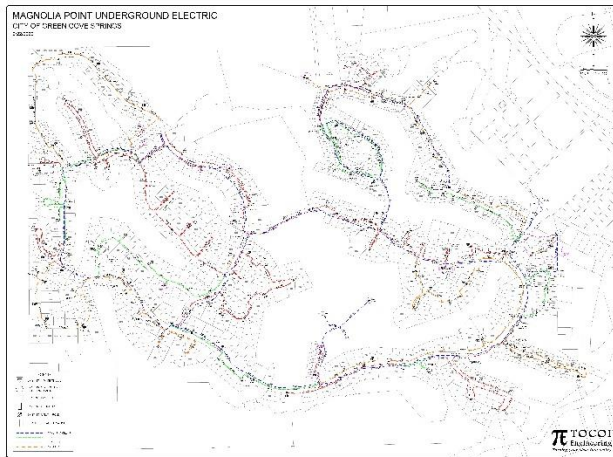
Electric Utility Department Capital Projects:

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.

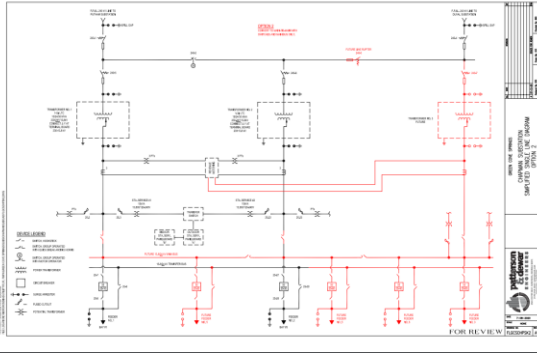
Magnolia Point Reconductor

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 roads along the way. The re-design is now completed by our engineer. Conduit and Conductor has been received for phase I and work has begun. Work started on October 11, 2021, with completion expected by end of Summer 2022.



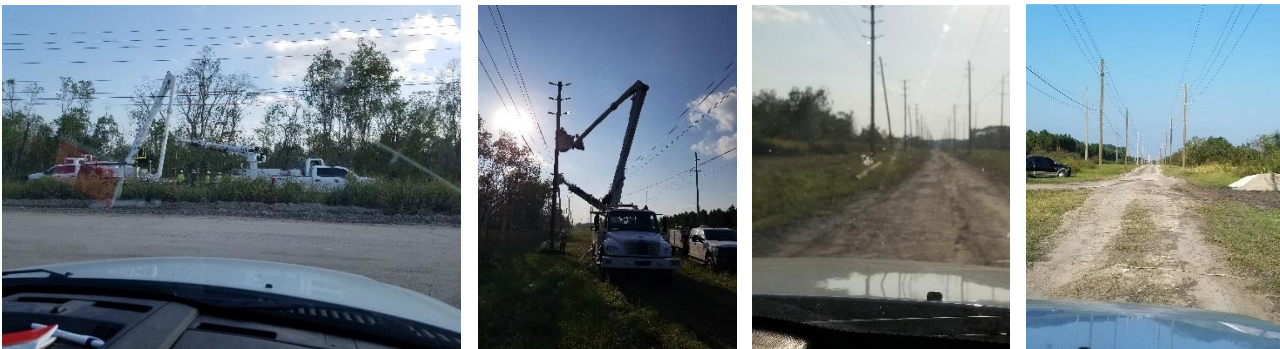
Chapman Substation upgrade

Patterson & Dewar is the City’s engineering firm for this project. The transformer is now energized with load on it, and we are now in the final stages of installing the new SCADA system on the older transformers. Patterson & Dewar have designed the rest of the improvements to the substation as well as SCADA to be installed throughout the system. Design is complete. The construction was awarded to Terry’s Electric. They arrived on site the first week of January 2021 to begin work at the substation. The substation work is complete, and we are working with Patterson & Dewar to finish up the last testing of the SCADA system before going live. The project should be complete by the middle of 2022.



Chapman 3RD Circuit

IRBY Construction began September 21, 2020, and the **PROJECT IS NOW COMPLETE.**



Chapman 1 / Chapman 2

Express circuit feed project of Chapman 1 to north of Governors Creek (a.k.a. **Magnolia Point Third Feed**) and Chapman 2 extension to Harbor Rd project have been combined to balance future load requirements north of Governors Creek and to supply additional restoration procedure options involving electric outages north of Governors Creek. Conductor had been installed on Roberts St. for Chapman 1 alternate path. City crews are now working on additional new line on south right of way that will enable Reynolds Park load to be transferred from Chapman 1 circuit to Chapman 2. Materials for this portion of the project are being funded by a DEO Grant. **PROJECT IS NOW COMPLETE.**

Houston St. re-conductor

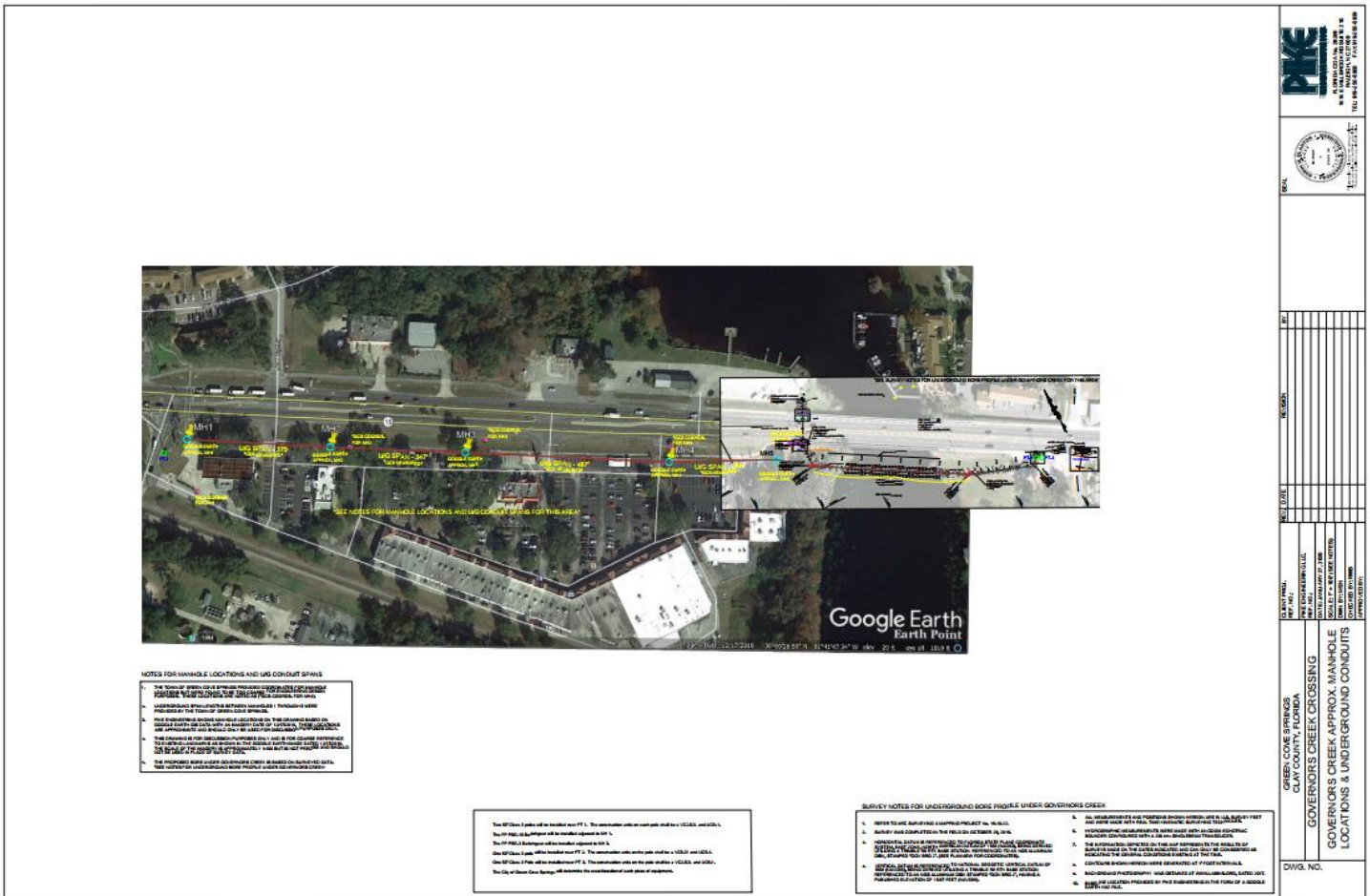
Planning for the re-conductoring of Chapman 2 with 477 AAC from Martin Luther King Blvd. to Palmetto Ave. has begun. This will support a second circuit extending north of Governors Creek for restoration involving Magnolia Point, provide an alternate tie between Chapman 1 and Chapman 2 (was not possible 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. Materials have started arriving and we are installing the material as it arrives.

Governors Creek Hardening Project

This project will allow the overhead conductor crossing Governors Creek to be placed underground from Grove Street to Harbor Road. This project has been split into two phases: (1) design and permitting and (2) construction. It is being 75% funded by a FEMA HMGP grant. Phase 1 is complete. The project is now being evaluated by FDEM and FEMA funding for the construction phase. Once funding is in place and a contract is executed, bidding and construction should take approximately 9 months. This project will also support to extension of Chapman 1 and Chapman 2 circuits north of Governors Creek to provide additional capacity and reliability for all customers north of Governors Creek.



North and South Substation Improvements

North and South substation sub-station upgrades have begun with directional bore designs completed to install URD 23KV feeds to substation transformers eliminating the possibility of catastrophic failure in the event of lightning or material failure which could cause conductor to fall into existing bus work.

Public Works Monthly Executive Summary May 2022



Street Department

During the month of May, The Street Department has been busy throughout the City. Additional activities included:

- Trim back limbs and vegetation on the city rights-of-way.
- Setup for Food Truck Friday May 13th.
- Preparation for the Annual Memorial Day Festival.
- Palmetto Ave Welcome Wall improvements.
- City Wide Street Sign Maintenance.

The Street Department completed 26 additional work orders that pertained to street and stormwater issues.

Parks Department

During the month of May, the Parks Department mowed, trimmed, and edged all areas one time including the DOT rights-of-way, City Parks, and FCT property. Additional activities included:

- Monthly playground equipment inspection and necessary repairs.
- Preparation for the Annual Memorial Day Festival.
- Clean the City Pool 4 times.
- Clean storm drains City Wide.
- Prepped Spring Park for Food Truck Friday May 13th.

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 **78** work orders.

Tradesworker

During the month of May, **23** work orders were completed.

Solid Waste Department

Cove Life, Litter Cleanup Program & New Services:

- Picked up everything around the rollout cans.
- 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 9 trash cans and 9 recycle bins to new customers.
- Delivered 4 blue recycle bins to current customers.
- Repaired 3 trash cans.
- Replaced 10 trash cans.

This month, the city collected:

- **370.70** tons of Class I garbage (21% increase)
- **14.39** tons of recycling (1.3% increase)
- **130.69** tons of yard waste (7% decrease)
- **19.14** tons of white goods and other junk

For comparison during May 2021, the city collected:

- **306.16** tons of Class I garbage
- **14.20** tons of recycling
- **139.95** 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.
Construction approximately 40% complete

- 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. An alternative would be construction of this train at the South Plant site in Reynolds Park if the southern /Reynolds portion of our service territory is where significant growth occurs
- Phase V (future – determined by growth) is a third identical 1.25 MGD AWWTP built at the Harbor Road or Reynolds 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 and Clay County on utility relocations associated with the First Coast Expressway and Clay County road expansions (CR 315 & CR 209 / Russel Road).
- **Senate Bill 64:** In 2021 the Florida Senate approved SB 64, which requires wastewater treatment plants to eliminate surface water discharges by 2035, which has become a significant financial burden to utilities. This requires the city to eliminate effluent discharge from the Harbor Road and South wastewater treatment plants to the St. Johns River. While the city has been implementing reclaimed water projects for several years, there are not enough uses to take all of the city’s treated wastewater. In November 2021 the city submitted to FDEP a plan as to how surface water discharges will be eliminated.

Potable Water:

- 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 and other areas of our service territory. 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:
 - New water mains along two primary streets to remedy fire hydrants that were inadequate.
 - New 12” water main crossing under SR 16 to replace aging mains that endanger the integrity of the road. This eliminated four existing crossings.
 - New water main along Red Bay Road eliminating existing aging and leaking pipes. In addition remediating fire hydrants that were 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.
 - **Completed September 2021**

South Service Territory Improvements:

- New 12” water main loop from US17 along CR 209 S to the existing 12” water main that terminated at 4600 CR 209 S. This also included a new 4” sewer force main from US 17 along CR 209 S to the First Coast Expressway crossing. **Completed September 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. **Approximately 85% complete**
- 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 4 new services.
- Completed 81 water related work orders.
- Completed 31 sewer related work orders.
- Responded to 175 utilities locate requests.

TOP 10 WATER CUSTOMERS MAY 2022

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Superior Construction CO SE	1	Superior Construction CO SE
2	Sheriff’s Department	2	Sheriff’s Department
3	Governors Creek #436	3	Pestology LLC
4	Clay High	4	General Underground, LLC
5	Tony Seago	5	Clay High
6	Clay County Court House	6	Governor Creek #436
7	Premier Surface Design LLC	7	Clay County Court House
8	A-1 Stone World INC	8	Tony Seago
9	Clay Port INC	9	Premier Surface Design LLC
10	Springs Coin Laundry	10	Clay Port INC

TOP 10 IRRIGATION CUSTOMERS MAY 2022

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Mobro Marine, INC	1	Mobro Marine, INC
2	Magnolia Point Investment	2	Magnolia Point Investments
3	Permabase Building Products	3	Permabase Building Products
4	Magnolia Point Association	4	Magnolia Point Association
5	Sheriff's Department	5	Sheriff's Department
6	Green Cove Spring Junior High	6	Troy Lampe
7	Troy Lampe	7	Green Cove Spring Junior High
8	Conway & Celia Tomlinson	8	Vallencourt Construction
9	Vallencourt Construction	9	Conway & Celia Tomlinson
10	Chris & Patrice Johnson	10	James & Cassandra Butler

TOP 10 SEWER CUSTOMERS MAY 2022

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	St. John's Landing	1	St John's Landing
2	Sheriff's Department	2	Sheriff's Department
3	Governors Creek#436	3	Clay High
4	Clay High	4	Governors Creek #436
5	Tony Seago	5	Clay County Court House
6	Clay County Court House	6	Premier Surface Design LLC
7	Premier Surface Design LLC	7	Clay Port INC
8	A-1 Stone world INC	8	Diamond Assisted Living
9	Clay Port INC	9	Garber Realty /car wash
10	Springs Coin Laundry	10	Garden Highway SE LLC

Wastewater Plant Capacity Status

South Plant: TMDL Capacity 0.350 MGD*

- Current Loading 0.268 MGD*, 79% Capacity (April 2022 Annual Average)
- Current & Committed (.331) Loading 0.606 MGD*, 175% Capacity
- Current, Committed (.331) & Requested (0.50) Loading 0.656 MGD*, 189% Capacity

Harbor Road: TMDL Capacity 0.650 MGD*

- Current Loading 0.478 MGD*, 74% Capacity (April 2022 Annual Average)
- Current & Committed (.092) Loading 0.570 MGD*, 88% Capacity
- Current, Committed & Requested (0) Loading 0.570 MGD*, 88% Capacity

*MGD = Million Gallons per Day

Note: No Reynolds growth or loading projections included in above.