

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, JANUARY 19, 2021 – 7:00 PM



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

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

AGENDA

Invocation & Pledge of Allegiance to the Flag

Roll Call

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

AWARDS & RECOGNITION

1. Promotion of Brandi Acres from Communications Officer to Communications Supervisor. **Derek Asdot**

PRESENTATION

2. Kimberly Cobb-Ray - NEFL Community Action Agency

PUBLIC HEARINGS

3. First Reading of Ordinance No. O-01-2021, an Ordinance amending Chapter 90 of the City Code Article II Electric Utility, Division 2. Service Applications and Contracts, creating Section 90-24 entitled "Utility Payment Extensions" **Marlena Guthrie**

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.

4. City Council approval of the 2021 Food Truck Friday Schedule and Request for City Support **Kimberly Thomas**

- [5.](#) City council approval of Training Funds being used for Block 1 of 4 for JJ Mares for Law Enforcement Basic Recruit Program. *Derek Asdot*
- [6.](#) City Council approval of the use of training funds for Record Technician, Karla Olivierre-Holness, to attend an online training class: Florida Sunshine Law for Law Enforcement. *Derek Asdot*
- [7.](#) City Council approval of the 4th Annual GCSPD Golf Tournament. *Derek Asdot*
- [8.](#) City Council approval of Engineering Service Agreements for upcoming State Revolving Fund and other construction projects to Mittauer & Associates and CPH Incorporated from Bid # LC2020-21, Engineering Services DEP /SRF. *Scott Schultz*
- [9.](#) City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute, the Clean Water State Revolving Fund (SRF), Construction Loan Agreement WW100420, Grant Agreement SG 100421 for Phase II Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00. *Scott Schultz*
- [10.](#) City Council approval to surplus old post lamps from Spring Park. *Scott Schultz*
- [11.](#) City Council approval to surplus old roofing tiles from Qui-Si-Sana Hotel. *Scott Schultz*
- [12.](#) Council approval Air-Max as the City's HVAC vendor for new installations and service to be excepted from informal and formal bidding processes for consistency. *Mike Null*

COUNCIL BUSINESS

- [13.](#) City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.
14. City Council Reports and/or Correspondence.

Adjournment

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

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

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

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

ADA NOTICE

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

PUBLIC PARTICIPATION:

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

EXPARTE COMMUNICATIONS

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



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session

MEETING DATE: 01/19/2021

FROM: Derek Asdot, Chief of Police

SUBJECT: Promotion of Brandi Acres from Communications Officer to Communications Supervisor.

BACKGROUND

Promotion of Brandi Acres from Communications Officer to Communications Supervisor.

FISCAL IMPACT

RECOMMENDATION

Awards and Recognition.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** January 19, 2021
FROM: Marlena Guthrie, Erin West
SUBJECT: First Reading of Ordinance No. O-01-2021, an Ordinance amending Chapter 90 of the City Code Article II Electric Utility, Division 2. Service Applications and Contracts, creating Section 90-24 entitled "Utility Payment Extensions" *Marlena Guthrie*

BACKGROUND

The City adopted Ordinance O-03-2016 in March of 2016, setting forth the rules and regulations for customers to obtain Utility Payment Extensions. Staff requests the changes to improve the program for customers. The changes will increase the length of time of the extension from one week to two weeks, removes the requirement for accounts to be in good standing and to have no active code violations. Staff requested these changes after observing those who needed the extension were having to use more than one per billing cycle to get them to their pay dates, and by lengthening the time for the extension this should give customers the full benefit of all three of their extension to use during the calendar year versus using them all during one billing cycle. We also know that the primary users of extensions are those whose accounts have delinquent payments so by removing this requirement we can benefit more customers.

FISCAL IMPACT

No anticipated fiscal impact.

RECOMMENDATION

Approval as to form only Ordinance No. O-01-2021, an Ordinance amending Chapter 90 of the City Code Article II Electric Utility, Division 2. Service Applications and Contracts, creating Section 90-24 entitled "Utility Payment Extensions"

ORDINANCE NO. O-01-2021

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CHAPTER 90 OF THE CITY CODE, ARTICLE II. ELECTRIC UTILITY, DIVISION 2. SERVICE APPLICATIONS AND CONTRACTS CREATING SECTION 90-24 ENTITLED “UTILITY PAYMENT EXTENSIONS;” PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Green Cove Springs wishes to amend its existing Utility Payment Extension policy.

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

SECTION 1. City Code Chapter 90.24, Utilities Payment Extension, is hereby amended, as follows:

City’s utility payment extension offers qualifying customers the chance to extend their utility bill due date. Once the statement amount becomes past due, a payment extension may be granted to avoid service interruption. The customer must request a payment extension in writing prior to the disconnection date.

Terms and conditions of a payment plan will be based on the following:

- No Tampering/Fraud activity at any time.
- All existing extension(s) must be paid in full
- Account must be active for 182 days
- No Insufficient or Non-Sufficient Funds “NSF” checks written to the city in the last 90 days

If satisfactory arrangements are made with the City of Green Cove Springs Representative prior to disconnection, a fourteen (14) calendar day extension from the disconnection date may be granted to the applicant. Customers shall be granted only one extension per cycle bill.

Payment extensions will be limited to three (3) within a 365-day period with at least 30 days between extensions.

In order to obtain an extension a customer must fill out a Utility Extension Request Form and submit to the Customer Service office at City Hall during regular business hours, along with a photo ID.

Exclusions and exceptions may be approved by the supervisor.

SECTION 2. CODIFICATION. This Ordinance shall constitute and be codified as new City Code Section 90-24.

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

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective upon passage.

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 19TH DAY OF JANUARY, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

B. Van Royal, 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 2ND DAY OF FEBRUARY, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

B. Van Royal, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Consent Agenda **MEETING DATE:** January 19, 2021
FROM: Kimberly Thomas, Executive Assistant to the City Manager
SUBJECT: City Council approval of the 2021 Food Truck Friday Schedule and Request for City Support

BACKGROUND

Vice Mayor Gaw presented a March beginning date, schedule, and request for support (see attached).

FISCAL IMPACT

RECOMMENDATION

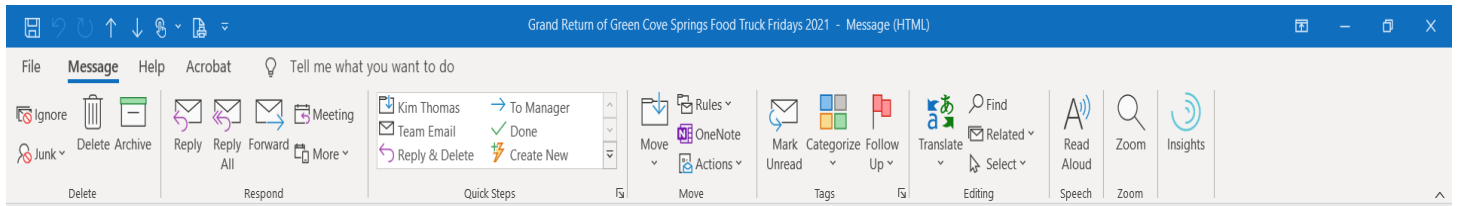
City Council approval of Food Truck Friday 2021 Schedule and Request for City Support.

Green Cove Springs Food Truck Friday 2021 - Proposed Dates

Target:: - Second Friday each Month

Updated:: 6-Jan-21

<u>Date</u>		<u>Band</u>
January	XXX	
February	XXX	
March	12	DownPine
April	9	Boogie Freaks
May	14	Love Monkey
June	11	Jimmy Beats Band
July	9	VOX
August	13	7 Street Band
September	10	Curt Towne Band//Doc Moccassin
October	8	Boogie Freaks
November	12	Fat Cactus
December	XXX	



Grand Return of Green Cove Springs Food Truck Fridays 2021



Edward Gaw <edward@hiliner.com>

To: Erin West; Steve Kennedy; Tiffanie Reynolds; Heather Glisson; vanroyal2@aol.com; Derek Asdot; Kim Thomas
Cc: Manuel Granados; Krissy Weeks; curtownemusic@gmail.com; vibelivepro@gmail.com; Zirbel-Williams, Anna

Reply Reply All Forward ...

Wed 1/6/2021 11:29 AM



CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear All –

I trust all continues well at the beginning of 2021. In the eternal interest of optimism, positive waves and expectations consistent with the ideals of our beautiful City – I would like to announce publicly the dates of the Grand Return of GCS FTF for 2021. As discussed, we have confirmed the bands and support services (sound engineering) for each date and scheduled some of the finest weather ever recorded on the West Bank of the St. John's. For the first time this year, we have attempted to schedule each event on the second Tuesday of each month. It remains our hope and prayer that pandemic progress will accelerate in the coming weeks and events of this type can flourish through 2021 and provide all with fun outside family events, wonderfully diverse food choices and great local music. We understand that guarantees are difficult to come by but our intent is clear – We are committed to providing the Citizens of GCS the opportunity to enjoy their Park, River front views and zephyrs and each other as we continue to work cooperatively to keep each other well.

I would kindly ask you to review these dates and discuss any thoughts, improvements or ideas for these events. I greatly appreciate your time and considerations. Please advise if more is required.

Best –

E
954 684 1380 - M



Green Cove Springs

Food Truck Friday

Back in Spring Park

Great Food Live Music

5:00 to 9:30pm

March 12th

April 9th

May 14th

June 11th

July 9th

August 13th

September 10th

October 8th

November 12th

Down Pine

Boogie Freaks

Love Monkey

Jimmy Beats Band

Vox

7th Street Band

Curt Town Band

Boogie Freaks

Fat Cactus

Bring the Kids, a Cooler and a Chair

See You There!



INVOICE

5001 St. Johns Avenue
Palatka, Florida 32177
Phone (386) 312-4117 Fax (386) 312-4167

DATE: December 16, 2020
INVOICE NUMBER: 2021-01

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

PAYMENT TERMS: Due on Receipt

DESCRIPTION	AMOUNT
<u>Jeremiah Mares xxx-xx-1987</u>	
1 of 4 Blocks-Law Enforcement Basic Recruit Program # 5005 class will begin January 6, 2021	
CJK0001 Introduction to Law Enforcement	\$ 344.57
CJK0096 Physical Conditioning	165.00
CJK0020 CMS Vehicle Operations	322.00
CJK0012 Legal	209.75
TOTAL	\$ 1,041.32

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

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

OKAY TO PAY

Debra A. ...

104-2021-5005410



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** 01/19/2021
FROM: Derek Asdot, Chief of Police
SUBJECT: City council approval of Training Funds being used for Block 1 of 4 for JJ Mares for Law Enforcement Basic Recruit Program.

BACKGROUND

Block 1 of 4 for Law Enforcement Basic Recruit Program from St. Johns River State College. Total amount of statement is \$1,041.32. Funds will be coming out of Training Account Fund: 104-2021-5005410.

FISCAL IMPACT

RECOMMENDATION

Please approve the use of training funds.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** 01/19/2021
FROM: Derek Asdot, Chief of Police
SUBJECT: City Council approval of the use of training funds for Record Technician, Karla Olivierre-Holness, to attend an online training class: Florida Sunshine Law for Law Enforcement.

BACKGROUND

PRI Management Group is hosting an on-line training class: Florida Sunshine Law for Law Enforcement in which our Records Technician would like to attend. Total amount for class is \$250.00. Funds will be coming out of Training Account Fund: 104-2021-5005410.

FISCAL IMPACT

RECOMMENDATION

Approve the use of training funds for Record Technician, Karla Olivierre-Holness to attend on online training: Florida Sunshine Law for Law Enforcement.



CITY OF GREEN COVE SPRINGS ADVANCED TRAINING/ LICENSE/CERTIFICATE REQUEST

Requires Department Head's, Human Resources Director's, and City Manager's approval before scheduling

Name: Karla Holness Hire Date: _____ Employee ID #: _____

Department: Records Position: Record Technician

Type of Training / Education: Advanced Training License Other _____

Purpose of Training / Education: Job Skills Career Advancement

Name of Provider: PRI Management Group

Address: 299 Alhambra Circle, Suite 316 Coral Gables, FL 33134

Course/Seminar Title: Florida Sunshine Law for Law Enforcement

Start Date: 02/17/2021

End Date: 02/17/2021

Registration Fee: \$ 250 (will need to be paid) 104-2021-5005410

Accommodations: \$ 0

Total Cost: \$ 250

FOR HR USE ONLY

____ Copy given to employee after authorization

____ Copy given to Finance

*Traveling – Review Travel and Funds
Advance Request Form

****Employee: Please attach copy of class description.***

Please read each statement below and initial to the left of each statement to verify your understanding of the rules regarding the Training & Education Policy. For more information, please refer to the Personnel Manual, Section 10.

KCH Reimbursement for any training, license(s), certificates and books may only be requested after the employee has worked for the City for one (1) continuous year of full-time service.

KCH Course is job-related or provides benefit to the City.

KCH The cost of books for the course may be reimbursable up to 100%, upon approval by the City Manager.

KCH I certify that I have read and understand the Training & Education Policy and that to the best of my knowledge this application is complete and correct. I further understand that falsifying this application can be grounds for suspension from the Training & Education Program or disciplinary action and could constitute fraud which could result in criminal penalties.

KCH If separation of employment occurs with the City within three (3) years for advanced training or certifications costing more than \$250 and paid by the City, I agree to reimburse the City a prorated amount.

KCH If separation of employment occurs with the City within six (6) months of receiving a certification/license costing less than \$250 such as, CDL, Water/Wastewater license, or Notary Public and paid by the City, the employee shall be responsible for 100% reimbursement.

Employee: K. Khan Date: 1-5-21

Sergeant/Supervisor: n/a Date: ----- Approved Disapproved

Division Commander: [Signature] #673 Date: 1-5-21 Approved Disapproved

Dept. Head: [Signature] Date: 1-5-21 Approved Disapproved

HR Director: _____ Date: _____ Approved Disapproved

City Manager: _____ Date: _____ Approved Disapproved

NOTE: Once you have obtained Department Head's signature, this form must be submitted to the HR Department.

**Employee: Please attach copy of class description.*

FL Sunshine Law for Law Enforcement

Item #6.

Modernizing American law enforcement information management operations.

"I have attended many seminars and training classes over the last 20 years in law enforcement; I have to say with certainty, yours was simply amazing. You are very informed about the topic you teach."

WHO SHOULD ATTEND

- + Records personnel or others within the agency who are responsible for reviewing, redacting and releasing law enforcement records.

REGISTER ONLINE

Register online at policerecordsmanagement.com

COST

\$250/person
Checks & Credit Cards
5-day cancellation policy for refunds.

Checks payable to:
PRI Management Group
299 Alhambra Circle, Suite 316
Coral Gables, FL 33134

ONLINE TRAINING ANNOUNCEMENT

COURSE: Florida Sunshine Law for Law Enforcement

DATE: February 17, 2021 8a-3p

WHERE: Online ONLY

OVERVIEW

A one day course covering the application of Florida Chapter 119 to law enforcement records. This seminar focuses on public records held specifically by law enforcement agencies and understanding what should or should not be released to the public according to Florida law and corresponding legal opinions.

Topics Include:

- + Overview of Florida's Sunshine Law (Chapter 119)
- + Exempt vs Confidential Records
- + Understanding and Identifying criminal investigative and intelligence information
- + Handling victim and witness information
- + Redacting law enforcement reports (includes hands-on exercises)
- + Releasing law enforcement training and personnel file information
- + Discovery vs public records requests
- + Managing sealed and expunged records

QUESTIONS

Registration/payment issues contact:
Charles Main, Training Coordinator
305-460-0096
training@policerecordsmanagement.com

PRESENTED BY:

PRI
MANAGEMENT GROUP

When

Wednesday, February 17, 2021 from 8:00 AM to 3:00 PM EST

[Add to Calendar](#)

Where

This is an online event.

Contact

Charles Main
PRI Management Group
305-460-0096
training@policerecordsmanagement.com

FL Sunshine Law Online February 17, 2021

A one day course covering the application of Florida Chapter 119 to law enforcement records. This seminar focuses on public records held specifically by law enforcement agencies and understanding what should or should not be released to the public according to Florida law and corresponding legal opinions.

You have successfully registered for this seminar; look for a confirmation email shortly.

Thank you!

Any questions call 305-460-0096 or email: training@policerecordsmanagement.com

This is an online event. Check your confirmation e-mail for instructions on how to join.

 [Share this event on Facebook](#)

 [Tweet that you're attending](#)

Agency Information

Agency:	Green Cove Springs Police Department
Address 1:	1001 Idlewild Avenue
City:	Green Cove Springs
State:	Florida
ZIP Code:	32043
Phone:	9042977322
Billing Contact Name:	Amanda Upton
Billing Contact Email:	auputon@gcspd.com

Attendee Information

First Name:	Karla
Last Name:	Holness
Email Address:	olivierrek@gcspd.com
Phone:	9042977300
Rank:	
Job Title:	Records Technician
How did you hear about this seminar?	Other

Payment Summary**Payment Method**

Pay By Check

Please make check payable to:

PRI Management Group
299 Alhambra Cir
Suite 316
Coral Gables, FL 33134

<i>Name</i>	<i>Type</i>	<i>Quantity</i>	<i>Fee</i>	<i>Total</i>
Karla Holness	Event fee	1	\$250.00	\$250.00
TOTAL:				\$250.00

[Go back to Event Page](#)



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** 01/19/2021
FROM: Derek Asdot, Chief of Police
SUBJECT: City Council approval of the 4th Annual GCSPD Golf Tournament

BACKGROUND

Approval of GCSPD's 4th Annual Golf Tournament. All proceeds will benefit our Trunk or Treat event in October. Location is Magnolia Point Golf Club on Friday, March 19, 2021.

FISCAL IMPACT

RECOMMENDATION

Council approval of the 4th Annual GCSPD Golf Tournament.

REGISTER TODAY!

The 4th Annual GCSPD
Golf Tournament

Name

Contact Number

Email Address

Company Name

- Individual Golfer - \$70
- Gold Level Sponsorship
- Blue Level Sponsorship
- Black Level Sponsorship

Mail Payments to GCSPD, C/O
Amanda Upton - 1001 Idlewild
Ave, GCS, FL 32043



EVENT INFO

Event Place

Magnolia Point Country Club
3670 Clubhouse Drive
Green Cove Springs, FL 32043

Time & Date

Friday, March 19, 2021
Registration Starts at 11:30AM
Shotgun Start at 1:00PM



Item #7.



The 4th Annual GCSPD

GOLF TOURNAMENT

Page 22

EVENT SPONSOR

Gold • \$150

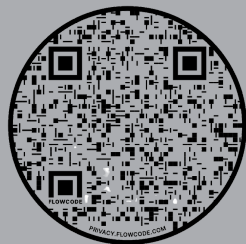
Green Sign
Listed in tournament materials

Blue • \$300

Green Sign
Listed in tournament materials
Ability to set up a booth at Tee Company name on banner

Black • \$500

Green Sign
Listed in tournament materials
Ability to set up a booth at Tee Company name on banner
Foursome
Recognition in tournament



THE ANNUAL TRUNK OR TREAT GOLF EVENT

Who We Are

The GCSPD Annual golf event is the golf tournament of the Spring unrivaled in its fantastic food and beverages, exceptional prizes and superior golfing.

Mission & Vision

Our mission is to raise money for our Annual Trunk or Treat event where all proceeds will benefit the event while also offering a great time for our golfers.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** January 19, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of Engineering Service Agreements for upcoming State Revolving Fund and other construction projects to Mittauer & Associates and CPH Incorporated from Bid # LC2020-21, Engineering Services DEP /SRF

BACKGROUND

Staff solicited requests for qualifications (RFQ) for upcoming construction projects, primarily focused on Florida Department of Environmental Protection (FDEP) State Revolving fund (SRF) funded projects. Three organizations submitted RFQ's. Two of the firms, Mittauer & Associates and CPH thoroughly met all qualifications. Staff is requesting approval to certify both organizations as capable and accessible for upcoming projects.

FISCAL IMPACT

Determined by scope of project

RECOMMENDATION

Approve Engineering Service Agreements for upcoming State Revolving Fund and other construction projects to Mittauer & Associates and CPH Incorporated from Bid # LC2020-21, Engineering Services DEP /SRF

EXHIBIT "A"

PROJECT DESCRIPTION:

The City of Green Cove Springs seeks proposals for Engineering Services for Water, Wastewater, systems improvement projects funded through the Department of Environmental Protection State Revolving Fund (DEP/SRF). The City may choose to award to more than one firm under this solicitation.

SCOPE OF SERVICES

The City of Green Cove Springs is soliciting the services of qualified Engineers to assist with its Department of Environmental Protection State Revolving Fund grant projects. The consultant(s) selected will function as the City's Engineering Consultant(s) and perform related engineering services, general consulting services, planning, funding assistance, engineering design, surveying, permitting, bidding, construction administration and resident observation services. General consulting services will normally be paid for on a General Task Order not to exceed a specified amount. Project Engineering, Design, Surveying, Planning and Resident Observation Services will normally be requested and paid for on a Task Oder specific to each project.

The selected firm(s) shall have a valid Engineering license in the State of Florida and be located within two (2) hours of Green Cove Springs. Time charged for projects should exclude time spent traveling to and from Green Cove Springs.

It shall be understood that the professional services to be provided will consist of various water, wastewater, grant related projects and that each project must be authorized separately. Prior to the authorization of any project, the engineer will prepare a detailed scope of work, consulting fee, and project schedule for the City's consideration.

This procurement shall be conducted in accordance with the City of Green Cove Springs' Purchasing Policies and Florida Statutes 287.055, Consultants Competitive Negotiations Act.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between *CPH, Inc.* whose address is *5200 Belfort Road, Suite 220, Jacksonville, FL 32256*, hereinafter called the "CONSULTANT" and the City of Green Cove Springs, a political subdivision of Florida, by and through its City Council, hereinafter referred to as "CITY", whose address is *City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, Florida 32043*.

WITNESSETH:

WHEREAS, the CITY has identified the need to retain professional engineers for consulting purposes to assist City personnel; and

WHEREAS, the CITY desires to engage consulting engineering firms to provide general consulting and engineering services on a continuing Agreement basis for projects with construction costs of \$4,000,000 or less, study activity fees of \$500,000 or less, and work of a specified nature, as may be required; and

WHEREAS, the CITY issued a *Request for Qualifications (RFQ) No. LC 2020-21*; and

WHEREAS, the CITY received three (3) replies from consultants in response to the RFQ; and

WHEREAS, the City Council accepted staff's recommendation to award contracts to (2) two of the three responsive firms; and

WHEREAS, the CONSULTANT is competent and qualified to furnish professional engineering services to the CITY and desires to provide professional services according to the terms and conditions stated herein; and

WHEREAS, the CITY has followed the selection and negotiation process in accordance with the Consultant's Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the CITY and the CONSULTANT agree as follows:

1. **SERVICES** – The CITY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described, but not limited to those in the RFQ No. LC 2020-21, "the Scope of Services" from the RFQ is attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the CITY to place any orders for work.

2. **TERM** – The Term of this Agreement will commence upon the date of City Council approval as first written above and will be effective for one (1) year with an option to renew for four (4) successive one (1) year periods, subject to the mutual consent of the CITY and the CONSULTANT, unless otherwise amended or terminated as provided herein. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.
3. **AUTHORIZATION FOR SERVICES**
- a. Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the CITY. Acceptance of the Work Order shall be evidenced by CONSULTANT'S execution of the Work Order. Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The CITY shall have the right to either increase or decrease the services to be provided by the CONSULTANT as outlined in the Work Order, at any time and for any reason, upon written notice to the CONSULTANT in the form prescribed in Section 25. In the event that an addition to the Work Order is negotiated, the CONSULTANT shall be fully compensated. In the event that a reduction to the Work Order is requested, the CONSULTANT shall be fully compensated for work performed thus far. All modifications to a Work Order must be reduced to writing and signed by both the CITY and the CONSULTANT. The CITY makes no covenant or promise as to the number of available projects or that any project will be assigned to the CONSULTANT by the CITY during the life of this Agreement. The CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so.
- b. City Department Directors are authorized to initiate Work Orders and serve as Project Managers; however, the City Manager or Designee shall sign and approve Work Orders and amendments and modifications to Work Orders on behalf of the CITY, in accordance with the adopted Purchasing Policies and Procedures of the City of Green Cove Springs.
4. **TIME FOR COMPLETION** – The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the CITY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.
5. **COMPENSATION** – The CITY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Lump Sum Basis," or on an "Hourly Rate Basis." If a Work Order is issued under an "Hourly Rate Basis", then CONSULTANT shall be compensated in accordance with the "Rate Schedule" attached as Exhibit "B". If a Work Order is issued under a "Lump Sum Basis", then the applicable Work Order Lump Sum Fee amount shall include any and all reimbursable expenses.

6. **REIMBURSABLE EXPENSES** – If a Work Order is issued on an "Hourly Rate Basis", then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order and to conditions, restrictions and limitations of Section 112.061, Florida Statutes. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:
- a. Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061 (7) and (8), Florida Statutes, or their successor; actual cost of long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.
 1. Actual expense of reproductions, postage and handling of drawings and specifications.
 2. If authorized in writing in advance by the CITY, the cost of other expenditures made by the CONSULTANT in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the CITY.

7. **PAYMENT AND BILLING**

- a. As a condition precedent for any payment, the CONSULTANT shall submit monthly, an invoice to the CITY requesting payment for services properly rendered and expenses due. The CONSULTANT'S invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an Hourly Rate Basis and the person's position rendering such service. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the CITY may require. Each invoice shall bear the signature of the CONSULTANT, which signature shall constitute the CONSULTANT'S representation to the CITY that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided are for a public purpose, that all obligations of the CONSULTANT covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the CONSULTANT that payment of any portion thereof should be withheld. Submission of the CONSULTANT's invoice for final payment will be clearly marked Final Invoice and shall further constitute the CONSULTANT'S representation to the CITY that, upon receipt by the CONSULTANT of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the services provided, will be paid in full.
- b. If the Scope of Services to be performed by a Work Order is clearly defined in advance of the work effort, the Work Order shall, at the sole discretion of the CITY, be issued on a "Lump Sum Basis." Upon the CONSULTANT'S acceptance of the Work Order, the CONSULTANT shall perform all work required by the Work Order, but in no event, shall the CONSULTANT be paid more than the negotiated "Lump Sum Fee" amount stated therein.

- c. If the Scope of Services to be performed by a Work Order is not clearly defined, the Work Order may, at the sole discretion of the CITY, be issued on an "Hourly Rate Basis" and contain a "Not-to Exceed" amount. Upon the CONSULTANT'S acceptance of the Work Order, the CONSULTANT shall perform all work required by the Work Order, but in no event, shall the CONSULTANT be paid more than the "Not-to-Exceed" amount stated therein.
- d. If the Scope of Services to be performed by a Work Order is not clearly defined, the Work Order may, at the sole discretion of the CITY, be issued on an "Hourly Rate Basis" and contain a "Limitation of Funds" amount. Upon the CONSULTANT'S acceptance of the Work Order, the CONSULTANT shall perform all work required by the Work Order, but in no event, shall the CONSULTANT be authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new "Limitation of Funds" amount. The CONSULTANT shall advise the CITY whenever the CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the "Limitation of Funds" amount.
- e. For Work Orders issued on a "Lump Sum Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event, shall the invoice amount exceed a percentage of the "Lump Sum Fee" amount equal to a percentage of the total services actually completed.
- f. For Work Orders issued on an "Hourly Rate Basis" with a "Not-to-Exceed" amount, the CONSULTANT may invoice the amount due for actual work hours performed, but in no event, shall the invoice amount exceed a percentage of the "Not-to-Exceed" amount equal to a percentage of the total services actually completed.
- g. For Work Orders issued on an "Hourly Rate Basis" with a "Limitation of Funds" amount, the CONSULTANT may invoice the amount due for services actually performed and completed.
- h. Each Work Order, whether issued on a "Lump Sum Basis" or an "Hourly Rate Basis" with a "Not-to-Exceed" amount shall be treated separately.
- i. The CITY shall make payments to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Purchase Order Number, and all other information required by this Agreement.
- j. Invoices shall be reviewed and approved by the Project Manager prior to payment. The original invoice shall be sent to:

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
Attn: Scott Schultz

8. GENERAL TERMS OF PAYMENT AND BILLING

- a. Payments for all sums properly invoiced shall be made upon satisfactory completion of work required hereunder. Upon final acceptance of the work by the CITY, the CONSULTANT may invoice the CITY for the full amount of compensation provided for under the terms of this Agreement, less any amount already paid by the CITY. The CITY shall pay the CONSULTANT within thirty (30) days from receipt of a correct invoice.
- b. The CITY may perform or have performed an audit of the records of the CONSULTANT either within one (1) year following project completion and final payment for services covered under this Agreement, or at any time during the project term. This audit would be performed at a time mutually agreeable to the CONSULTANT and the CITY either subsequent to the close of the final fiscal period in which the last work is performed or during the term of this Agreement. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in Subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as provided by Subsection (a) of this Section.
- c. The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT'S office at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for audit or inspection as provided for in Subsection (b) of this Section or as required by Chapter 119, Florida Statutes, and schedules established by the Bureau or Archives and Record Management for the State of Florida, whichever shall be greater.
- d. In the event any audit or inspection conducted after final payment, but within the period provided in Subsection (c) of this Section reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty (30) days written notice by the CITY, in the form prescribed in Section 25.
- e. All requests for payment shall be received no later than September 30th of each calendar year this agreement is in force. Any invoices not submitted in a timely manner will be subject to disallowance.

9. RESPONSIBILITIES OF THE CONSULTANT

- a. The CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

- b. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

10. **OWNERSHIP OF DOCUMENTS**

- a. The CITY shall have the unlimited rights, for the benefit of the City, in all original drawings, designs, specifications, notes and other consultant's work produced in the performance of this Agreement, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work. All documents, including drawings and specifications prepared by the CONSULTANT pursuant to this Agreement shall be instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the CITY or any others for any other project. Reuse for another project without written verification or adoption by the CONSULTANT for specific purpose intended will be at the CITY's risk. Any such verification or adaptation, if required by the CITY will entitle the CONSULTANT to further compensation at rates to be agreed by the CITY and the CONSULTANT. The original set and one additional copy of plans and specifications shall be delivered to and become the property of the CITY upon completion of the work by the CONSULTANT.

11. **TERMINATION**

- a. The CITY may by giving written notice to the CONSULTANT, in the form prescribed in Section 25, terminate this Agreement or any Work Order issued hereunder, in whole or in part, immediately, for cause, due to the failure of the CONSULTANT to fulfill its Agreement obligations. The CITY shall be the sole judge of non-performance. Further, either the CITY or the CONSULTANT may terminate this Agreement for convenience, with a thirty (30) day written notice, in the form prescribed in Section 25. The City Manager is authorized to terminate this Agreement on behalf of the CITY as directed by the City Council. Upon receipt of such written notice, the CONSULTANT shall:
- (1) Immediately discontinue all services affected unless the notice directs otherwise, and
 - (2) Promptly deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

- b. If the termination is for the convenience of the CITY, the CONSULTANT shall be paid compensation for services performed to the date of termination within thirty (30) days after delivery of such work and upon receipt of an invoice. If this Agreement calls for the payment based on a "Lump Sum Basis", the CITY shall pay the CONSULTANT no more than a percentage of the "Lump Sum Basis" amount equivalent to the percentage of the completion of work, as determined solely and conclusively, contemplated by this Agreement.
- c. If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the CITY may take over the work and ensure its completion by either other Agreements or in a manner that is in the best interest of the CITY to do so. In such case, the CONSULTANT shall be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subconsultants, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the CITY in its sovereign or contractual capacity, fires, floods, pandemic, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.
- d. If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the CITY. In such event, adjustment in the Agreement price shall be made as provided in Subsection (b) of this Section.
- e. If funds to finance this Agreement become unavailable, the CITY may terminate the Agreement with no less than twenty-four (24) hours written notice to the CONSULTANT in the form prescribed in Section 25. The CITY will be the final authority as to the availability of funds. The CITY will pay the CONSULTANT for all work completed prior to any notice of termination.
- f. The rights and remedies of the CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
12. **AGREEMENT AND WORK ORDER IN CONFLICT** – Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.
13. **NO CONTINGENT FEES** – The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14. **CONFLICT OF INTEREST**

- a. The CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the CITY.
- b. The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any City employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.
- c. In the event that the CONSULTANT causes or in any way promotes or encourages a City officer, employee, or agent to violate Chapter 112, Florida Statutes, the CITY shall have the right to terminate this Agreement pursuant to Section 11.

15. **ASSIGNMENT** – This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

16. **INDEMNIFICATION** – The CONSULTANT agrees to indemnify and hold harmless the CITY, and its officers and employees, from claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the CITY beyond the waiver provided in Section 768.28, Florida Statutes.

17. **INSURANCE** – The CONSULTANT will, for the life of this Agreement, maintain insurance in the types and amounts detailed in RFQ LC 2020-21. The CONSULTANT will provide the CITY with Certificates of Insurance that demonstrate coverage in at least the types and amount required herein and that the CITY shall be notified in writing at least thirty (30) days before any such insurance is cancelled. The CONSULTANT shall certify that all subconsultants comply with the same insurance requirements.

- a. Obligations – Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

18. **MODIFICATIONS, AMENDMENTS OR ALTERATIONS** – No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
19. **INDEPENDENT CONSULTANT** – It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.
20. **EMPLOYEE STATUS** – Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.
21. **SERVICES NOT PROVIDED FOR** – The CITY shall honor no claim for services furnished by the CONSULTANT not specifically provided for herein.
22. **PUBLIC RECORDS LAW** – Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

CONSULTANT, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this Contract. Specifically, the CONSULTANT must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed by the CONSULTANT.
- (2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer at no cost to the City for all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The CONSULTANT shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the City a copy of the CONSULTANT's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the City. The City's contact regarding all public records requests is Erin West, City Clerk, e-mail ewest@greencovesprings.com.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONSULTANT CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

23. **COMPLIANCE WITH LAWS AND REGULATIONS** – In providing all services pursuant to this Agreement, the CONSULTANT shall exercise usual and customary professional care in its efforts to abide by all statutes, laws, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Engineer shall secure all licenses or permits required by law or regulations, and shall comply with all ordinances, laws, orders, rules and regulations pertaining to its work hereunder. Any violation of said statutes, laws, ordinances, rules, or regulations shall entitle the CITY to terminate this Agreement immediately, for cause, upon written notice in the form prescribed in Section 25 to the CONSULTANT.
24. **CIRCULAR TWO C.F.R. 200.326 AND C.F.R. 200, APPENDIX II**
Terms found in 2 C.F.R. 200.326 and 2 C. F. R. Part 200, Appendix II, Required Contract Clauses, are included as part of this agreement by reference.
25. **NOTICE** – Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice to-wit:

FOR CITY:

Mike Null, Assistant City Manager
 City of Green Cove Springs
 321 Walnut Street
 Green Cove Springs, Florida 32043

FOR CONSULTANT:

David Gierach, P.E., CGC
 CPH, Inc.
 5200 Belfort Road, Suite 220
 Jacksonville, FL 32256

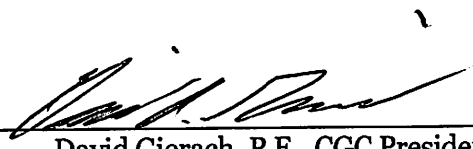
26. **SUCCESSORS AND ASSIGNS** – The CITY and CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
27. **THIRD PARTY BENEFICIARIES** – This Agreement does not create any relationship with, or any rights in favor of, any third party.
28. **NON-WAIVER** – The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
29. **GOVERNING LAW AND VENUE** – This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Clay County.
30. **ATTACHMENTS** – All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
31. **AMENDMENTS** – The parties may amend this Agreement only by mutual written agreement of the parties with the same formality and of equal dignity herewith.
32. **CAPTIONS AND SECTION HEADINGS** – Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
33. **CONSTRUCTION** – This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
34. **COLLUSION** – By signing this Agreement, the CONSULTANT declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, CONSULTANTS or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
35. **RIGHTS AT LAW RETAINED** – The rights and remedies of the CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.
36. **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above by the CITY.

CITY OF GREEN COVE SPRINGS

CPH, INC.

By: _____
B. Van Royal, Mayor

By:  _____
David Gierach, P.E., CGC President

By: _____
Steve Kennedy, City Manager

ATTEST:

By: _____
Erin West, City Clerk

APPROVED AS TO FORM AND CONTENT:

By: _____
L. J. Arnold, III, City Attorney

One (1) Exhibits:

- Exhibit "A" – Scope of Services RFQ No. LC 2020-21
- Exhibit "B" -Schedule of Rates

EXHIBIT "A"

PROJECT DESCRIPTION:

The City of Green Cove Springs seeks proposals for Engineering Services for Water, Wastewater, Drainage, Stormwater, Parks and Roadways. The City seeks to engage as many as six (6) responsive firms for Continuing Services Contracts.

SCOPE OF SERVICES

The City of Green Cove Springs has an established Capital Improvement Program. The consultant(s) selected will function as the City's Engineering Consultant(s) and perform related engineering services, general consulting services, and construction inspection services. General consulting services will normally be paid for on a General Task Order not to exceed a specified amount. Project Engineering and Construction Inspection Services will normally be requested and paid for on a Task Oder specific to each project.

The Capital Improvement Program will change each budget year and may change more frequently. The City does not commit to use the selected consultant(s) on any or all of these projects. Consultants may be selected specifically for individual projects based on the grant requirements or the desires of the City.

The selected firm(s) should be headquartered in or have a Florida regional office within 75 miles of Green Cove Springs. The successful firm(s) must be capable of being at the project site within two hours in the event of a local emergency. Time charged for projects should exclude time spent traveling to and from the firm's office and to or from Green Cove Springs.

1. Water/Wastewater

The City provides water and irrigation services to residents, businesses and industries within its service area from two water treatment plants. The potable water supply facilities consist of five groundwater supply wells, two treatment plants, four ground storage tanks, three elevated storage tanks and associated distribution piping.

Wastewater treatment is provided from two wastewater treatment plants with nutrient discharge permit limitations, two master pump stations, several collection system pump stations and associated collector sewers and force mains.

Reclaimed water is provided to the Magnolia Point Golf Course for irrigation from the Harbor Road wastewater facility. Evaluation of further expansion of the reclaimed water system is under way.

We will expect our consultant(s) to assist in planning, permitting and design for system maintenance and expansion, master planning and concurrency planning of our water, wastewater and reclaimed water systems. They will also be expected to assist in identifying financing sources and options as may be needed on various projects.

2. Drainage, Stormwater and Roadway/Parks

The City is broken up into three main sections: Magnolia Point, Core City and Reynolds Park. Each of these areas is approximately two (2) square miles in area. Magnolia Point and Reynolds both have privately owned and maintained streets and drainage systems. The City maintains the streets and drainage within the Core City and Magnolia West subdivision, which is west of Magnolia Point and detached from the Core City. The City maintains approximately 25 miles of

paved roads and one (1) mile of unpaved roads. The City maintains a stormwater system comprised of approximately 25 drainage basins with most outfalls discharging directly into Governor's Creek or the St. Johns River. The City is responsible to the state's NPDES stormwater program under its Phase II MS4 NPDES permit. The City is also responsible under the Lower St. Johns River TMDL Basin Management Action Plan (BMAP) for nutrient loading into the River.

Much of the City's streets and drainage infrastructure was constructed in the 1920s and is in constant need of repair. The City also maintains three passive recreation parks, all City rights-of-way, the State right-of-way within the City Limits (landscaping and cleaning only), a City pier on the St. Johns River, and a 136-acre nature preserve which has been acquired through the assistance of the Florida Conservation Trust's Florida Forever Program. The City is heavily dependent upon grants for most of its major capital projects.

The Contract to be entered into will be for various projects as needed.

In addition to the City's stormwater management program, various drainage and roadway related projects are constantly being identified. These projects may involve water quality, water quantity, erosion, etc. and generally come as a result of an aging infrastructure or lack thereof. The successful firm will be required to have the ability to take these projects from initial identification through the completion of construction. Work will consist of ongoing drainage engineering services for projects under the City's purview including but not limited to:

I. Drainage planning, permitting, design, and construction phase services for:

- Water quality enhancement facilities
- Storm drain improvements and rehabilitation
- Flood, stream erosion stabilization and stream restoration related channel improvements
- Hydrologic and hydraulic modeling
- FEMA flood insurance rate map revision/update assistance
- Studies and evaluation of water quality improvements, stream erosion stabilization and flood hazard mitigation projects
- Environmental assessment of proposed drainage projects
- GIS-based water quality enhancement, database, flood plain, and/or erosion studies

II. Stormwater & Drainage Services Support to include but not be limited to:

- Creating City master plan
- Stormwater management needs assessment
- Stormwater financing mechanism evaluation and implementation
- Stormwater facility inventory and characterization
- GIS-based pollutant load modeling
- Stormwater retrofit design
- Drainage system design
- Design standard development
- Plans preparation
- RFP document development
- Regulatory permitting
- Survey support
- Geotechnical support
- Grant assistance
- Computer modeling—hydrodynamic-ground/surface water, water quality statistical and analysis
- Stakeholder coordination and support

II. National Pollutant Discharge Elimination System (NPDES) Support:

- Permit tracking
- Permit renewal/modification
- Compliance assistance
- Ordinance evaluation/modification assistance

IV. Total Maximum Daily Loads Support

- Stakeholder coordination and support
- Non-point source loading calculations
- Water quality and biological assessments
- Nutrient balance
- BMP optimization
- Water quality monitoring

V. Roadway Services

Transportation

- Urban roadway planning and design
- Rural roadway planning and design
- Intersection planning and design
 - Conduct and analyze signal warrant analysis
 - Conduct and analyze roundabout justification studies
 - Structural design for traffic signals
 - Conduct, review and analyze transportation and traffic studies
 - Conduct transportation networks analysis
 - Assist in transportation network concurrency management
 - Roadway Segment Analysis

It shall be understood that the professional services to be provided will consist of various water, wastewater, reclaimed water, drainage, drainage related projects, civil and roadway, and that each project must be authorized separately. Prior to the authorization of any project, the engineer will prepare a detailed scope of work, consulting fee, and project schedule for the City's consideration.

This procurement shall be conducted in accordance with the City of Green Cove Springs' Purchasing Policies and Florida Statutes 287.

EXHIBIT "A"**PROJECT DESCRIPTION:**

The City of Green Cove Springs seeks proposals for Engineering Services for Water, Wastewater, systems improvement projects funded through the Department of Environmental Protection State Revolving Fund (DEP/SRF). The City may choose to award to more than one firm under this solicitation.

SCOPE OF SERVICES

The City of Green Cove Springs is soliciting the services of qualified Engineers to assist with its Department of Environmental Protection State Revolving Fund grant projects. The consultant(s) selected will function as the City's Engineering Consultant(s) and perform related engineering services, general consulting services, planning, funding assistance, engineering design, surveying, permitting, bidding, construction administration and resident observation services. General consulting services will normally be paid for on a General Task Order not to exceed a specified amount. Project Engineering, Design, Surveying, Planning and Resident Observation Services will normally be requested and paid for on a Task Order specific to each project.

The selected firm(s) shall have a valid Engineering license in the State of Florida and be located within two (2) hours of Green Cove Springs. Time charged for projects should exclude time spent traveling to and from Green Cove Springs.

It shall be understood that the professional services to be provided will consist of various water, wastewater, grant related projects and that each project must be authorized separately. Prior to the authorization of any project, the engineer will prepare a detailed scope of work, consulting fee, and project schedule for the City's consideration.

This procurement shall be conducted in accordance with the City of Green Cove Springs' Purchasing Policies and Florida Statutes 287.055, Consultants Competitive Negotiations Act.

EXHIBIT "B"

CPH Billing Rate Schedule

City of Green Cove Springs - RFQ LC 2020-21

Engineering Services for Water, Wastewater Systems improvement projects funded through the Department of Environmental Protection State Revolving Fund

Category	Rate
Principal	\$205
Senior Project Manager	\$194
Project Manager	\$173
Senior Project Engineer	\$151
Project Engineer	\$130
Principal Traffic Engineer	\$194
Senior Traffic Engineer	\$146
Traffic Engineer	\$130
Traffic Analyst	\$124
Principal Environmental Scientist	\$189
Senior Environmental Scientist	\$146
Lead Environmental Scientist	\$113
Environmental Scientist	\$103
GIS Analyst	\$113
Arborist	\$135
Principal Planner	\$184
Senior Planner	\$151
Planner	\$108
Principal Architect	\$194
Senior Architect	\$173
Architect	\$146
Senior Architectural Manager	\$140
Senior Architectural Designer	\$130
Architectural Designer	\$113
Interior Designer	\$124
Architectural CADD Technician	\$92
Principal Structural Engineer	\$194
Senior Structural Engineer	\$162
Structural Engineer	\$130
Principal MEP Engineer	\$194
Senior MEP Project Engineer	\$167
MEP Project Engineer	\$135
Principal Landscape Architect	\$184
Senior Landscape Architect	\$151
Landscape Architect	\$113
Senior Landscape Designer	\$108
Landscape Designer	\$92

Category	Rate
Project Coordinator	\$97
Senior Project Designer	\$146
Project Designer	\$124
Senior Design Technician	\$113
Design Technician	\$103
CADD Technician	\$81
Senior Graphic Designer	\$151
Graphic Designer	\$86
Administrative	\$81
Clerical	\$65
Network Admin. (I)	\$86
Senior Construction Manager	\$130
Construction Manager	\$113
Construction Field Representative II	\$119
Construction Field Representative I	\$86
Principal Surveyor	\$184
Senior Professional Surveyor	\$140
Professional Surveyor and Mapper	\$135
Field Technician/Designer	\$113
Surveyor in Training	\$108
Survey Project Manager/CADD	\$130
Field Crew Coordinator	\$119
Survey Party Chief	\$92
Survey Instrument Man	\$76
Senior Survey CADD Technician	\$119
Survey CADD Technician	\$81
Survey Crew (2 Man)	\$167
Survey Crew (Construction Staking - 2 Man)	\$194
Survey Crew (3 Man)	\$243
GPS (1 Man) / Robotics	\$157
GPS (2 Man)	\$194
1 Man Scanner/Laser Survey Crew	\$286
2 Man Scanner/Laser Survey Crew	\$313

Rev 1/8/2021

CPH Billing Rate Schedule

City of Green Cove Springs - RFQ LC 2020-21

Engineering Services for Water, Wastewater Systems improvement projects funded through the Department of Environmental Protection State Revolving Fund

Category	Rate
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Project Manager	\$173
Senior Project Engineer	\$151
Project Engineer	\$130
Principal Traffic Engineer	\$194
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Traffic Engineer	\$130
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Arborist	\$135
Principal Planner	\$184
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Planner	\$108
Principal Architect	\$194
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Architect	\$146
Senior Architectural Manager	\$140
Senior Architectural Designer	\$130
Architectural Designer	\$113
Interior Designer	\$124
Architectural CADD Technician	\$92
Principal Structural Engineer	\$194
Senior Structural Engineer	\$162
Structural Engineer	\$130
Principal MEP Engineer	\$194
Senior MEP Project Engineer	\$167
MEP Project Engineer	\$135
Principal Landscape Architect	\$184
Senior Landscape Architect	\$151
Landscape Architect	\$113
Senior Landscape Designer	\$108
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Category	Rate
Project Coordinator	\$97
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Graphic Designer	\$86
Administrative	\$81
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Network Admin. (I)	\$86
Senior Construction Manager	\$130
Construction Manager	\$113
Construction Field Representative II	\$119
Construction Field Representative I	\$86
Principal Surveyor	\$184
Senior Professional Surveyor	\$140
Professional Surveyor and Mapper	\$135
Field Technician/Designer	\$113
Surveyor in Training	\$108
Survey Project Manager/CADD	\$130
Field Crew Coordinator	\$119
Survey Party Chief	\$92
Survey Instrument Man	\$76
Senior Survey CADD Technician	\$119
Survey CADD Technician	\$81
Survey Crew (2 Man)	\$167
Survey Crew (Construction Staking - 2 Man)	\$194
Survey Crew (3 Man)	\$243
GPS (1 Man) / Robotics	\$157
GPS (2 Man)	\$194
1 Man Scanner/Laser Survey Crew	\$286
2 Man Scanner/Laser Survey Crew	\$313

Rev 1/8/2021

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between *Mittauer and Associates, Inc.* whose address is *580-1 Wells Road, Orange Park, Florida, 32073*, hereinafter called the "CONSULTANT" and the City of Green Cove Springs, a political subdivision of Florida, by and through its City Council, hereinafter referred to as "CITY", whose address is *City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, Florida 32043*.

WITNESSETH:

WHEREAS, the CITY has identified the need to retain professional engineers for consulting purposes to assist City personnel; and

WHEREAS, the CITY desires to engage consulting engineering firms to provide general consulting and engineering services on a continuing Agreement basis for projects with construction costs of \$4,000,000 or less, study activity fees of \$500,000 or less, and work of a specified nature, as may be required; and

WHEREAS, the CITY issued a *Request for Qualifications (RFQ) No. LC 2020-21*; and

WHEREAS, the CITY received three (3) replies from consultants in response to the RFQ; and

WHEREAS, the City Council accepted staff's recommendation to award contracts to (2) two of the three responsive firms; and

WHEREAS, the CONSULTANT is competent and qualified to furnish professional engineering services to the CITY and desires to provide professional services according to the terms and conditions stated herein; and

WHEREAS, the CITY has followed the selection and negotiation process in accordance with the Consultant's Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the CITY and the CONSULTANT agree as follows:

1. **SERVICES** – The CITY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described, but not limited to those in the RFQ No. LC 2020-21, "the Scope of Services" from the RFQ is attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the CITY to place any orders for work.

2. **TERM** – The Term of this Agreement will commence upon the date of City Council approval as first written above and will be effective for one (1) year with an option to renew for four (4) successive one (1) year periods, subject to the mutual consent of the CITY and the CONSULTANT, unless otherwise amended or terminated as provided herein. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.
3. **AUTHORIZATION FOR SERVICES**
- a. Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the CITY. Acceptance of the Work Order shall be evidenced by CONSULTANT'S execution of the Work Order. Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The CITY shall have the right to either increase or decrease the services to be provided by the CONSULTANT as outlined in the Work Order, at any time and for any reason, upon written notice to the CONSULTANT in the form prescribed in Section 25. In the event that an addition to the Work Order is negotiated, the CONSULTANT shall be fully compensated. In the event that a reduction to the Work Order is requested, the CONSULTANT shall be fully compensated for work performed thus far. All modifications to a Work Order must be reduced to writing and signed by both the CITY and the CONSULTANT. The CITY makes no covenant or promise as to the number of available projects or that any project will be assigned to the CONSULTANT by the CITY during the life of this Agreement. The CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so.
- b. City Department Directors are authorized to initiate Work Orders and serve as Project Managers; however, the City Manager or Designee shall sign and approve Work Orders and amendments and modifications to Work Orders on behalf of the CITY, in accordance with the adopted Purchasing Policies and Procedures of the City of Green Cove Springs.
4. **TIME FOR COMPLETION** – The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the CITY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.
5. **COMPENSATION** – The CITY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Lump Sum Basis," or on an "Hourly Rate Basis." If a Work Order is issued under an "Hourly Rate Basis", then CONSULTANT shall be compensated in accordance with the "Rate Schedule" attached as Exhibit "B". If a Work Order is issued under a "Lump Sum Basis", then the applicable Work Order Lump Sum Fee amount shall include any and all reimbursable expenses.

6. **REIMBURSABLE EXPENSES** – If a Work Order is issued on an "Hourly Rate Basis", then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order and to conditions, restrictions and limitations of Section 112.061, Florida Statutes. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:
- a. Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061 (7) and (8), Florida Statutes, or their successor; actual cost of long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.
1. Actual expense of reproductions, postage and handling of drawings and specifications.
 2. If authorized in writing in advance by the CITY, the cost of other expenditures made by the CONSULTANT in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the CITY.

7. **PAYMENT AND BILLING**

- a. As a condition precedent for any payment, the CONSULTANT shall submit monthly, an invoice to the CITY requesting payment for services properly rendered and expenses due. The CONSULTANT'S invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an Hourly Rate Basis and the person's position rendering such service. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the CITY may require. Each invoice shall bear the signature of the CONSULTANT, which signature shall constitute the CONSULTANT'S representation to the CITY that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided are for a public purpose, that all obligations of the CONSULTANT covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the CONSULTANT that payment of any portion thereof should be withheld. Submission of the CONSULTANT's invoice for final payment will be clearly marked Final Invoice and shall further constitute the CONSULTANT'S representation to the CITY that, upon receipt by the CONSULTANT of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the services provided, will be paid in full.
- b. If the Scope of Services to be performed by a Work Order is clearly defined in advance of the work effort, the Work Order shall, at the sole discretion of the CITY, be issued on a "Lump Sum Basis." Upon the CONSULTANT'S acceptance of the Work Order, the CONSULTANT shall perform all work required by the Work Order, but in no event, shall the CONSULTANT be paid more than the negotiated "Lump Sum Fee" amount stated therein.

- c. If the Scope of Services to be performed by a Work Order is not clearly defined, the Work Order may, at the sole discretion of the CITY, be issued on an "Hourly Rate Basis" and contain a "Not-to Exceed" amount. Upon the CONSULTANT'S acceptance of the Work Order, the CONSULTANT shall perform all work required by the Work Order, but in no event, shall the CONSULTANT be paid more than the "Not-to-Exceed" amount stated therein.
- d. If the Scope of Services to be performed by a Work Order is not clearly defined, the Work Order may, at the sole discretion of the CITY, be issued on an "Hourly Rate Basis" and contain a "Limitation of Funds" amount. Upon the CONSULTANT'S acceptance of the Work Order, the CONSULTANT shall perform all work required by the Work Order, but in no event, shall the CONSULTANT be authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new "Limitation of Funds" amount. The CONSULTANT shall advise the CITY whenever the CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the "Limitation of Funds" amount.
- e. For Work Orders issued on a "Lump Sum Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event, shall the invoice amount exceed a percentage of the "Lump Sum Fee" amount equal to a percentage of the total services actually completed.
- f. For Work Orders issued on an "Hourly Rate Basis" with a "Not-to-Exceed" amount, the CONSULTANT may invoice the amount due for actual work hours performed, but in no event, shall the invoice amount exceed a percentage of the "Not-to-Exceed" amount equal to a percentage of the total services actually completed.
- g. For Work Orders issued on an "Hourly Rate Basis" with a "Limitation of Funds" amount, the CONSULTANT may invoice the amount due for services actually performed and completed.
- h. Each Work Order, whether issued on a "Lump Sum Basis" or an "Hourly Rate Basis" with a "Not-to-Exceed" amount shall be treated separately.
- i. The CITY shall make payments to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Purchase Order Number, and all other information required by this Agreement.
- j. Invoices shall be reviewed and approved by the Project Manager prior to payment. The original invoice shall be sent to:

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
Attn: Scott Schultz

8. **GENERAL TERMS OF PAYMENT AND BILLING**

- a. Payments for all sums properly invoiced shall be made upon satisfactory completion of work required hereunder. Upon final acceptance of the work by the CITY, the CONSULTANT may invoice the CITY for the full amount of compensation provided for under the terms of this Agreement, less any amount already paid by the CITY. The CITY shall pay the CONSULTANT within thirty (30) days from receipt of a correct invoice.
- b. The CITY may perform or have performed an audit of the records of the CONSULTANT either within one (1) year following project completion and final payment for services covered under this Agreement, or at any time during the project term. This audit would be performed at a time mutually agreeable to the CONSULTANT and the CITY either subsequent to the close of the final fiscal period in which the last work is performed or during the term of this Agreement. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in Subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as provided by Subsection (a) of this Section.
- c. The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT'S office at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for audit or inspection as provided for in Subsection (b) of this Section or as required by Chapter 119, Florida Statutes, and schedules established by the Bureau or Archives and Record Management for the State of Florida, whichever shall be greater.
- d. In the event any audit or inspection conducted after final payment, but within the period provided in Subsection (c) of this Section reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty (30) days written notice by the CITY, in the form prescribed in Section 25.

9. **RESPONSIBILITIES OF THE CONSULTANT**

- a. The CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

- b. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

10. **OWNERSHIP OF DOCUMENTS**

- a. The CITY shall have the unlimited rights, for the benefit of the City, in all original drawings, designs, specifications, notes and other consultant's work produced in the performance of this Agreement, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work. All documents, including drawings and specifications prepared by the CONSULTANT pursuant to this Agreement shall be instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the CITY or any others for any other project. Reuse for another project without written verification or adoption by the CONSULTANT for specific purpose intended will be at the CITY's risk. Any such verification or adaptation, if required by the CITY will entitle the CONSULTANT to further compensation at rates to be agreed by the CITY and the CONSULTANT. The original set and one additional copy of plans and specifications shall be delivered to and become the property of the CITY upon completion of the work by the CONSULTANT.

11. **TERMINATION**

- a. The CITY may by giving written notice to the CONSULTANT, in the form prescribed in Section 25, terminate this Agreement or any Work Order issued hereunder, in whole or in part, immediately, for cause, due to the failure of the CONSULTANT to fulfill its Agreement obligations. The CITY shall be the sole judge of non-performance. Further, either the CITY or the CONSULTANT may terminate this Agreement for convenience, with a thirty (30) day written notice, in the form prescribed in Section 25. The City Manager is authorized to terminate this Agreement on behalf of the CITY as directed by the City Council. Upon receipt of such written notice, the CONSULTANT shall:
- (1) Immediately discontinue all services affected unless the notice directs otherwise, and
 - (2) Promptly deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

- b. If the termination is for the convenience of the CITY, the CONSULTANT shall be paid compensation for services performed to the date of termination within thirty (30) days after delivery of such work and upon receipt of an invoice. If this Agreement calls for the payment based on a "Lump Sum Basis", the CITY shall pay the CONSULTANT no more than a percentage of the "Lump Sum Basis" amount equivalent to the percentage of the completion of work, as determined solely and conclusively, contemplated by this Agreement.
- c. If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the CITY may take over the work and ensure its completion by either other Agreements or in a manner that is in the best interest of the CITY to do so. In such case, the CONSULTANT shall be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subconsultants, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the CITY in its sovereign or contractual capacity, fires, floods, pandemic, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.
- d. If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the CITY. In such event, adjustment in the Agreement price shall be made as provided in Subsection (b) of this Section.
- e. If funds to finance this Agreement become unavailable, the CITY may terminate the Agreement with no less than twenty-four (24) hours written notice to the CONSULTANT in the form prescribed in Section 25. The CITY will be the final authority as to the availability of funds. The CITY will pay the CONSULTANT for all work completed prior to any notice of termination.
- f. The rights and remedies of the CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
12. **AGREEMENT AND WORK ORDER IN CONFLICT** – Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.
13. **NO CONTINGENT FEES** – The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14. **CONFLICT OF INTEREST**

- a. The CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the CITY.
- b. The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any City employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.
- c. In the event that the CONSULTANT causes or in any way promotes or encourages a City officer, employee, or agent to violate Chapter 112, Florida Statutes, the CITY shall have the right to terminate this Agreement pursuant to Section 11.

15. **ASSIGNMENT** – This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

16. **INDEMNIFICATION** – The CONSULTANT agrees to indemnify and hold harmless the CITY, and its officers and employees, from claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the CITY beyond the waiver provided in Section 768.28, Florida Statutes.

17. **INSURANCE** – The CONSULTANT will, for the life of this Agreement, maintain insurance in the types and amounts detailed in RFQ LC 2020-21. The CONSULTANT will provide the CITY with Certificates of Insurance that demonstrate coverage in at least the types and amount required herein and that the CITY shall be notified in writing at least thirty (30) days before any such insurance is cancelled. The CONSULTANT shall certify that all subconsultants comply with the same insurance requirements.

- a. Obligations – Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

18. **MODIFICATIONS, AMENDMENTS OR ALTERATIONS** – No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
19. **INDEPENDENT CONSULTANT** – It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.
20. **EMPLOYEE STATUS** – Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.
21. **SERVICES NOT PROVIDED FOR** – The CITY shall honor no claim for services furnished by the CONSULTANT not specifically provided for herein.
22. **PUBLIC RECORDS LAW** – Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

CONSULTANT, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this Contract. Specifically, the CONSULTANT must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed by the CONSULTANT.
- (2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer at no cost to the City for all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The CONSULTANT shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the City a copy of the CONSULTANT's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the City. The City's contact regarding all public records requests is Erin West, City Clerk, e-mail ewest@greencovesprings.com.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONSULTANT CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

23. **COMPLIANCE WITH LAWS AND REGULATIONS** – In providing all services pursuant to this Agreement, the CONSULTANT shall exercise usual and customary professional care in its efforts to abide by all statutes, laws, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Engineer shall secure all licenses or permits required by law or regulations, and shall comply with all ordinances, laws, orders, rules and regulations pertaining to its work hereunder. Any violation of said statutes, laws, ordinances, rules, or regulations shall entitle the CITY to terminate this Agreement immediately, for cause, upon written notice in the form prescribed in Section 25 to the CONSULTANT.
24. **CIRCULAR TWO C.F.R. 200.326 AND C.F.R. 200, APPENDIX II**
Terms found in 2 C.F.R. 200.326 and 2 C. F. R. Part 200, Appendix II, Required Contract Clauses, are included as part of this agreement by reference.
25. **NOTICE** – Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice to-wit:

FOR CITY:

Mike Null, Assistant City Manager
 City of Green Cove Springs
 321 Walnut Street
 Green Cove Springs, Florida 32043

FOR CONSULTANT:

Joseph Mittauer, P.E
 Mittauer & Associates, Inc.
 580-1 Wells Road
 Orange Park, FL 32073

26. **SUCCESSORS AND ASSIGNS** – The CITY and CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
27. **THIRD PARTY BENEFICIARIES** – This Agreement does not create any relationship with, or any rights in favor of, any third party.
28. **NON-WAIVER** – The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
29. **GOVERNING LAW AND VENUE** – This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Clay County.
30. **ATTACHMENTS** – All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
31. **AMENDMENTS** – The parties may amend this Agreement only by mutual written agreement of the parties with the same formality and of equal dignity herewith.
32. **CAPTIONS AND SECTION HEADINGS** – Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
33. **CONSTRUCTION** – This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
34. **COLLUSION** – By signing this Agreement, the CONSULTANT declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, CONSULTANTS or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
35. **RIGHTS AT LAW RETAINED** – The rights and remedies of the CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.
36. **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above by the CITY.

CITY OF GREEN COVE SPRINGS

Mittauer and Associates, Inc.

By: _____
B. Van Royal, Mayor

By:  _____
Joseph A. Mittauer, P.E., President

By: _____
Steve Kennedy, City Manager

ATTEST:

By: _____
Erin West, City Clerk

APPROVED AS TO FORM AND CONTENT:

By: _____
L. J. Arnold, III, City Attorney

One (1) Exhibits:

- Exhibit "A" – Scope of Services RFQ No. LC 2020-21
- Exhibit "B" – Schedule of Rates

EXHIBIT "A"

PROJECT DESCRIPTION:

The City of Green Cove Springs seeks proposals for Engineering Services for Water, Wastewater, Drainage, Stormwater, Parks and Roadways. The City seeks to engage as many as six (6) responsive firms for Continuing Services Contracts.

SCOPE OF SERVICES

The City of Green Cove Springs has an established Capital Improvement Program. The consultant(s) selected will function as the City's Engineering Consultant(s) and perform related engineering services, general consulting services, and construction inspection services. General consulting services will normally be paid for on a General Task Order not to exceed a specified amount. Project Engineering and Construction Inspection Services will normally be requested and paid for on a Task Oder specific to each project.

The Capital Improvement Program will change each budget year and may change more frequently. The City does not commit to use the selected consultant(s) on any or all of these projects. Consultants may be selected specifically for individual projects based on the grant requirements or the desires of the City.

The selected firm(s) should be headquartered in or have a Florida regional office within 75 miles of Green Cove Springs. The successful firm(s) must be capable of being at the project site within two hours in the event of a local emergency. Time charged for projects should exclude time spent traveling to and from the firm's office and to or from Green Cove Springs.

1. Water/Wastewater

The City provides water and irrigation services to residents, businesses and industries within its service area from two water treatment plants. The potable water supply facilities consist of five groundwater supply wells, two treatment plants, four ground storage tanks, three elevated storage tanks and associated distribution piping.

Wastewater treatment is provided from two wastewater treatment plants with nutrient discharge permit limitations, two master pump stations, several collection system pump stations and associated collector sewers and force mains.

Reclaimed water is provided to the Magnolia Point Golf Course for irrigation from the Harbor Road wastewater facility. Evaluation of further expansion of the reclaimed water system is under way.

We will expect our consultant(s) to assist in planning, permitting and design for system maintenance and expansion, master planning and concurrency planning of our water, wastewater and reclaimed water systems. They will also be expected to assist in identifying financing sources and options as may be needed on various projects.

2. Drainage, Stormwater and Roadway/Parks

The City is broken up into three main sections: Magnolia Point, Core City and Reynolds Park. Each of these areas is approximately two (2) square miles in area. Magnolia Point and Reynolds both have privately owned and maintained streets and drainage systems. The City maintains the streets and drainage within the Core City and Magnolia West subdivision, which is west of Magnolia Point and detached from the Core City. The City maintains approximately 25 miles of

paved roads and one (1) mile of unpaved roads. The City maintains a stormwater system comprised of approximately 25 drainage basins with most outfalls discharging directly into Governor's Creek or the St. Johns River. The City is responsible to the state's NPDES stormwater program under its Phase II MS4 NPDES permit. The City is also responsible under the Lower St. Johns River TMDL Basin Management Action Plan (BMAP) for nutrient loading into the River.

Much of the City's streets and drainage infrastructure was constructed in the 1920s and is in constant need of repair. The City also maintains three passive recreation parks, all City rights-of-way, the State right-of-way within the City Limits (landscaping and cleaning only), a City pier on the St. Johns River, and a 136-acre nature preserve which has been acquired through the assistance of the Florida Conservation Trust's Florida Forever Program. The City is heavily dependent upon grants for most of its major capital projects.

The Contract to be entered into will be for various projects as needed.

In addition to the City's stormwater management program, various drainage and roadway related projects are constantly being identified. These projects may involve water quality, water quantity, erosion, etc. and generally come as a result of an aging infrastructure or lack thereof. The successful firm will be required to have the ability to take these projects from initial identification through the completion of construction. Work will consist of ongoing drainage engineering services for projects under the City's purview including but not limited to:

I. Drainage planning, permitting, design, and construction phase services for:

- Water quality enhancement facilities
- Storm drain improvements and rehabilitation
- Flood, stream erosion stabilization and stream restoration related channel improvements
- Hydrologic and hydraulic modeling
- FEMA flood insurance rate map revision/update assistance
- Studies and evaluation of water quality improvements, stream erosion stabilization and flood hazard mitigation projects
- Environmental assessment of proposed drainage projects
- GIS-based water quality enhancement, database, flood plain, and/or erosion studies

II. Stormwater & Drainage Services Support to include but not be limited to:

- Creating City master plan
- Stormwater management needs assessment
- Stormwater financing mechanism evaluation and implementation
- Stormwater facility inventory and characterization
- GIS-based pollutant load modeling
- Stormwater retrofit design
- Drainage system design
- Design standard development
- Plans preparation
- RFP document development
- Regulatory permitting
- Survey support
- Geotechnical support
- Grant assistance
- Computer modeling—hydrodynamic-ground/surface water, water quality statistical and analysis
- Stakeholder coordination and support

II. National Pollutant Discharge Elimination System (NPDES) Support:

- Permit tracking
- Permit renewal/modification
- Compliance assistance
- Ordinance evaluation/modification assistance

IV. Total Maximum Daily Loads Support

- Stakeholder coordination and support
- Non-point source loading calculations
- Water quality and biological assessments
- Nutrient balance
- BMP optimization
- Water quality monitoring

V. Roadway Services

Transportation

- Urban roadway planning and design
- Rural roadway planning and design
- Intersection planning and design
 - Conduct and analyze signal warrant analysis
 - Conduct and analyze roundabout justification studies
 - Structural design for traffic signals
 - Conduct, review and analyze transportation and traffic studies
 - Conduct transportation networks analysis
 - Assist in transportation network concurrency management
 - Roadway Segment Analysis

It shall be understood that the professional services to be provided will consist of various water, wastewater, reclaimed water, drainage, drainage related projects, civil and roadway, and that each project must be authorized separately. Prior to the authorization of any project, the engineer will prepare a detailed scope of work, consulting fee, and project schedule for the City's consideration.

This procurement shall be conducted in accordance with the City of Green Cove Springs' Purchasing Policies and Florida Statutes 287.



MITTAUER
& ASSOCIATES, INC.
 CONSULTING ENGINEERS &
 PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
 ORANGE PARK, FL 32073
 PHONE: (904) 278-0030
 FAX: (904) 278-0840
 WWW.MITTAUER.COM

SCHEDULE OF HOURLY RATES

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	\$210
Senior Project Director	\$184
Senior Project Manager	\$164
Project Manager	\$140
Senior Engineer	\$110
Project Engineer	\$90
Senior Engineering Designer	\$130
Senior Survey Technician	\$110
Engineering Designer	\$94
CAD or Survey Technician	\$70
Project Assistant	\$88
Resident Field Representative - (part time)	\$90
Resident Field Representative - (full time)	\$80
Administrative Assistant	\$60
Secretary	\$46
2-man Topo Survey Crew	\$168

All rates are subject to periodic adjustment for personnel and administrative cost changes, effective January 1, 2021.



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Project Assistant	\$88
Resident Field Representative - (part time)	\$90
Resident Field Representative - (full time)	\$80
Administrative Assistant	\$60
Secretary	\$46
2-man Topo Survey Crew	\$168

All rates are subject to periodic adjustment for personnel and administrative cost changes, effective January 1, 2021.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** January 19, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute, the Clean Water State Revolving Fund (SRF), Construction Loan Agreement WW100420, Grant Agreement SG 100421 for Phase II Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00.

BACKGROUND

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

Excerpt from the June 7, 2016 Staff Report

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

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

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

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

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

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

The costs are planning-level values and the annual loan payment will be based on final bid prices, interest

rates at the time of construction loan acquisition, and accumulated grants/retained earnings/impact-fee revenue. Each scenario was reviewed with the following common variables: All scenarios assumed a 2% increase in the number of wastewater customers each year through FY'20 and a 0.5% increase each year from FY'21 through FY'25. All scenarios assumed \$6,500,000 available in grant funding, retained earnings, and impact fee revenue dedicated to the project up front in order to reduce the total loan repayment amount. Retained earnings is estimated at \$1,000,000. Impact fee revenue is estimated at \$1,200,000. Grant funding from all sources is estimated at \$4,300,000. Although, as indicated earlier in this writing, we may qualify for 45% grant funds from SRF, the total dollar amount available each year for grant funding is limited. Staff feels that \$4,300,000 is a reasonably conservative and prudent estimate as to the amount of grant dollars we may receive. However, depending on the number of projects funded by the SRF program in the next two years and the amount of grant funding available, that number can certainly increase. All scenarios assume a 2.2%, 30-year loan repayment which is in line with the Capital Financing Plan formulas. However, based on recent interest rate history in the SRF program and use of interest rate buy-downs such as requiring Davis-Bacon wage requirements and Buy-American provisions of the contractor, we may be able to realize lower interest rates when our loan is actually processed. The 30-year loan timeline contemplates repayments from FY'21 through FY'50. Reynolds Park re-development is not factored in to any of the scenarios.

On August 10, 2016, SRF staff approved SRF Project # 100400 granting the City of Green Cove Springs a \$2,261,200.00 loan with a principal forgiveness amount of \$1,491,035.00 to address the project's design, permitting, and SSES needs. These tasks were completed and the project has been completed / closed.

On October 18, 2016, the City Council adopted after second and final reading, Ordinance O-13-2016, authorizing the expenditures of up to \$34,158,100.00 for capital improvements to the City's wastewater treatment, wastewater collection and reclaimed water systems

On August 8, 2018, FDER SRF staff approved SRF Project # 100400 granting the City of Green Cove Springs a \$6,120,600.00 loan with a principal forgiveness amount of \$4,063,425.00 for Phase I Construction which includes reclaimed water, electrical and improvements to Lift Stations #2 and #4.

On October 2, 2018 Council approved Resolution No. R-29-2018, a Resolution authorizing staff to submit and mayor to execute a loan application to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan program for Phase I Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) and associated Lift Station Improvements.

On December 4, 2018, council approved and authorized the execution of the contract for SRF Project # 100400 granting the City of Green Cove Springs a \$6,120,600.00 loan with a principal forgiveness amount of \$4,063,425.00 for Phase I Construction which includes reclaimed water, electrical and improvements to Lift Stations #2 and #4.

On March 19, 2019, Council approved bid tabulations and awarded Sawcross the plant portion, and R2T the lift station portion, of the Phase I construction.

Phase I construction being completed in May of 2020, Council authorized staff to submit a Request for Inclusion (RFI) to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) for Construction Phase II, which includes construction of a 1.25 million gallon per day (MGD) - annual average daily flow (AADF), advanced wastewater treatment facility (AWWTF), in the amount of \$18,165,500.00.

On August 12, 2020, the FDEP SRF program awarded the City a \$12,000,000.00, 20 year loan, with \$4,452,835.00 in principal forgiveness (grant). Due to a limitation of available funds, the SRF program withheld \$6,186,500.00 in requested funds, which will be reviewed for award and addition to the current loan the next award period.

On 10/6/2020 City Council approved Resolution No. R-27-2020, a Resolution authorizing staff to submit and Mayor to execute the loan application for SRF Loan # 100401 to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan program for Phase II Construction of the Consolidated

Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00.

FISCAL IMPACT

\$7,547,165.00 from the Wastewater CIP Budget

RECOMMENDATION

Approve of, and authorize for the Mayor, City Attorney and City Clerk to execute, the Clean Water State Revolving Fund (SRF), Construction Loan Agreement WW100420, Grant Agreement SG 100421 for Phase II Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00.

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

December 11, 2020

Mr. Mike Null
Assistant City Manager – Public Works Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

Re: WW100420/SG100421 – Green Cove Springs
Wastewater Treatment Plant and Disposal System Upgrades

Dear Mr. Null:

Attached is a copy of the proposed State Revolving Fund loan agreement for the City's wastewater treatment plant and disposal system upgrades project.

Please have the appropriate officials sign and seal two copies, and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original to you.

We appreciate your participation in the State Revolving Fund loan program. If you have any questions about the loan agreement, please call Megan Strohl at (850)245-2899.

Sincerely,

A handwritten signature in blue ink that reads "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ms

Attachment

cc: The Honorable Van Royal – City of Green Cove Springs
Jason R. Shepler, P.E. – Mittauer & Associates, Inc.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF GREEN COVE SPRINGS, FLORIDA

**CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT**

WW100420

GRANT AGREEMENT

SG100421

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
WW100420 & GRANT AGREEMENT SG100421**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF GREEN COVE SPRINGS, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.1835, Florida Statutes, and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the Department; and

Pursuant to Section 403.1838, Florida Statutes, and Chapter 62-505, Florida Administrative Code, the Department is authorized to award grants to financially disadvantaged small communities; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets all requirements for a Loan and Grant.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this construction loan agreement.
- (2) “Asset Management Plan” shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-503.700(7), Florida Administrative Code.
- (3) “Authorized Representative” shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(4) “Capitalized Interest” shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(5) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(9) “Grant” shall mean funds awarded under SG100421 pursuant to this Agreement and any subsequent amendments. The Grant agreement is incorporated into this Loan agreement. Grant funds are not disbursed to the Local Government but are a portion of the Loan.

(10) “Grant Allocation Assessment” shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(11) “Gross Revenues” shall mean all income or earnings received by the Local Government from the ownership or operation of its Sewer System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Sewer System.

(12) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(13) “Loan Application” shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(14) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making the Semiannual Loan Payments.

(15) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Local Government.

(16) “Local Governmental Entity” means a county, municipality, or special district.

(17) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(18) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Sewer System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(19) “Parity Debt” shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(20) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Sewer System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(21) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the wastewater treatment plant and disposal system upgrades in accordance with the plans and specifications accepted by the Department for the “Harbor Road Water Reclamation Facilities Expansion, Phase 2” contract.

The Project is in agreement with the planning documentation accepted by the Department effective July 29, 2016. A Florida Categorical Exclusion Notification was published on June 28, 2016 and no adverse comments were received.

(22) “Semiannual Loan Payment” shall mean the payment due at six-month intervals.

(23) “Sewer System” shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Department and the Local Government understand that this Agreement is not a commitment of future appropriations.

(9) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Sewer System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Sewer System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(10) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem

funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(14) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service, operation and maintenance, replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life, and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$12,000,000	140131
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Small Community Wastewater Grant	37.075	Federal Grants Trust Fund	\$4,452,835	143276

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and

recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the \$750,000 threshold has not been met. In the event that the Local Government expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at either of the following address:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Government from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The amount of the Grant shall be fixed

at the time of Project close-out and transferred as a one time payment against the Loan balance. The Loan principal, adjusted to the amount borrowed, shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE SEWER SYSTEM

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Sewer System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Sewer System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Sewer System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE SEWER SYSTEM.

The Local Government shall operate and maintain the Sewer System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Sewer System which it deems desirable and which do not materially reduce the operational integrity of any part of the Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Sewer System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Sewer System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the

happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Sewer System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Sewer System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Sewer System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or

remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Sewer System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be

no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. ASSET MANAGEMENT PLAN.

The Florida Administrative Code (F.A.C.) requires recipients of Construction Grants for Small Community Wastewater Facilities to develop and implement an Asset Management Plan. Grants under chapter 62-505.300(1)(d), F.A.C.:

Are available at the construction phase of a Project only if the Local Government adopts and implements, prior to the final disbursement of the associated State Revolving Fund construction loan, an Asset Management Plan that meets all requirements of subsection 62-503.700(7), F.A.C.

The Asset Management Plan shall include, at a minimum, the following elements: i) an inventory of all the assets within the Local Government's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and wastewater or stormwater flow projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility (if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility); and x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary (such plan should incorporate a risk-benefit analysis to determine the optimum renewal or replacement time).

In order to retain the rate reduction included in this Loan, the implementation of the plan must be verified at least three months prior to the date of the first loan repayment scheduled in Article X.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.13. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

- (1) The Local Government abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to

it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Sewer System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or

companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Sewer Systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$12,000,000. Of that, the estimated Grant amount is \$4,452,835, based on initial estimated Project costs. The estimated principal amount of the Loan to be repaid is \$7,547,165, which consists of \$7,547,165 to be disbursed to the Local Government and \$0 of Capitalized Interest. The Grant amount will be transferred by the Department as a payment to the Loan when the first repayment is due.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-503 of the Florida Administrative Code.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$240,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of \$12,000,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed

by the Local Government and returned to the Department before January 1, 2021, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$194,679 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on August 15, 2023 and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$7,787,165, which consists of the Loan principal, and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The final Grant amount will be based on final Grant eligible Project costs. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)	AUTHORIZED LOAN AMOUNT(\$) TO DATE
Construction and Demolition	17,213,000	<i>Line items may</i>
Contingencies	1,721,300	<i>vary based on</i>
Technical Services After Bid Opening	752,200	<i>Actual</i>
Less SJRWMD funding	(1,500,000)	<i>Disbursements</i>
SUBTOTAL (Disbursable Amount)	18,186,500	12,000,000
Less Grant funding	(4,452,835)	(4,452,835)
SUBTOTAL (Loan Amount)	13,733,665	7,547,165
Capitalized Interest	0	0
TOTAL (Loan Principal Amount)	13,733,665	7,547,165

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

- (1) Invoices submitted for work performed on or after August 12, 2020 shall be eligible for reimbursement.
- (2) Completion of Project construction is scheduled for February 15, 2023.
- (3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than February 15, 2023.
- (4) The first Semiannual Loan Payment in the amount of \$194,679 shall be due August 15, 2023.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW100420 and Grant Agreement SG100421 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF GREEN COVE SPRINGS

Mayor

Attest:

I attest to the opinion expressed in Section 2.02,
entitled Legal Authorization.

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** January 19, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to surplus old post lamps from Spring Park

BACKGROUND

Approximately 20 post lamps were removed / replaced during Spring park renovations. Staff will utilize the disposition process that provides the greatest return to the city

FISCAL IMPACT

Funds received will be returned to the Parks budget

RECOMMENDATION

Approve the surplus of old post lamps from Spring Park



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** January 19, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to surplus old roofing tiles from Qui-Si-Sana Hotel. *Scott Schultz*

BACKGROUND

Approximately 1000 clay roof tiles were removed from the Qui-Si-Sana Hotel during demolition. They have been stored at the Public Works complex for many years. Staff will utilize the disposition process that provides the greatest return to the city

FISCAL IMPACT

Funds received will be returned to the Public Works budget

RECOMMENDATION

Approve the surplus of old roofing tiles from Qui-Si-Sana Hotel.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** January 19, 2021
FROM: Mike Null, Assistant City Manager
SUBJECT: Council approval Air-Max as the City's HVAC vendor for new installations and service to be excepted from informal and formal bidding processes for consistency.

BACKGROUND

The City's Purchasing Policies and Procedures Manual as approved by City Council in 2019 allows "The City Council [to] approve a vendor, service provider, equipment, goods, supplies, materials or services for the purpose of consistency, standardization or cost effectiveness if it is deemed to be in the best interest of the City." Staff is requesting that the City Council approve Air-Max as the City's HVAC vendor for new installations and service to be excepted from informal and formal bidding processes on the basis of consistency and to improve efficiency of operations.

Air-Max has consistently been the awarded bidder for new installs and service. They installed all of the original units for construction of City Hall, the Police Department and the new Public Works building. They currently maintain all of our units; some under contract and some as needed. They are also the only vendor that we can find to reliably service the Aeon unit that circulates fresh air and pressurizes the building at the Police Department. This is a very expensive and specialized piece of equipment. They were the low bidder for the replacement of seven (7) A/C units at City Hall last year. They also have the current service contract for the Police Department.

Staff feels that the approval of Air-Max as the City's HVAC vendor and service provider is in the best interest of the City as it will provide consistency and make operations more efficient by saving time bidding out work every time we need service.

FISCAL IMPACT

Funds are budgeted annually for this type of service by department.

RECOMMENDATION

Approve Air-Max as the City's HVAC vendor for new installations and service to be excepted from informal and formal bidding processes for consistency.



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: January 12, 2021
Subject: Monthly Planning, Code Enforcement and Building Report for December, 2020

PLANNING

In December, Earthsoil, Inc. began operating in Reynolds Park, and Welcome to the Art Room applied for their business tax receipt. Total Business Tax Revenue for December was \$320.

During the month of December, Staff worked on:

- Special Event application for the annual Hellcat 5k, 10k, & 30k
- Special Exception Application for alcohol for off-site consumption for Green Cove Liquors, who will be relocated their 208 Orange Ave store.
- Revised Site Plan for the Harbor Road Wastewater Treatment Facility
- Lot splits for 108 Citizen St and 314 Ruby St
- Annexation and Future Land Use applications for the Gustafson property, 016515-000-00
- Document dispositioning and scanning with ImageStoreHouse
- Configuration of new permit / project tracking software, SmartGov

Revenues for Planning related fees for November were \$1,789.40.

CODE ENFORCEMENT

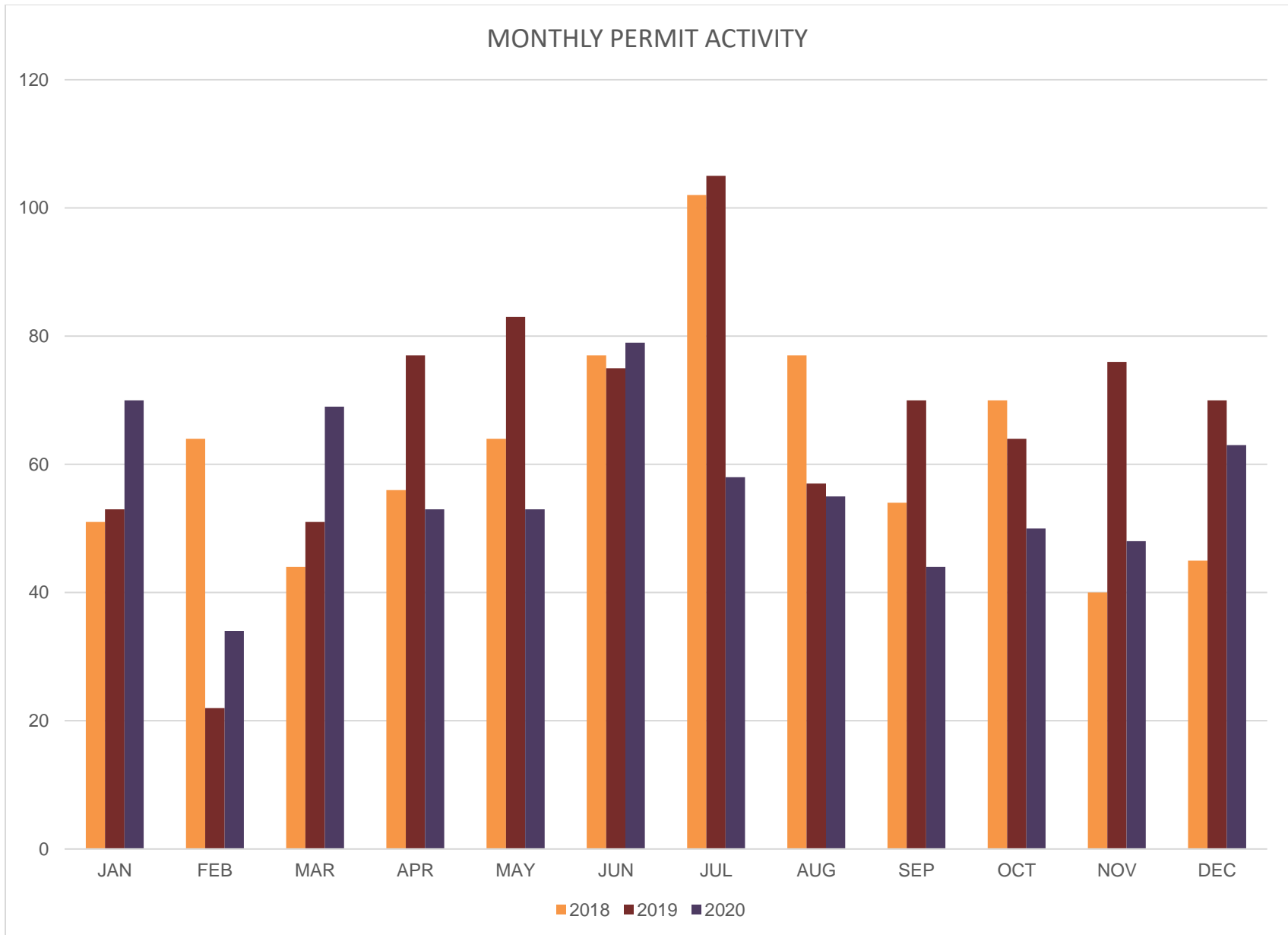
In December, there were 12 new Code Enforcement complaints filed. Voluntary compliance was achieved for 5 cases resulting in case closure. The City received \$30 in Code Enforcement fines for Special Magistrate orders previously issued. For Fiscal Year 2020-2021, Code Enforcement has collected \$5,090 Code Enforcement fines.

BUILDING

Building permit activity increased from November to December. The total number of building permits issued in December was 63 compared to 48 in November. Permit activity for December 2020 decreased by 10% from December 2019.

Revenues for Building related fees for December were \$10,201.70.

2020 PERMIT SUMMARY	
NEW HOUSES	December
MAGNOLIA POINT:	0
MAGNOLIA WEST:	0
CORE CITY:	1
CONDOS:	0
COMMERCIAL ACTIVITY	
December	
BUILDING (NEW)	0
OTHER PERMIT ACTIVITY	
December	
ADDITION - COMMERCIAL	0
ADDITION - RESIDENTIAL	7
REMODEL - COMMERCIAL	0
REMODEL - RESIDENTIAL	0
SCREEN ROOMS:	0
SHIP PROGRAM:	0
SIGNS:	2
POOLS:	2
RE-ROOFING:	11
GARAGE/SHED:	0
OTHER PERMITS:	40
TOTAL PERMITS ISSUED	63





ELECTRIC DEPARTMENT

Significant activities for the month of December 2020

- 8 Streetlights repaired
- 6 Permanent meters installed
- 1 Temporary meter installed
- 1 Demand meter installed
- 2 Meter checks
- 7 Poles removed
- 4 Voltage check
- 1 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
- 1632 Harring St., made repairs to the meter.
- 1114 St Johns Ave., installed surge suppressor.
- 520 Oak St., removed service for demolition.
- 100 S Vermont Ave., set pole on lot line and move secondary wires to new pole.
- 1201 Martin L. King Jr. Blvd., inspected riser pole.
- 3070 Gosman Rd., inspected solar meter for accuracy.
- 1 Oakridge Ave., inspected some cables at the school.
- 609 Martin L. King Jr. Blvd., reconnected service to the location.
- 1253 Pleasant Rd., adjusted low hanging wire to the house.
- 1428 Rosecrans Ln., disconnected services for demolition.
- 205 Spring St., replaced lighting in old police department parking lot.
- 435 Olive Cir., removed night light.
- 1015 Spring St., disconnected power and opened boxes for repairs.
- 229 Walnut St., installed electric panel, connected and made hot for Christmas trees.
- 723 N Magnolia Ave., moved electric pole to opposite side of the driveway.
- 979 Worthington Ave., disconnected power for repairs to be done.

During the month of December, the Electric Department responded to the following outages:

12/03/2020 – Between 8:45 a.m. – 10:45 a.m., 201 Park St., blown transformer, 6 customers affected.

12/04/2020 – Between 8:00 a.m. – 8:45 a.m., 920 Bay St., burn stirrup, 1 customer affected.

12/11/2020 – Between 5:00 p.m. – 5:30 p.m., 208 Park St., blown transformer fuse by squirrel, 4 customers affected.

12/13/2020 – Between 7:45 a.m. – 9:05 a.m., 422 St Johns Ave., blown transformer fuse by squirrel, 3 customers affected.

12/14/2020 – Between 4:43 p.m. – 5:45 a.m., 3974 E CR 16A, blown transformer fuse by squirrel, 2 customers affected.

12/24/2020 – Between 10:55 a.m. – 12:30 p.m., 3776 Randall Rd., blown lateral fuse not obvious cause, 5 customers affected.

12/24/2020 – Between 10:20 p.m. – 10:50 p.m., entire City was out due to apparent transmission outage on FPL lines.

12/25/2020 – Between 1:00 a.m. – 4:00 a.m., 3203 CR 209., burnt up triplex wire, 4 customers affected.

12/25/2020 – Between 11:50 a.m. – 12:20 p.m., 1739 Elsie St., blown transformer fuse, 4 customers affected.

12/25/2020 – Between 12:30 p.m. – 2:30 p.m., 304 S Highland Ave., tree broke service at the pole, 1 customer affected.

12/26/2020 – Between 12:15 p.m. – 1:45 p.m., 3293 Shinnecock Ln., replaced hand-hole connections, 1 customer affected.

12/27/2020 – Between 6:15 a.m. – 8:00 a.m., 218 N Magnolia Ave., blown transformer fuse, 6 customers affected.

12/27/2020 – Between 9:45 a.m. – 10:00 a.m., 1734 Elsie St., blown transformer fuse, 3 customers affected.

12/27/2020 – Between 9:00 a.m. – 11:30 a.m., 218 N Magnolia Ave., bad transformer replaced, 6 customers affected.

Electric Utility Top Consumption Customers (kwh/meter) for December:

NAME	SERVICE ADDRESS	KWH	AMOUNT
Clay County Jail	901 N. Orange Ave.	263,680	\$23,881.84
St. Johns Landing	1408 N. Orange Ave.	259,080	\$25,958.00
Kindred Health	801 Oak St.	212,400	\$19,067.00
BD Of County Commissioner	825 N. Orange Ave.	209,000	\$18,945.00
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	196,400	\$17,549.20
National Gypsum Company	1767 Wildwood Rd.	132,000	\$11,957.20
Clay County Court House	825 N. Orange Ave.	97,280	\$ 8,919.44
Governors Creek #436	803 Oak St.	96,000	\$ 8,758.00
BD Of Public Instruction	2025 State Road 16	89,000	\$10,338.00
Garber Realty/GMC	3340 Highway 17	85,920	\$ 8,362.16
Tamko Roofing Products	914 Hall Park Rd.	73,920	\$ 9,335.76
City of Green Cove Springs	1277 Harbor Road	72,080	\$ 6,168.64
Clay County Driver's License	477 Houston St.	70,880	\$ 7,019.44
City of Green Cove Springs	Set Street Lights	66,392	\$ 6,850.37
VAC-CON	954 Hall Park Rd.	59,280	\$ 5,751.04
City of Green Cove Springs	925 S R 16 East South Wwtp	51,360	\$ 4,588.08
Coral Ridge Foods	1165 N Orange Ave.	47,840	\$ 4,691.52
Direct TV/AT&T Services Inc.	512 Center St.	44,960	\$ 4,066.48
Pegasus Technologies	932 Pilot Dr.	44,760	\$ 4,602.68
Race Trac Petroleum Inc.	3106 Highway 17	42,640	\$ 3,869.92
Green Cove Springs Marina	Pier # 11 & 1	42,240	\$ 3,813.52
BD Of Public Instruction	801 Center St.	40,640	\$ 4,254.32
Garber Realty/Ford	3380 Highway 17	38,280	\$ 3,915.44
Wen South LLC / Wendy's FL	3266 Highway 17	36,640	\$ 3,690.32

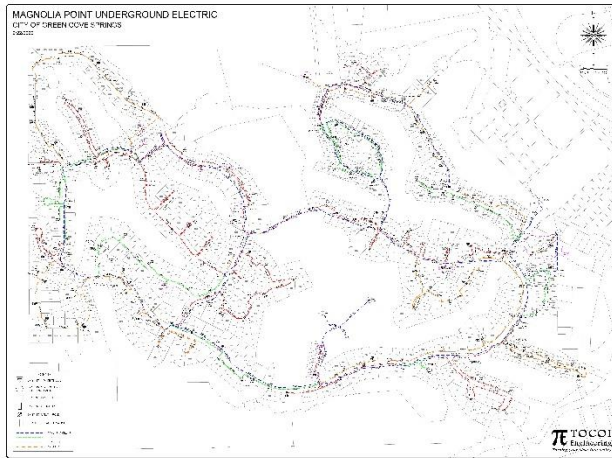
Electric Utility Department Capital Projects:

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.

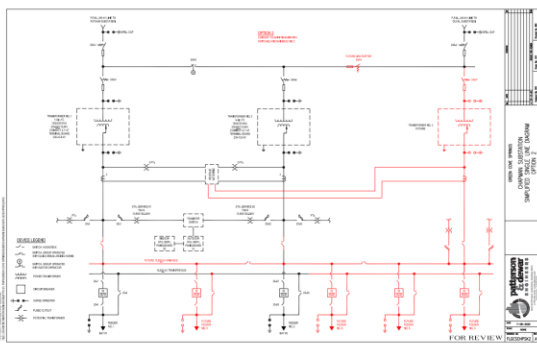
Magnolia Point Reconductor

The City has provided survey and equipment rating information to Toco Engineering. The project is 100% designed. The backbone switchgear and wire have been ordered and received. Work is expected to start in January 2021 with completion by Winter 2021. Work will be completed by City crews with support from contractors as necessary.



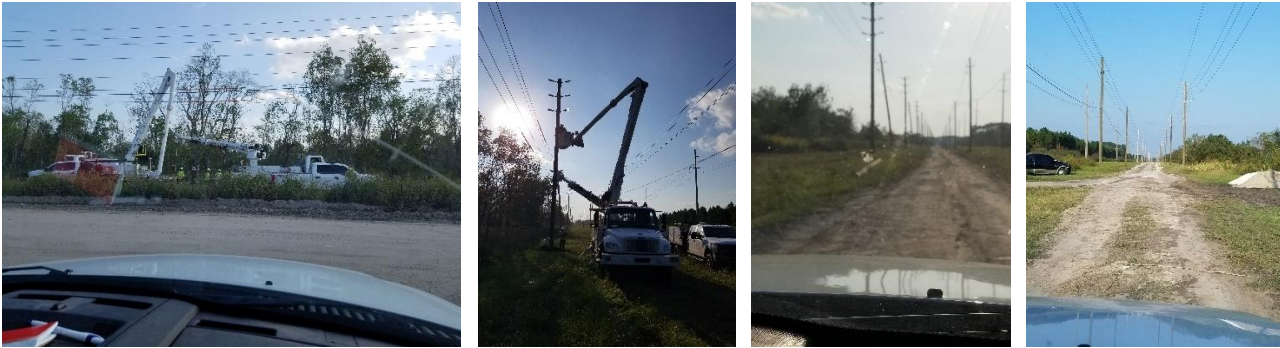
Chapman Substation upgrade

Patterson and Dewar is the City’s engineering firm for this project. The transformer has been specified and ordered. Patterson and Dewar is designing the rest of the improvements to the substation as well as SCADA to be installed throughout the system. Design is approximately 98% complete. The construction was awarded to Terry’s Electric. They will be on site the first week of January 2021 to begin work at the substation. The project should be complete in July 2021.



Chapman 3RD Circuit

IRBY Construction began September 21, 2020 with an expected completion date of January 31, 2021. The construction is approximately 85% complete.



Chapman 1 / Chapman 2

Express circuit feed project of Chapman 1 to north of Governors Creek (a.k.a. **Magnolia Point Third Feed**) and Chapman 2 extension to Harbor Rd project have been combined to balance future load requirements north of Governors Creek and to supply additional restoration procedure options involving electric outages north of Governors Creek. Conductor had been installed on Roberts St. for Chapman 1 alternate path. City crews are now working on additional new line on south right of way that will enable Reynolds Park load to be transferred from Chapman 1 circuit to Chapman 2. Materials for this portion of the project are being funded by a DEO Grant.

Houston St. re-conductor

Planning for the reconductoring of Chapman 2 with 477 AAC from Martin Luther King Blvd. to Palmetto Ave. has begun. This will support a second circuit extending north of Governors Creek for restoration involving Magnolia Point, provide an alternate tie between Chapman 1 and Chapman 2 (was not possible before due to conductor size) and support AMMCON, PASS and other future expansion north of Governors Creek. Materials for this project are being funded by a DEO Grant.

13kV to 23kv Conversion – US17 from Harbor Road to CR 315

Planning for this project has begun. This project will continue the Chapman 1 and Chapman 2 circuits north of Harbor Road to provide capacity and reliability for existing and future customers north of Governors Creek. Materials for this project are being funded by a DEO Grant.

Governors Creek Hardening Project

This project will allow the overhead conductor crossing Governors Creek to be placed underground from Grove Street to Harbor Road. This project has been split into two phases; (1) design and permitting and (2) construction. It is being 75% funded by a FEMA HMGP grant. Phase 1 is complete. The project is now being evaluated by FDEM and FEMA funding for the construction phase. Once funding is in place and a contract is executed, bidding and construction should take approximately 9 months. This project will also support to extension of Chapman 1 and Chapman 2 circuits north of Governors Creek to provide additional capacity and reliability for all customers north of Governors Creek.



Public Works Monthly Executive Summary December 2020

Street Department

During the month of December, The Street Department has been busy throughout the City. Additional activities included:

- Clean storm drains City Wide.
- Trim back limbs and vegetation on the City right-of-ways.
- Install Traffic Control Poles at Magnolia West.

The Street Department completed 14 additional work orders that pertained to street issues.

Parks Department

During the month of December, the Parks Department mowed, weed-eated, and edged all areas one time including the DOT right-of-ways, City Parks, and FCT property. Additional activities included:

- Monthly playground equipment inspection and necessary repairs.
- Clean storm drains City Wide.
- Cleaned the pool 4 times.
- They have made our City sparkle for the season.

The Parks Department completed 4 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 December, Danny, John and Donald completed 79 work orders.

Tradesworker

During the month of December, 35 work orders were completed.

Solid Waste Department

Cove Life, Litter Cleanup Program & New Services:

- Picked up everything around the rollout cans including large piles of furniture and trash.
- Picked up as much loose trash, palm fronds, and sticks as possible on the streets, along the R.O.W. and ditches regardless of if it is near a container or not.
- Delivered 7 trash cans and 7 recycle bins to new customers
- Delivered 3 blue bins to current customers
- Repaired 3 trash cans.
- Replaced 7 trash cans.

This month, the City collected:

- **406.20** tons of Class I garbage (3% decrease)
- **20.21** tons of recycling (unchanged)
- **104.64** tons of yard waste (27% increase)
- **79.38** tons of street sweepings

For comparison during December 2019, the City collected:

- **417.42** tons of Class I garbage
- **20.30** tons of recycling
- **79.71** tons of yard waste

Water/Wastewater

- W/WW crews/management had personal interaction with several citizens regarding water/sewer issues.
- Contacted all customers on water and irrigation “Highest Users” report that had unusual consumption (not usually on report)
- Staff continues to refine the scope and financials of the consolidated AWWTP, expanded reclaimed water system, wastewater collection system improvements and water system capital improvements to obtain maximum grant potential, optimize loan conditions and minimize impact to customers.
- W/WW/RW Projects;
 - Design of the improvements to the city’s wastewater treatment system (all phases) is complete. In order to maximize grant opportunities, the initial construction phase was split into two pieces, for a total of four phases;
 - Phase I is construction of the on-site reclaimed water system (storage tanks, high service pumps, electrical) at the existing Harbor Road Facility, and rehabilitation of Master Lift Stations #2 and #4. This phase went out to bid in January in two parts – plant reclaimed water improvements & lift station #2 & #4. Construction is in progress with the plant portion at approximately 75% completion and lift stations #2 & #4 at 85% completion. The total Phase I cost is \$6,120,600. Staff received \$4,063,425.00 in “Principal Forgiveness” (grant) from FDEP (SRF). **Project Complete June 2020**
 - Phase II:
 - Construction of the new 1.25 million gallon per day (MGD) advanced wastewater treatment plant (AWWTP) at the Harbor Road site.
Bid packages published 12/17/2020

- Continued preventative maintenance on all treatment facility generators.
- Completed 3 new services.
- Completed 79 water related work orders.
- Completed 20 sewer related work orders.
- Responded to 90 utilities locate requests.

TOP 10 WATER CUSTOMERS December 2020

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	J&K Underground Construction	1	J&K Underground Construction
2	Garden Highway SE LLC	2	Garden Highway SE LLC
3	Sheriff's Department	3	Sheriff's Department
4	Kindred Health	4	Kindred Health
5	Clay County Court House	5	Clay High
6	Governors Creek#436	6	Clay County Court House
7	Clay High	7	Governors Creek #436
8	Premier Surface Design LLC	8	Premier Surface Design
9	A-1 Stone World INC	9	Green Cove Springs Junior High
10	Spring Coin Laundry	10	Green Cove Springs LLC

TOP 10 IRRIGATION CUSTOMERS December 2020

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Magnolia Point Investments	1	Magnolia Point Investments
2	Vallencourt Construction	2	Vallencourt Construction
3	Governor Creek #436	3	Governors Creek #436
4	National Gypsum Company	4	National Gypsum Company
5	Clay Theater Events LLC	5	AMH Developments LLC
6	AMH Development LLC	6	Edgewater Landing HOA OF CLAY
7	Michael Wright	7	AMH Developments NON Res
8	Edgewater Landing HOA of Clay	8	Clay Theater Events LLC
9	AMH Development NON Res	9	Michael Wright
10	Sheriff's Department	10	Sheriff's Department

TOP 10 SEWER CUSTOMERS December 2020

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	St Johns Landing	1	St. John's Landing
2	Garden Highway SE LLC	2	Garden Highway SE LLC
3	Sheriff's Department	3	Sheriff's Department
4	Kindred Health	4	Kindred Health
5	Clay County Court House	5	Clay High
6	Governors Creek #436	6	Clay County Court House
7	Clay High	7	Governors Creek#436
8	Premier Surface Design LLC	8	Premier Surface Design LLC
9	A-1 Stone INC	9	Green Cove Springs Junior High
10	Spring Coin Laundry	10	Green Cove LLC

Wastewater Plant Capacity Status

South Plant: TMDL Capacity 0.350 MGD*,

- Current Loading 0.274 MGD*, 78% Capacity (November 2020 Annual Average)
- Current & Committed (.033) Loading 0.307 MGD*, 88% Capacity
- Current, Committed & Requested (0) Loading 0.307 MGD*, 88% Capacity

Harbor Road: TMDL Capacity 0.650 MGD*

- Current Loading 0.507 MGD*, 78% Capacity (November 2020 Annual Average)
- Current & Committed (.092) Loading 0.597 MGD*, 92% Capacity
- Current, Committed & Requested (0) Loading 0.593 MGD*, 92% Capacity

*MGD = Million Gallons per Day

Note: No Reynolds growth or loading projections included in above.