

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

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



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

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

AGENDA

Invocation & Pledge of Allegiance to the Flag - **Joe Sabotta**

Roll Call

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

PUBLIC HEARINGS

1. Second and Final Reading of Ordinance O-05-2021, Amending Section 90-61 of the City Code to allow security and night-lights under certain circumstances. **Andy Yeager**

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.

2. City Council approval of pay Application # 6 to KBT Contracting Corp in the amount of \$ 82,758.96 leaving a balance of \$ 65,931.36. **Steve Thomas**
3. City Council approval of the Annual Memorial Day Festival - **Kimberly Thomas**
4. City Council approval of, and authorization for the Mayor to execute, Disbursement Request #10 in the amount of \$26,600.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System. **Scott Schultz**
5. City Council approval of Pay Request #6 in the amount of \$125,115.00 to General Underground for Bid Award LC 2020-06, Reynolds Water System Improvements in the amount of

\$685,724.00 (Base Bid), and Alternate #1 (water & sewer extension to MOBRO) in the amount of \$314,275.00 for a total amount of \$1,000,449.00. **Scott Schultz**

6. City Council Approval for pay request # 1 in the amount of \$ 91,774.97 from Jax Utilities Management, Inc, for the Construction of the new paving of the parking and drive through circle at the ASACC facility. **Steve Thomas**
7. City Council approval of Minutes from 2/16/2021 and 3/02/2021 Regular Sessions **Erin West**
8. City Council approval of, and authorization for the Mayor to execute, the construction contract with Williams Industrial Services, LLC, in the amount of \$15,426,644.33, for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. **Scott Schultz**
9. City Council approval of Change Order #3 in the amount of \$119,950.00 for water main and sewer force main extension down Wilkes Point Road, and Change Order #4 for water main and sewer force main extension down County Road 315 to US 17 in the amount of \$49,100.00 to General Underground, under Bid Award LC 2020-06, Reynolds Water System Improvements in the amount of \$685,724.00 (Base Bid), Alternate #1 (water & sewer extension to MOBRO) in the amount of \$314,275.00, Change Order #1 (Cove Subdivision services replacement) in the amount of \$60,245, Change Order #2 (County Road 209 water / sewer extension) in the amount of \$400,000.00, Change Order #3 in the amount of \$119,950.00 and Change Order #4 in the amount of \$49,100.00 for a total amount of \$1,629,294.00. **Scott Schultz**
10. City Council approval of Pay Application #1 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$227,171.99, leaving a balance of \$651,914.01 in contract number LC 2020-17 in the total amount of \$879,086. **Andy Yeager**
11. City Council approval of Pinewood Court Estates Replat **Michael Daniels**
12. City Council review and approval of request to temporarily close a portion of Walnut Street on 3/27/2021 as part of a minor special event, Vietnam Veterans Day Ceremony, hosted by the BOCC **Michael Daniels**
13. City Council approval of funding in the amount of \$44,814.60 to Irby for electric cable for the Chapman Substation project. **Scott Schultz**

COUNCIL BUSINESS

14. City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.
15. 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: City Council Regular Session **MEETING DATE:** March 16, 2021
FROM: Mike Null
SUBJECT: Second and Final Reading of Ordinance O-05-2021, Amending Section 90-61 of the City Code to allow security and night-lights under certain circumstances. *Andy Yeager*

BACKGROUND

*****Background from February 16, 2021 Council Meeting*****

For at least 20 years, the City has not been installing new security lights (night-lights) for electric customers. We receive several requests each year for the installation of these security lights. It is common for electric utilities to install security lights for their customers in exchange for a monthly fee.

The electric department staff has completed a cost analysis of re-starting the program. We would currently use an LED light that is more energy efficient and also has a 10 year warranty (and therefore a 10 year life expectancy). The electric usage portion of installing and maintaining the light is estimated at \$4.32 per month based on 12 hours per day usage. Installation with one lineman and one apprentice would take about an hour. With all of the costs included, the following fees are presented for Council discussion and direction:

- If we charged \$10 per month without any upfront fees it would take 43 months to start seeing a return on investment.
- If we charged \$15 per month without any upfront fees it would take 23 months to start seeing a return on investment.
- If we charged \$20 per month without any upfront fees it would take 14 months to start seeing a return on investment.

Following is our current section of City Code that addresses security lights:

Sec. 90-61. - Security and night-lights.

- (a) The city shall charge such owner or tenant a fee as follows for existing security or night-lights. The city will not install such lights or repair/replace parts other than light head, photo eye or lamp.
- (1) 175-watt mercury vapor light or 100-watt high-pressure sodium light monthly charge: \$10.25.
 - (2) 400-watt mercury vapor light or 250-watt high-pressure sodium light monthly charge: \$20.00.
 - (3) Relocate light head, photo eye or lamp fee of \$25.00 during normal business hours.

(b) The requesting party shall agree in writing that any poles, lights, or accessories placed upon his property shall remain the sole property of the city, and the city shall have the right to remove such equipment at any time fees are delinquent.

The 100 Watt HPS light that we currently charge \$10.25 for is rated at 9,400 lumens. The new LED's are rated at 8,330 lumens, however we know from experience that they are actually much brighter and the light broadcasts further. For reference, Clay Electric charges \$7.10 for a 5,000 lumen light and \$10.35 for a 17,000 lumen light.

*****End Background from February 16, 2021 Meeting*****

At the February 16, 2021 Council Meeting, Council directed staff to bring back an ordinance allowing the city to begin installing new security lights again at the proposed rate of \$10. Staff is presenting O-05-2021 for Council approval on First Reading with the new LED lights at the existing rate of \$10.25. The reason for this is because the \$10.25 rate is part of the City's rate tariff that was approved by the Florida Public Service Commission (PSC) in 2015. Using the existing rate will eliminate the need to submit a different rate to the PSC for approval.

Council Approved Ordinance O-05-2021 on First Reading at its March 2, 2021 Council meeting.

FISCAL IMPACT

See above discussion regarding return on investment.

RECOMMENDATION

Adopt Ordinance O-05-2021 on second and final reading.

O-05-2021

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CHAPTER 90, ARTICLE III, DIVISION I, SECTION 90-61 TO ALLOW SECURITY AND NIGHT-LIGHTS UNDER CERTAIN CIRCUMSTANCES; PROVIDING REPEALER, SEVERABILITY, AND SETTING AN EFFECTIVE DATE

WHEREAS, the City Council authorized changes for Section 90-61 Security and Night-lights on February 16, 2021 during a Council meeting which are set forth below.

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

SECTION 1. CODE AMENDED. That Chapter 90 Article III Section 90-61 of the City Code is hereby amended to read as follows:

CHAPTER 90

Sec. 90-61. - Security and night-lights.

(a) The city shall charge such owner or tenant a fee as follows for ~~existing~~ security or night-lights. The city will ~~not~~ install and maintain such lights ~~or repair/replace parts other than light head, photo eye or lamp.~~ The city will only install new lights on existing poles.

(1) 175-watt mercury vapor light or 100-watt high-pressure sodium light or LED light monthly charge: \$10.25.

(2) 400-watt mercury vapor light or 250-watt high-pressure sodium light monthly charge: \$20.00.

(3) Relocate light head, photo eye or lamp fee of \$25.00 during normal business hours.

(b) The requesting party shall agree in writing that any poles, lights, or accessories placed upon his property shall remain the sole property of the city, and the city shall have the right to remove such equipment at any time fees are delinquent.

SECTION 2. REPEALER. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. 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 4. EFFECTIVE DATE. Upon its adoption by the City Council, this ordinance shall become effective.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST
READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE
SPRINGS, FLORIDA, ON THIS 2ND DAY OF MARCH, 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 17TH DAY OF
MARCH, 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

PUBLIC HEARING NOTICE

The City of Green Cove Springs proposes to following Ordinance: *Item #1.*

ORDINANCE 2021-021
AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CHAPTER 90, ARTICLE III, DIVISION I, SECTION 90-61 TO ALLOW SECURITY AND NIGHT-LIGHTS UNDER CERTAIN CIRCUMSTANCES; PROVIDING REPEALER, SERVERABILITY, AND SETTING AN EFFECTIVE DATE.

The following public hearing has been scheduled and will be held in the City Council Chambers, 321 Walnut Street, Green Cove Springs, to hear comments, if any, regarding said Ordinance:

City Council: Second & Final Reading on Tuesday, March 16, 2021 at 7:00 p.m. or shortly thereafter

Please be advised that if a person decides to appeal any decision made by the City Council with respect to any matter considered at this scheduled public hearing, he will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact City Hall at (904) 297-7500 at least three (3) days prior to the meeting. Hearing impaired persons may access through Florida Relay ? Dial 7-1-1.

Said Ordinance is available at City Hall for review during the hours of 7:30 AM to 5:00 PM, Monday through Thursday.

All interested individuals are invited to attend this public hearing.

City of Green Cove Springs

Erin West, City
321 Walnut Street
Green Cove Springs
L. Steve Kennedy, City Manager

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Legal 47488 published Feb 11, 2021
in Clay County's Clay Today
newspaper





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** 3/16/2021
FROM: Steve Thomas
SUBJECT: City Council approval of pay Application # 6 to KBT Contracting Corp in the amount of \$ 82,758.96 leaving a balance of \$ 65,931.36. *Steve Thomas*

BACKGROUND

City Council approved entering a contract with KBT Contracting Corp on 6/16/2020 in the amount of \$476,826.00 to build the new library building at Augusta Savage Arts & Community Center.

Attached is pay application # 6 in the amount of 82,758.96 for Council Approval.

FISCAL IMPACT

Funds are available in the approved FY 21 CIP for the library project.

RECOMMENDATION

Approve Pay Application # 6 to KBT Contracting Corp in the amount of \$ 82,758.96 leaving a balance of \$ 65,931.36.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

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

APPLICATION NO: 6
PERIOD FROM: 1/23/2021
TO: 2/23/2021
CONTRACTOR: Lender
CONTRACT NO: LC 2020-09

Distribution to:
☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR: KBT Contracting Corp

CONTRACT FOR: Augusta Savage Arts & Community Center Library

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$476,826.00
2. Net change by Change Orders \$1,428.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$478,254.00
4. TOTAL COMPLETED & STORED TO DATE \$456,549.60
(Column G on G703)
5. Retainage:

a. 10 % of Completed Work \$	\$45,654.96
b. % of Stored Materials \$	0
6. TOTAL EARNED LESS RETAINAGE \$410,894.64
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$328,135.68
8. CURRENT PAYMENT DUE \$82,758.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE.. (Line 3 less Line 6) \$65,931.36

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

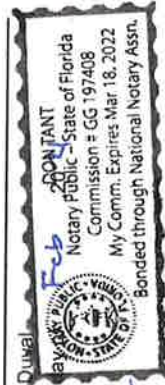
CONTRACT DATE: 6/16/2020

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

CONTRACTOR: KBT Contracting Corp

By: [Signature] Date: 2/23/2021

State of: Florida County of: Duval
Subscribed and sworn to before me this 23-1
Notary Public: [Signature]
My Commission expires: MAR 18th 2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$82,758.96
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT or CONSTRUCTION MANAGER:

By: [Signature] Date: 3-1-2021

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

APPLICATION NUMBER: 6

APPLICATION DATE: 23-Jan-21

PERIOD FROM: 23-Feb-21

TO:

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

Augusta Savage Arts & Community Center Library

A	B	C	D	E	F	G	H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous Applications	THIS PERIOD	MATERIALS PRESENTLY STORED (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH C - G	RETAINAGE
1	Mobilization	\$20,000.00	\$20,000.00			\$20,000.00	\$0.00	\$2,000.00
2	General Conditions	\$47,682.00	\$42,913.80	\$4,768.20		\$47,682.00	\$0.00	\$4,768.20
3	Slab with Termite	\$40,255.00	\$40,255.00			\$40,255.00	\$0.00	\$4,025.50
4	Plumbing	\$31,021.00	\$24,815.90	\$6,205.10		\$31,021.00	\$0.00	\$3,102.10
5	Electrical	\$40,850.00	\$36,765.00	\$4,085.00		\$40,850.00	\$0.00	\$4,085.00
6	HVAC	\$32,500.00	\$29,250.00	\$3,250.00		\$32,500.00	\$0.00	\$3,250.00
7	Sound System	\$6,467.00	\$6,467.00	\$5,820.30		\$6,467.00	\$0.00	\$646.70
8	Data Controls	\$15,567.00	\$1,556.70	\$14,010.30		\$15,567.00	\$0.00	\$1,556.70
9	Fire Alarm	\$16,867.00	\$1,686.70	\$15,180.30		\$16,867.00	\$0.00	\$1,686.70
10	Exterior Wall Frame, Sheeting	\$21,000.00	\$21,000.00			\$21,000.00	\$0.00	\$2,100.00
11	Interior framing, Insulation	\$11,771.00	\$11,771.00			\$11,771.00	\$0.00	\$1,177.10
12	Truss installation, decking	\$45,984.00	\$45,984.00			\$45,984.00	\$0.00	\$4,598.40
13	Entry Columns and trims	\$5,817.00	\$5,817.00			\$5,817.00	\$0.00	\$581.70
14	Windows	\$3,534.00	\$3,534.00			\$3,534.00	\$0.00	\$353.40
15	Roofing	\$12,829.00	\$12,829.00			\$12,829.00	\$0.00	\$1,282.90
16	Soffits	\$3,950.00	\$3,950.00			\$3,950.00	\$0.00	\$395.00
17	Exterior Doors	\$6,200.00	\$6,200.00			\$6,200.00	\$0.00	\$620.00
18	Stucco	\$16,032.00	\$16,032.00			\$16,032.00	\$0.00	\$1,603.20
19	Exterior Painting	\$3,000.00	\$2,700.00	\$300.00		\$3,000.00	\$0.00	\$300.00
20	Gutters	\$7,839.00		\$7,839.00		\$7,839.00	\$0.00	\$783.90
21	Fire Barrier Drywall	\$5,617.00	\$5,617.00			\$5,617.00	\$0.00	\$561.70
22	Drywall	\$15,777.00	\$15,777.00			\$15,777.00	\$0.00	\$1,577.70
23	Acoustical Ceiling	\$6,656.00	\$5,990.40	\$665.60		\$6,656.00	\$0.00	\$665.60
24	Wall Tiles	\$4,800.00				\$0.00	\$4,800.00	\$0.00
25	Interior Doors	\$24,570.00	\$4,914.00	\$19,656.00		\$24,570.00	\$0.00	\$2,457.00
26	Millwork	\$7,808.00		\$7,808.00		\$7,808.00	\$0.00	\$780.80
27	Interior Painting	\$5,100.00	\$4,590.00	\$510.00		\$5,100.00	\$0.00	\$510.00
28	Flooring	\$9,283.00		\$1,856.60		\$1,856.60	\$7,426.40	\$185.66
29	Appliances	\$1,000.00				\$0.00	\$1,000.00	\$0.00
30	Specialties (Ballet bars, mirrors, lockers, fire extinguishers)	\$5,850.00				\$0.00	\$5,850.00	\$0.00
31	Labor to install client supplied specialties	\$1,200.00				\$0.00	\$1,200.00	\$0.00
32	Change Order #1	\$1,428.00				\$0.00	\$1,428.00	\$0.00
	Totals	\$478,254.00	\$364,595.20	\$91,954.40	\$0.00	\$456,549.60	\$21,704.40	\$45,654.96

Item #2.

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$82758.96, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 2/23/2021 to City of Green Cove Springs on the job of Augusta Savage Arts and Community Center Library to the following described property:

1107 Martin Luther King Jr. Blvd.
Green Cove Springs, FL

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

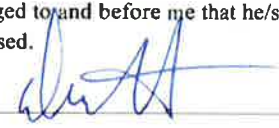
DATED on February 25, 2021

Lienor's Name KBT Contracting Corp
 Address 5105 Blanding Blvd.
 Jacksonville, FL 32210

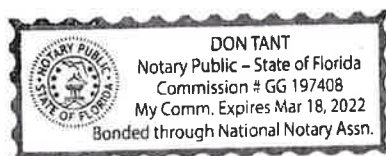
By 
 Printed Name Rebecca Timmons
 Title President

STATE OF Florida
 COUNTY OF Duval

BEFORE ME, the undersigned officer, personally appeared Rebecca E. Timmons as President of KBT Contracting Corp, who is personally known to me and who did not take an oath, and who is known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument in the capacity and for the purposes therein expressed.

Signature of Notary: 

Stamp:





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Council Meeting **MEETING DATE:** March 16, 2021
FROM: Kimberly Thomas, Executive Assistant
SUBJECT: Annual Memorial Day Festival

BACKGROUND

33rd Annual Memorial Day Festival – As in years past, approx. 7000 expected in attendance, 100 craft/food vendors, contests, live music in the gazebo, and ending with fireworks. Street closures requested (Magnolia, Spring, Walnut).

Both entertainment agreements and Fireworks Contract are included for approval as well.

FISCAL IMPACT

RECOMMENDATION

City Council approval of the Annual Memorial Day Riverfest to include Fireworks Contract, Entertainment Agreements and Street Closures.

City of Green Cove Springs Special Event Application



Item #3.

Instructions: The information requested in this application will help staff approve your event and ensure adequate facilities are provided. Each section must be completed in its entirety. This application should be submitted to the Development Services Department a **minimum** of 10 days in advance for a minor event and 30 days in advance for a major event. Staff will determine whether the event is major or minor.

EVENT SUMMARY

Event Title	Annual Memorial Day Festival
Description	All day event in Spring Park to include approx 100 vendors. live music. contests. ending with fireworks.

Event ☐ Promotional Event ☐ Concert/Performance ☒ Festival
Purpose ☐ Fundraiser ☐ Parade/Procession/March ☐ Walk/Run
☐ Outdoor Market ☐ Community Gathering ☐ Other

If other, please describe: _____

Estimated Attendance Peak 4000 Average Per Day 6500 Total _____

Event Website _____

Date/Time

Day of Event: May 31, 2021 Set-Up: 6 ☒ AM ☐ PM
Start/End Time: 10am - 9pm Breakdown: 10 ☐ AM ☒ PM

Provide the address and a general description of the venue and space to be utilized there.

Location Spring Park

Area of Event Site (SqFt or Acres): All

APPLICANT

Host Organization (if any)

Name	City of GCS
Address	321 Walnut Street
Phone Number	904-297-7054
Email	kthomas@greencovesprings.com

Contact Person

Name	Kimberly Thomas
Address	Same
Phone Number	Same
Email	Same

VENUE SPECIFICS

Please provide a **site sketch** for the venue which shows: (1) ingress and egress to the site, (2) any requested closure of public roads or public parking spaces, (3) designated event parking, (4) location of first aide, (5) location of garbage and recycling cans to be provided, (6) location of restrooms (on-site and portable, including those which are ADA accessible) and handwashing stations, (7) location of vendors, (8) location of entertainment, and (9) location of any other event infrastructure.

YES NO


☐

Are you requesting the closure of any roads or public parking spaces in conjunction with this event? If yes, please provide details. All streets surrounding Spring Park - Magnolia, Walnut, Spring & Ferris

NOTE: Road closures must be approved by City Council.


☐

Are you requesting any aide from the City for this event (police presence, barricades for road closures, etc.)? If yes, please provide details. All the asbove

NOTE: Assistance is subject to availability and staff approval; payment for services may be required. If approved, assistance will be coordinated by the applicant with the appropriate department.


☐

Will there be any tents / canopies used as part of the event? If yes, please indicate how many and what size(s). Vendor tents, employee cooling tent

NOTE: All tents must be properly anchored. Tents may require additional review, associated fees, and permitting. Staff will help you determine if a tent permit is required.

SUBMISSION INFORMATION

Applications should be submitted to the Development Services Department. E-mail your completed application to planning@greencovesprings.com or mail / hand deliver your completed application to:

City of Green Cove Springs
Development Services Department
321 Walnut Street
Green Cove Springs, FL 32043

Minor events are decisioned by the Site Development Review Team (SDRT). Major events must be approved by City Council. After an initial approval of a major event, additional information may be required, as written in City Code Sec. 117-791 of the city code.

Upon approval by SDRT (and when necessary, City Council) and payment of fees, staff will issue an event permit.

FEES

Minor Event: \$50

Major Event: \$500 + \$100 for each additional 1,000 persons over 5,000

The applicant will pay the appropriate fee based on estimated total attendance but must provide attendance figures after the event to verify fees paid.

AFFIDAVIT OF APPLICANT

I certify that I am at least eighteen (18) years old, that I am empowered to execute this application on behalf of the host organization, and that the information on this application is true and complete to the best of my knowledge. I agree to hold harmless, indemnify and defend the City of Green Cove Springs, its officers and employees from any liability costs and attorney fees, which may arise from the Special Event.

I understand that this Special Event application does not guarantee approval of my event or reservation of the event location. I understand that failure to provide information and/or failure to obtain permits by established deadlines will result in cancellation of such Special Event.

I agree to comply with all City ordinances and regulations in connection with this Special Event. I understand that the violation of any City ordinances and/or regulations during the event will result in immediate termination at the City's discretion and ineligibility for future Special Events.

I understand it is my responsibility to (1) ensure all vendors are properly licensed with the appropriate authorities and (2) return the site to its original condition after the event. Food vending is subject to inspection by the Department of Business and Professional Regulations, Division of Hotels and Restaurants (DBPR). Event coordinators are responsible for notifying DBPR that they intend to conduct an event with food vendors. Call DBPR – (850) 487.1395 for details. Alcoholic beverages may not be consumed as part of the event without the appropriate State and City approvals

I understand temporary signs and banners are not allowed in the City Limits of Green Cove Springs unless in areas designated by the City Manager or for events which are City Sponsored. Signage otherwise would be limited to the duration of the event.

I agree to pay the City for any services required in staging this Special Event. I understand that a Final Permit authorizing the conduct of the event will not be issued until all permit fees are paid and all required information has been provided.

If the event is cancelled after receipt of the permit, I understand a refund is not guaranteed. Any changes in venue or event dates must be submitted to the Development Services Department to be routed for review; approval of changes is not guaranteed.

Applicant Signature

Applicant Printed Name

Applicant Title(if any)

Date

Kimberly Thomas

Executive Assistant/City Event Coordinator

2/18/2021

**MEMORANDUM OF UNDERSTANDING
(INDEPENDENT CONTRACTOR'S AGREEMENT)**

THIS AGREEMENT is made and executed this 9th day of MARCH, 2021 in duplicate originals, by and between the City of Green Cove Springs, a Florida municipal corporation, (hereinafter referred to as the "City"), and James L. Craft, Jr. whose business address is 8145 Oregon Street, Jacksonville, FL 32220 (hereinafter referred to as the "Contractor").

It is hereby agreed between the City and Contractor as follows:

1. Acknowledgement of Independent Contractor Status. It is expressly agreed and understood that Contractor is an Independent Contractor for all purposes; including applicable Federal and State Law, and that the Contractor shall not be deemed or construed as being an employee of the City. By executing this Agreement, Contractor expressly acknowledges that he is not entitled to any of the usual and customary benefits, terms or conditions of employment received or granted to employees of the City.

2. Terms of Agreement. This Agreement shall cover contractor's work on May 31, 2021, unless terminated earlier pursuant to Section 6 herein.

3. Scope of the Work to be performed. The City hereby contracts with Contractor for his/her performance of the tasks described in Exhibit "A" (the "Services"), which is attached. Other than as expressly set forth herein, Contractor may exercise his own independent means and discretion to perform the Services. Contractor's hours of work shall be within his discretion and control and shall not be regulated by the City. Contractor agrees to comply with all applicable laws and regulations of the United States, the State of Florida and the City of Green Cove Springs, where such Services are to be rendered in the performance of his Services and responsibilities.

4. Liability for Injury or Damages. Contractor acknowledges and agrees that the City shall have **NO** obligations, responsibilities, or liabilities for any damage or injury to or caused by Contractor or his/her property stemming from or associated from or associated in any way with Services rendered pursuant to this Agreement. Contractor shall be solely responsible and liable for any personal or property damage or injury, whether suffered by Contractor, the City, or any third party, resulting from or associated in any way with Contractor's performance of the "Services" provided hereunder.

5. Terms of Payment. In consideration for the satisfactory performance of the terms and conditions by Contractor as an independent contractor as set forth in Paragraph No. 3, above, the City agrees to pay Contractor such amount as set forth herein and, according to the payment schedule included in said **Exhibit "A"**.

During the term of the Agreement, the City will reimburse Contractor for any and all reasonable expenses incurred by Contractor as a direct result of the performance of the Services for the City hereunder and solely related to such Services; provided, however, that all such expenses must be approved in writing in advance by the City Manager or designee, and that Contractor submits receipts for such expenses.

It is further expressly understood and agreed that the City shall not withhold from Contractor's payments under this Agreement, any amounts for federal income taxes, FICA, or any other state or federal taxes, and that Contractor shall be solely responsible for paying his/her own self-employment taxes or any other federal or state taxes on any installment payments provided to him/her by the City pursuant to his Agreement.

It is expressly understood and agreed by the parties that the City shall not pay, or be deemed liable to pay, any premium payments or contributions for any worker's compensation or unemployment compensation for, or on behalf of Contractor.

6. Termination of Agreement. Either or both parties may terminate this Agreement at any time with or without cause by giving 3 days written notice to the other party. If either party terminates this Agreement, Contractor will be paid a prorated amount based upon the time Services were actually performed as the full and complete compensation due hereunder. If contractor is terminated by the City for just cause, the City shall not owe contractor any sum hereunder.

7. Assignment. Neither this Agreement, nor the obligation and/or duties contained herein may be assigned by Contractor without the prior written consent of the City.

8. Severability. The invalidity of one or more of the provisions of this Agreement, or any part of this Agreement, shall not affect the validity of any other portions of this Agreement. In the event that any provision(s) of this Agreement shall be determined to be invalid, then this Agreement shall be construed as if such invalid provision(s) had not been inserted.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. All suits arising hereby shall only be heard by the courts in and for Clay County, Florida without the right to trial by jury.

10. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the performance of obligations and Services by and between Contractor and the City and contains all the covenants and agreements between the parties with respect to such obligations and Services. This Agreement shall not be modified, except in writing by both parties. The attached Standard Addendum labeled Exhibit "B" is by reference made a part hereof.

IN WITNESS HEREOF, the parties hereto have executed this Agreement the day and year first above written.

“Contractor”

City of Green Cove Springs, Florida

By: 

Print Name: James L. Craft, Jr.

By: _____

Print Name: B. Van Royal

Title: Mayor

Attest:

Approved as to form:

Erin West, City Clerk

L. J. Arnold III, City Attorney

Contractor's Tax ID: N/A

Contractor's Business Address: 8145 Oregon St
Jacksonville, FL 32220

Contractor's Telephone Number: 904-781-4045

Witness To Contractor's Signature:

Kimberly Thomas
(Print Name)

Kimberly Thomas
(Signature)

321 Walnut St, GCS FL 32043
(Address of Witness)

**THE JIM CRAFT SHOW
MAY 31, 2021**

Scope of work and terms of payment as described in the following documents attached hereto:

1. City Staff Report for March 16, 2021, City meeting with subject “RiverFest 2021 Celebration”.
2. Payment not to exceed \$1,500.00.

**MEMORANDUM OF UNDERSTANDING
(INDEPENDENT CONTRACTOR'S AGREEMENT)**

THIS AGREEMENT is made and executed this 9th day of MARCH, 2021 in duplicate originals, by and between the City of Green Cove Springs, a Florida municipal corporation, (hereinafter referred to as the "City"), and Kevin Matthew Craft, whose business address is 8145 Oregon Street, Jacksonville, FL 32220 (hereinafter referred to as the "Contractor").

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4. Liability for Injury or Damages. Contractor acknowledges and agrees that the City shall have **NO** obligations, responsibilities, or liabilities for any damage or injury to or caused by Contractor or his/her property stemming from or associated from or associated in any way with Services rendered pursuant to this Agreement. Contractor shall be solely responsible and liable for any personal or property damage or injury, whether suffered by Contractor, the City, or any third party, resulting from or associated in any way with Contractor's performance of the "Services" provided hereunder.

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It is further expressly understood and agreed that the City shall not withhold from Contractor's payments under this Agreement, any amounts for federal income taxes, FICA, or any other state or federal taxes, and that Contractor shall be solely responsible for paying his/her own self-employment taxes or any other federal or state taxes on any installment payments provided to him/her by the City pursuant to his Agreement.

It is expressly understood and agreed by the parties that the City shall not pay, or be deemed liable to pay, any premium payments or contributions for any worker's compensation or unemployment compensation for, or on behalf of Contractor.

6. Termination of Agreement. Either or both parties may terminate this Agreement at any time with or without cause by giving 3 days written notice to the other party. If either party terminates this Agreement, Contractor will be paid a prorated amount based upon the time Services were actually performed as the full and complete compensation due hereunder. If contractor is terminated by the City for just cause, the City shall not owe contractor any sum hereunder.

7. Assignment. Neither this Agreement, nor the obligation and/or duties contained herein may be assigned by Contractor without the prior written consent of the City.

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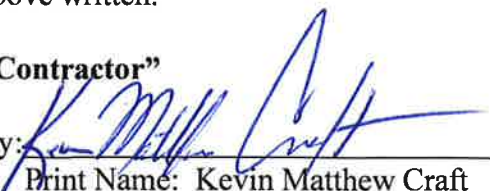
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IN WITNESS HEREOF, the parties hereto have executed this Agreement the day and year first above written.

“Contractor”

City of Green Cove Springs, Florida

By: 
Print Name: Kevin Matthew Craft

By: _____
Print Name: B. Van Royal
Title: Mayor

Attest:


Approved as to form:

Erin West, City Clerk

L. J. Arnold III, City Attorney

Contractor's Tax ID: N/A
Contractor's Business Address: 6674 Wild Horse Loop
Keystone Heights, FL 32656
Contractor's Telephone Number: _____

Witness To Contractor's Signature:


(Print Name)


(Signature)

321 Walnut St, GCS FL 32043
(Address of Witness)

**THE JIM CRAFT SHOW
MAY 31, 2021**

Scope of work and terms of payment as described in the following documents attached hereto:

1. City Staff Report for March 16, 2021, City meeting with subject “RiverFest 2021 Celebration”.
2. Payment not to exceed \$1,500.00.



CONTRACT FOR FIREWORKS DISPLAY

Sponsors	: City of Green Cove Springs
Contact	: Kimberly Thomas (904) 509-3943
Date of Display	: May 31st, 2021
Location	: St Johns River, Spring Park
Time	: 9:15pm
Duration	: 14-15 Minutes
Show Price	: \$10,000
Deposit	: \$5,000
Remarks	: Music and Barges included
Rain Date	: December 5th, 2021

We the undersigned, being interested in a fireworks display for City of Green Cove Springs agree to pay a price of \$10,000 for the display agreed upon, which will be furnished by KYNEX, Inc.

The undersigned, intending to be legally bound, agree as follows:

1. Sponsor to make a deposit payment of 50% of the contact price upon signing of contract, but no later than 30 days prior to display.
2. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest rate of 1½% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay KYNEX's reasonable attorney's fees and court costs in the event KYNEX shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.
3. SPONSOR'S AGENT: Kimberly Thomas be designated as Sponsor's agent to whom all questions and inquiries shall relay all questions and inquiries. Sponsor's agent shall be the only agent of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the sponsor.
4. If event is on land, sponsor to furnishing police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until KYNEX Inc. advises that it is no longer necessary. KYNEX Inc. is not responsible for clean-up of land-based shows other than company equipment, supplies, and packing materials. A land based fireworks show produces debris. Sponsor shall be responsible for the clean-up of any such debris.
5. If event is over water, KYNEX Inc. will be responsible for marine permit, and for control of safety zone.

6. KYNEX Inc. reserves the right to stop the display in the event persons, vehicles, or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
7. KYNEX Inc. will furnish all applicable licenses, permits and \$3,000,000 liability insurance and pyrotechnicians for your electronically fired display.
8. **NOTE:** In accordance with local regulations and ordinances, fireworks displays shall not take place later than 10:30pm unless approval is obtained from the governing authority. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays. If for some reason, shoot time does not occur before the allotted time and shoot is cancelled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
9. Hold harmless KYNEX Inc. from any claims that do not directly relate to damages produced by its staff, equipment, or pyrotechnic material.
10. CREDITS: As a material inducement to KYNEX agreeing to enter into this agreement, Sponsors shall give KYNEX program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.
11. If show is canceled, sponsor is responsible for any permit, fire watch, or barge/tug fees, if applicable. Additionally, Sponsor will be responsible for load in/ load out expenses not to exceed 50% of the budget. If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
12. If winds exceed 20 miles per hour, fireworks display will be postponed to an agreed date between Sponsor and KYNEX Inc.
13. Rain date policy is as follows: postponement time is **11:30am** day of display.
14. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, it shall be re-scheduled to the Inclement Weather Date set forth by Sponsor.
15. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-2014, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars, or buildings. This program requires a safety zone that has a radius of **350** feet because of the inclusion of **5 inch** shells. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-2014.

***KYNEX Inc., upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner.*

Date

Sponsor



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** March 16, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of, and authorization for the Mayor to execute, Disbursement Request #10 in the amount of \$26,600.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System.

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FISCAL IMPACT

\$26,600.00 from the Water Department CIP Budget

RECOMMENDATION

Approve of, and authorize the Mayor to execute, Disbursement Request #10 in the amount of \$26,600.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System.

Disbursement Request Package

State Revolving Fund Programs

Item #4.

1. Project Sponsor City of Green Cove Springs, Florida
2. Project Number DW100102
3. Disbursement Request Number 10
4. Invoice Period 1/2/2021 through 1/29/2021
5. Type of Request: Partial ☒ Final ☐
6. Federal Employer Identification Number 59-6000328
7. Mail ☐ EFT ☒ Send Remittance to:

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

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

Account Name: City of Green Cove Springs Utility Fund Savings

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

Disbursement Details

(Rounded to the nearest dollar)

	Amount This Request	Total Cumulative
1. Planning and Specialized Studies (attach invoices)	\$	\$
2. Design (attach invoices)	\$ 26,600.00	\$ 224,100.00
3. Construction and Demolition (attach pay estimates)	\$	\$
4. Technical Services during Construction (attach invoices)	\$	\$
5. <u>Other (must be specified in agreement)</u>	\$	\$
6. _____	\$	\$
7. Total cumulative to date		\$ 224,100.00
8.. Disbursements previously requested		\$(197,500.00)
9. Amount requested for disbursement	\$ 26,600.00	\$ 26,600.00
	(Total of lines 1 through 6)	(Line 7 minus Line 8)

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

SRF_Reporting@dep.state.fl.us

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

I, B. Van Royal, Mayor ,
(name of Authorized Representative designated in the agreement)

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

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

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

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

(Signature of Authorized Representative)

Mayor

(Title)

March 2, 2021

(Date)

Period of Certification:
1/2/21 through 1/29/21 DEP
Agreement No. DW100102

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



Invoice 21049

Item #4.

BILL TO

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

DATE
02/02/2021

PLEASE PAY
\$26,600.00

DUE DATE
02/22/2021

M&A PROJECT NO.
8905-53-1

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

Engineering services concerning the DEP SRF Water System Improvements, Design Phase project for the City of Green Cove Springs including completion of Amendment No. 1 survey services during the period ending January 29, 2021.

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

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

AMOUNT PREVIOUSLY INVOICED: \$37,500.00

Amount Earned This Period 26,600.00

Thank you for your business.

TOTAL DUE **\$26,600.00**

THANK YOU.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REIMBURSEMENT SUMMARY

Sponsor Name:	City of Green Cove Springs, Florida				Payment Request No.:		10
DEP Agreement No.:	DW100102						
Vendor Name	Invoice Number	Invoice Date	Invoice Amount	Local Share or Other Funding or Amount Not Requested	Requested Amount	Check Number	Category (ie. construction, technical services)
Mittauer & Associates, Inc.	21049	2/2/2021	\$ 26,600.00	\$ -	\$ 26,600.00		Design Services
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:			\$ 26,600.00	\$ -	\$ 26,600.00		

Summary of Work
DEP SRF Water System Improvements - Design Phase
DEP Agreement No. DW100102
City of Green Cove Springs, FL
M&A Project Nos. 8905-51-1, 8905-53-1 & 8905-55-1
March 2, 2021

Summary of work for Green Cove Springs Disbursement Request #10 to accompany Mittauer & Associates Invoice No. 21049, consists of:

Invoice No. 21049 DEP SRF Water System Improvements, Design Phase – 100% completion of Amendment No. 1 Surveying Services. Overall, the project services are 25.3% complete.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** March 16, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of Pay Request #6 in the amount of \$125,115.00 to General Underground for Bid Award LC 2020-06, Reynolds Water System Improvements in the amount of \$685,724.00 (Base Bid), and Alternate #1 (water & sewer extension to MOBRO) in the amount of \$314,275.00 for a total amount of \$1,000,449.00.

BACKGROUND

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

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

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

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

On April 2, 2019 staff was directed to draft an RFP to secure a loan for the "Priority 1" immediate CIP projects. The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000 plus costs and fees related to the issuance of the loan.

On April 2, 2019, Council adopted Ordinance No. O-07-2019 authorizing the borrowing of up to \$18,000,000 for capital improvements to the City's water system. Staff was also directed to draft an RFP to secure a loan for the "Priority 1" immediate CIP projects. The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000 plus costs and fees related to the issuance of the loan.

During the May 21, 2019 meeting, Council authorized staff to award the loan for improvements to the City's water distribution system in Reynolds Park to Synovus Bank. Synovus Bank was chosen to finance the Water Utility Revenue Note, Series 2019 with a fixed 2.63% interest rate for 10 years without premium or prepayment penalty. This loan is secured solely by a pledge of the net revenues of the City's Water Utility System. The net revenues pledge for the Water Utility Revenue Note, Series 2019 will be obligated for the ten year term of the loan. The maturity date for this loan is April 1, 2029.

A formal bid was conducted by city staff and Mittauer for the Reynolds Water System Improvements. Included as an alternate was the extension of water & sewer services to MOBRO which came up at the end of the design and was added.

City staff and the engineer of record have reviewed the received bids and certified General Underground as the qualified bidder.

Through value engineering and project optimization the total amount for the Reynolds improvements was \$684,724.00, far below the \$1,350,000.00 estimate. This enabled staff to include financing for the extension of water services to and across the MOBRO property to them water. MOBRO will be contributing approximately \$150,000.00 of the \$314,275.00 cost of the extension for water and sewer services. The system has been sized for future expansion east on State Road 16.

City Council approved Bid Award LC 2020-06, Reynolds Water System Improvements in the amount of \$685,724.00 (Base Bid), and Alternate #1 (water & sewer extension to MOBRO) in the amount of \$314,275.00 for a total amount of \$1,000,449.00 to general Underground on 5/19/2020.

FISCAL IMPACT

\$125,115.00 from the Water Fund CIP Budget

RECOMMENDATION

Approve Pay Request #6 in the amount of \$125,115.00 to General Underground for Bid Award LC 2020-06, Reynolds Water System Improvements in the amount of \$685,724.00 (Base Bid), and Alternate #1 (water & sewer extension to MOBRO) in the amount of \$314,275.00 for a total amount of \$1,000,449.00.



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

March 1, 2021

VIA EMAIL

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

RE: Contractor's Pay Request No. 6
Reynolds Water System Improvements
City Contract No. LC 2020-06
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-49-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 6 from General Underground, LLC and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$125,115.00.

Please do not hesitate to call should you have any questions.

Sincerely yours,
Mittauer & Associates, Inc.

Jason R. Shepler, P.E.
Vice President of Environmental Services

JRS/pj
Enclosure
cc: General Underground, LLC

RECEIVED
MAR 01 2021
Mittauer & Assoc., Inc.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

City of Green Cove Springs

LC 2020-06

AIA DOCUMENT G702

APPLICATION NO:

6

PAGE 1 OF 1

Distribution to:

X	OWNER
X	ENGINEER
X	CONTRACTOR

Reynolds Water System Improvements

FROM CONTRACTOR:

General Underground
PO BOX 870
Chiefland, FL 32644

VIA ENGINEER:

Mittauer & Associates
580-1 Wells Rd
Orange Park, FL 32873

PERIOD TO: 2/28/2021

PROJECT NUMBER: LC 2020-06

CONTRACT FOR:

CONTRACT DATE: 5/19/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$ \$ 997,499.00
2. Not change by Change Orders	\$ \$ -
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ \$ 997,499.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ \$ 922,939.00
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$ \$ 46,146.95
b. % of Stored Material (Column F on G703)	\$ \$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 46,146.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 876,792.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 751,677.05
8. CURRENT PAYMENT DUE	\$ 125,115.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 120,706.95

CONTRACTOR:

General Underground

By:

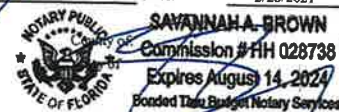
Date: 2/28/2021

State of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

125,115.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER

By:

Date:

3/1/21

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATION FOR PAYMENT • 1992 EDITION • AIA • 01002

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5202

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Progress Estimate - Unit Price Work	Contractor's Application											
For LC 2020-06	Reynolds Water System Improvements City of Green Cove Springs, Florida		General Underground LLC					Application Number:	6			
Application Period:	1/22/21-2/25/21							Application Date:	2/25/2021			
	Item		Contract Information			Estimated Value of Work		Materials Presently Stored (not in C)	Total Completed and Stored to Date		Balance to Finish	
						Quantity	Installed to Date					
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Installed						
1	Mobilization (5%)	1	LS	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00		1	\$ 30,000.00	\$ -	
2	General Conditions (15%)	1	LS	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00		1	\$ 40,000.00	\$ -	
3	Water Main, Conventionally Installed											
a)	6" PVC Water Main	50	LF	\$ 50.00	\$ 2,500.00	0	\$ -		0	\$ -	\$ 2,500.00	
b)	8" PVC Water Main	1,900	LF	\$ 38.00	\$ 72,200.00	1839	\$ 69,882.00		1839	\$ 69,882.00	\$ 2,318.00	
c)	10" PVC Water Main	1,700	LF	\$ 45.00	\$ 76,500.00	1755	\$ 78,975.00		1755	\$ 78,975.00	\$ (2,475.00)	
d)	12" PVC Water Main	1,000	LF	\$ 60.00	\$ 60,000.00	916	\$ 54,960.00		916	\$ 54,960.00	\$ 5,040.00	
4	Water Main, Horizontally Directional Drilled											
a)	12" Fusible PVC	700	LF	\$ 85.00	\$ 59,500.00	720	\$ 61,200.00		720	\$ 61,200.00	\$ (1,700.00)	
5	Ductile Iron Fittings-Mortar Lined	13,300	LBS	\$ 1.00	\$ 13,300.00	2134	\$ 2,134.00		2134	\$ 2,134.00	\$ 11,166.00	
6	Gate Valve and Box											
a)	6" Gate Valve & Box	1	EA	\$ 1,200.00	\$ 1,200.00	0	\$ -		0	\$ -	\$ 1,200.00	
b)	8" Gate Valve & Box	3	EA	\$ 1,350.00	\$ 4,050.00	2	\$ 2,700.00		2	\$ 2,700.00	\$ 1,350.00	
c)	10" Gate Valve & Box	2	EA	\$ 2,200.00	\$ 4,400.00	4	\$ 8,800.00		4	\$ 8,800.00	\$ (4,400.00)	
d)	12" Gate Valve & Box	2	EA	\$ 3,000.00	\$ 6,000.00	2	\$ 6,000.00		2	\$ 6,000.00	\$ -	
7	Connection to Existing Main											
a)	6" x 6" x 6" TEE, MJ w/ 6" Cut-in Sleeve, MJ	1	EA	\$ 2,500.00	\$ 2,500.00	0	\$ -		0	\$ -	\$ 2,500.00	
b)	10" x 8" SS Tapping Sleeve & Valve	2	EA	\$ 5,000.00	\$ 10,000.00	1	\$ 5,000.00		1	\$ 5,000.00	\$ 5,000.00	
c)	10" x 10" SS Tapping Sleeve & Valve	2	EA	\$ 6,000.00	\$ 12,000.00	1	\$ 6,000.00		1	\$ 6,000.00	\$ 6,000.00	
d)	12" x 10" SS Tapping Sleeve & Valve	1	EA	\$ 6,500.00	\$ 6,500.00	0	\$ -		0	\$ -	\$ 6,500.00	
e)	12" x 12" SS Tapping Sleeve & Valve	1	EA	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00		1	\$ 8,000.00	\$ -	
f)	14" x 8" SS Tapping Sleeve & Valve	2	EA	\$ 5,500.00	\$ 11,000.00	2	\$ 11,000.00		2	\$ 11,000.00	\$ -	
g)	8" Line Stop & (2) 8" DI Plugs, MJ	3	EA	\$ 6,000.00	\$ 18,000.00	3	\$ 18,000.00		3	\$ 18,000.00	\$ -	
h)	10" Line Stop & (2) 8" DI Plugs, MJ	2	EA	\$ 7,750.00	\$ 15,500.00	0	\$ -		0	\$ -	\$ 15,500.00	
i)	12" Line Stop & (2) 8" DI Plugs, MJ	1	EA	\$ 8,000.00	\$ 8,000.00	0	\$ -		0	\$ -	\$ 8,000.00	
j(1)	6" Insert-a-Valve w/ 6" DI Plugs, MJ Team Insert-a-Valve	2	EA	\$ 10,000.00	\$ 20,000.00	2	\$ 20,000.00		2	\$ 20,000.00	\$ -	
j(2)	6" Insert-a-Valve w/ 6" DI Plugs, MJ Alternate Insert-a-Valve (Hydra-Stop or Equal)	2	EA	\$ 7,500.00	\$ 15,000.00	0	\$ -		0	\$ -	\$ 15,000.00	
8	Remove & Replace Water Services											
a)	2" Water Service w/ Meter & Box (Short)	5	EA	\$ 2,500.00	\$ 12,500.00	8	\$ 20,000.00		8	\$ 20,000.00	\$ (7,500.00)	
b)	2" Water Service w/ Meter & Box (Long)	5	EA	\$ 2,750.00	\$ 13,750.00	3	\$ 8,250.00		3	\$ 8,250.00	\$ 5,500.00	

9	Temporary Sample Tap	8	EA	\$ 800.00	\$ 6,400.00	8	\$ 6,400.00	8	\$ 6,400.00	\$ -	
10	Fire Hydrant Assembly	8	EA	\$ 4,500.00	\$ 36,000.00	8	\$ 36,000.00	8	\$ 36,000.00	\$ -	
11	Removal Existing Fire Hydrant Assembly	6	EA	\$ 2,000.00	\$ 12,000.00	6	\$ 12,000.00	6	\$ 12,000.00	\$ -	
12	2" Flushing Hydrant with Plugged Dead End	1	EA	\$ 3,224.00	\$ 3,224.00	0	\$ -	0	\$ -	\$ 3,224.00	
13	Removal & Replacement of Unsuitable Soils	500	CY	\$ 10.00	\$ 5,000.00	0	\$ -	0	\$ -	\$ 5,000.00	
14	Removal & Replacement of :										
a)	Asphalt Pavement	1500	SY	\$ 30.00	\$ 45,000.00	1500	\$ 45,000.00	1500	\$ 45,000.00	\$ -	
b)	4" Concrete Sidewalk	50	SY	\$ 50.00	\$ 2,500.00	50	\$ 2,500.00	50	\$ 2,500.00	\$ -	
c)	6" Concrete Driveway	50	SY	\$ 50.00	\$ 2,500.00	50	\$ 2,500.00	50	\$ 2,500.00	\$ -	
d)	Asphalt Drainage Flume	1	LS	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00	\$ -	
15	Take Existing Water Main Out of Service										
a)	6" Water Main (grout fill)	850	LF	\$ 12.00	\$ 10,200.00	0	\$ -	0	\$ -	\$ 10,200.00	
b)	12" Water Main (grout fill)	250	LF	\$ 40.00	\$ 10,000.00	0	\$ -	0	\$ -	\$ 10,000.00	
16	Audiovisual Documentation	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	1	\$ 7,500.00	\$ -	
17	Grassing / Restoration	1	LS	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	1	\$ 17,000.00	\$ -	
BASE TOTAL		\$ 683,224.00		Installed Quantity		\$ 583,301.00		Total Remaining		\$ 99,923.00	
ADDITIVE ALTERNATE NO.1 UNIT PRICE BASIS FOR TOTAL ALLOWANCE											
17	Grassing / Restoration (Seed / Mulch) (4,700 LF of 20' Wide Utility Easement Limits)	1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00	\$ -	
18	Topographic Route Surveying (20' Wide Utility Easement Limits)	4,700	LF	\$ 3.25	\$ 15,275.00	4700	\$ 15,275.00	4700	\$ 15,275.00	\$ -	
19	Clearing & Grubbing	2	AC	\$ 3,000.00	\$ 6,000.00	2	\$ 6,000.00	2	\$ 6,000.00	\$ -	
WATER MAIN EXTENSION ALLOWANCE (1900 LF OF 10" WM)											
3c	10" PVC Water Main, Conventional	700	LF	\$ 44.00	\$ 30,800.00	14	\$ 616.00	14	\$ 616.00	\$ 30,184.00	
4b	10" Fusible PVC Water Main, HDD	1,200	LF	\$ 44.00	\$ 52,800.00	1817	\$ 79,948.00	1817	\$ 79,948.00	\$ (27,148.00)	
5	Ductile Iron Fittings-Mortar Lined	2,500	LBS	\$ 1.00	\$ 2,500.00	581	\$ 581.00	581	\$ 581.00	\$ 1,919.00	
6c	10" Gate Valve & Box	4	EA	\$ 2,500.00	\$ 10,000.00	3	\$ 7,500.00	3	\$ 7,500.00	\$ 2,500.00	
9	Temporary Sample Tap	2	EA	\$ 750.00	\$ 1,500.00	2	\$ 1,500.00	2	\$ 1,500.00	\$ -	
10	Fire Hydrant Assembly	2	EA	\$ 5,000.00	\$ 10,000.00	2	\$ 10,000.00	2	\$ 10,000.00	\$ -	
FORCEMAIN EXTENSION ALLOWANCE (4700 LF OF 6" FM)											
3e	6" PVC Force Main, Conventional	2,700	LF	\$ 33.00	\$ 89,100.00	35	\$ 1,155.00	35	\$ 1,155.00	\$ 87,945.00	
4c	6" Fusible PVC Force Main, HDD	2,000	LF	\$ 33.00	\$ 66,000.00	4620	\$ 152,460.00	4620	\$ 152,460.00	\$ (86,460.00)	
5	Ductile Iron Fittings-Epoxy Lined	2,500	LBS	\$ 1.00	\$ 2,500.00	503	\$ 503.00	503	\$ 503.00	\$ 1,997.00	
6a	6" Gate Valve & Box	4	EA	\$ 1,200.00	\$ 4,800.00	3	\$ 3,600.00	3	\$ 3,600.00	\$ 1,200.00	
7k	Connect to Existing 12" FM 12" x 6" Cut-in TEE, MJ with 12" Cut-in Sleeve	1	LS	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00	\$ -	
20	Air Release Valve and Box	2	EA	\$ 7,500.00	\$ 15,000.00	7	\$ 52,500.00	7	\$ 52,500.00	\$ (37,500.00)	
Additive Alt 1 Total											
		\$ 314,275.00		Installed Quantity ALT 1		\$ 339,638.00		Total Remaining ALT 1		\$ (25,363.00)	
GRAND TOTAL											
		\$ 997,499.00		Total Installed QTY		\$ 922,939.00		Total Remaining Qty		\$ 74,560.00	



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** 03/16/2021

FROM: Name, Title

SUBJECT: City Council Approval for pay request # 1 in the amount of \$ 91,774.97 from Jax Utilities Management, Inc, for the Construction of the new paving of the parking and drive through circle at the ASACC facility.

BACKGROUND

City Council approved to enter a contract with Jax Utilities Management Inc, on January 5, 2021 City Council meeting to construct the new parking for the ASACC facility in the amount of \$ 219,195.54 and the amount before you of \$ 91,774.97 tonight is for what has been completed on this project as of this date.

FISCAL IMPACT

Amount of \$ 91,774.97 from COVID 19 Funds from Account # 101-1005-5006404.

RECOMMENDATION

Approve Pay request # 1 from Jax Utilities Management ,Inc in the amount of \$ 91,774.97.



Jax Utilities Management, Inc.

8812 Alton Avenue
Jacksonville, Florida 32211

Inv Item #6.

Date	Invoice #
3/3/2021	19/2010792D

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

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/3/2021			
Quantity	Item Code	Description			Price Each	Amount
		GCS Community Center Improvements ***Partial Billing****				
0.5	001. Site Prep	Site Preparation			41,429.62	20,714.81
0.5	002. MOT	Maintenance of Traffic			5,913.00	2,956.50
0.5	003. Misc. Non-Bi...	Miscellaneous - Testing, Pond, Excavation, Install (2) H/C Signs, Install (2) Van Accessible Plates, Install (2) R1-1 36"x36" Signs, Install (2) R5-1 30"x30" Signs, (2) Thermo Handicap Stalls, (17) White Thermo DOT Arrows, & (45) 6' Concrete Wheel Stops			51,718.66	25,859.33
0	215.Asphaltic Conc...	215. Asphaltic Concrete			257.60	0.00
730	217.Asphalt Mill 1...	217. Asphalt Milling (1.5" Max Depth)			11.04	8,059.20
1,912.5	218.Limerock 6" Lift	218. Limerock (6" Lift)			12.88	24,633.00
102.75	234. Curb & Gutter...	234. Curb and Curb and Gutter (16" to 18")			28.52	2,930.43
0	239.H/C Ramp	239. Concrete Handicapped Ramp (5" Depth)			68.08	0.00
0	240.Det Warning S...	240. Detectable Warning Surface			20.24	0.00
6.75	244.Misc Conc No...	244. Miscellaneous Concrete (Non-reinforced) - Weir			266.80	1,800.90
300	252. Grass Sod Bahia	252. Grass Sod (Bahia)			4.60	1,380.00
5.5	245.Misc Conc Rei...	245. Miscellaneous Concrete (Reinforced) - Dumpster Pad			625.60	3,440.80
0	263.Temp Roadwa...	263. Temporary Painted Roadway Stripe (4" yellow / white)			4.60	0.00
Charles Freshwater ... Office:855-0111 Cell:813-3534					Total	



Jax Utilities Management, Inc.

8812 Alton Avenue
Jacksonville, Florida 32211

Inv Item #6.

Date	Invoice #
3/3/2021	19/2010792D

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

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/3/2021			
Quantity	Item Code	Description	Price Each	Amount		
0	264.Perm Thermo ...	264. Permanent Thermoplastic Roadway Stripe (4" yellow/white)	4.60	0.00		
0	267.Temp Stop Bar	267. Temporary Painted Stop Bar (24" White)	3.68	0.00		
0	268.Perm Stop Bar	268. Permanent Thermoplastic Stop Bar (24" White)	12.88	0.00		
<div>Steve Thomas</div> <div>3-3-2021</div>						
Charles Freshwater ... Office:855-0111 Cell:813-3534			Total	\$91,774.97		

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

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



MINUTES

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

Roll Call

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

STAFF MEMBERS PRESENT: L.J. Arnold, III, City Attorney, Steve Kennedy, City Manager, Mike Null, Assistant City Manager, Erin West, City Clerk

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda.
No public comment

AWARDS & RECOGNITION

1. Recognition – CEB Spelling Bee Winner

Mayor Royal introduces Joe Sabotta who speaks and introduces 10-year-old William Spires. William won the Charles E Bennett spelling bee and was the only 5th grader to enter into the County wide spelling bee.

PUBLIC HEARINGS

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

City Attorney Arnold reads Ordinance No. O-16-2020 by title.

Development Services Director, Michael Daniels presents and explains the Ordinance.

Mayor Royal opens the public hearing.

Following no public comment, the public hearing is closed.

Motion to approve and adopt Ordinance No. O-16-2020, amending City Code Chapter 101, Article I; establishing Chapter 101, Article II, Division 3. Section 101-160 Flag Lots; and amending Chapter 113, Article II, Division 4.

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

Voting Yea: Mayor Royal, Council Member Butler, Council Member Johnson, Council Member Kelley

CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Backup documentation and staff recommendations have been previously submitted to the city council on these items.

Motion to approve Consent Agenda Item 3 through 16.

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

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

3. City Council approval of payment of 2/4 of Law Enforcement Basic Recruitment Program for J. Mares. **Derek Asdot**
4. City Council approval of Change Order #1 in the amount of \$31,000.00 to Jax Utilities Management for Bid Award LC 2020-07, US 17 / SR 16 Force Main Modifications in the amount of \$412,915.00, increasing the total award to \$443,000.00. **Scott Schultz**
5. City Council approval of the FY 2021 Revenues and Expenditures Report and the Quarterly Investment Report for the period ending December 31, 2020. **Marlena Guthrie**
6. City Council approval of an increase in funding of \$4,870.24 due to inoperative valves resulting in a "wet tap", and approval of Contractors Pay Request #1 / Final Invoice in the amount of \$57,742.64 to Jax Utilities Management for water main installation on Washington Lane. **Scott Schultz**
7. City Council approval to surplus the Public Safety Vehicles / Equipment listed on Attachment "A" **Scott Schultz**
8. City Council approval the purchase of a pre-fabricated concrete restroom building for the Augusta Savage Friendship Park (Tot Lot) from Leesburg Concrete Company, Inc. piggybacking on Lake County, FL Contract Number 16-02129 in the amount of \$79,129. **Mike Null**
9. City Council approval of the Engineer's Recommendation of Award to Williams Industrial Services, LLC, in the amount of \$15,426,644.33, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. **Scott Schultz**
10. City Council approval to surplus diesel backup generator at the Harbor Road WWTF. **Scott Schultz**
11. City Council approval to issue a Purchase Order to Heart Utilities in the amount of \$215,000 to construct electric system improvements along Green Cove Ave and Roberts St. **Andy Yeager**
12. City Council approval to issue a Purchase Order to Heart Utilities in the amount of \$262,000 to construct electric system improvements along Houston St. **Andy Yeager**

13. Award of Bid LC 2021-01 for GIS Design Consultant to develop a comprehensive online mapping system pursuant to the City's contract with the Department of Economic Opportunity for the Community Planning Technical Assistance Grant **Michael Daniels**
14. City Council approval of Core I and III – Executive/Administrative Assistant Training in Orlando, FL. **Derek Asdot**
15. City Council approval of a PO not to exceed the amount of \$133,376 to Play Power LT Farmington, Inc. for a handicap playground. **Steve Thomas**
16. City Council authorization to purchase a bucket truck from Altec Industries, Inc. under the GSA bid in an amount not to exceed \$230,000. **Andy Yeager**

COUNCIL BUSINESS

17. City Council discussion and direction on the installation of security lights for electric customers. **Mike Null, Andy Yeager**

Assistant City Manager, Mike Null explains this item is for Council consideration to begin installation of new security lights and advises the cost breakout for installing the security lights has been provided.

Council discussion follows.

Motion to approve restarting the standing the security light program in Green Cove with the \$10 charge per month without any upfront fees.

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

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

18. Award of Bid LC 2020-20 for an Urban Planning or Interdisciplinary Firm to complete the 2045 Comprehensive Plan Update. **Michael Daniels**

Development Services Director, Michael Daniels presents on BID LC 2020-20.

George Kramer with S&ME speaks to the Council concerning the Comp Plan update. Mr. Kramer thanks the City and all the members of the selection committee.

Council discussion follows.

Motion to approve award of bid LC 2020-20 for an Urban Planning or Interdisciplinary Firm to complete the 2045 Comprehensive Plan Update to S&ME.

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

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

19. City Council approval for the City of Green Cove Springs to become a Monarch City USA. **Steve Kennedy**

City Manager, Steve Kennedy speaks to the Council concerning the City becoming Monarch City USA.

Development Services Director, Michael Daniels speaks concerning Monarch City USA and advises it will be similar to being Tree City USA.
Council discussion follows.

Motion to approve the City of Green Cove Springs becoming Monarch City USA.

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

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

20. City Council approval of the applications submitted for the Citizen's Advisory Committee.
Steve Kennedy

City Manager, Steve Kennedy advises the Council there are 33 members he is recommending for the Citizen's Advisory Committee. Mr. Kennedy advises if the list is approved, letters will go out letting the citizens know they are on the committee. There will be a swearing in of the committee members.

Motion to approve accepting the applications submitted for the Citizen's Advisory Committee.

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

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

Joe Sabotta 212 North St., GCS questions what the CAC will be doing and how it will work. Mr. Kennedy responds to Mr. Sabotta concerns and explains what the CAC will be doing.

21. City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.
The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.

City Manager, Steve Kennedy advises he met with Vice Mayor Gaw and Executive Assistant Kimberly Thomas concerning some changes to Food Truck Friday. Mr. Kennedy advises the first change moving is the bands to the gazebo and the second change is splitting up the food trucks between Walnut Street and Spring Street to allow for more social distancing.

Council discussion follows.

Mayor Royal and Vice Mayor Gaw advise they wish to abstain on this vote due to their involvement with Food Truck Friday.

Emergency motion to accept the changes stated by City Manager, Steve Kennedy with regards to Food Truck Friday.

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

Voting Yea: Council Member Butler, Council Member Johnson, Council Member Kelley

Voting Abstaining: Mayor Royal, Vice Mayor Gaw

22. City Council Reports and/or Correspondence.

The City Council made comments regarding various city activities, events, operations, and projects.

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:37 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

B. Van Royal, Mayor

Attest:

Erin West, City Clerk

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, MARCH 02, 2021 – 7:00 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag - **Pastor Pendergraft - Sacred Heart Catholic**

Roll Call

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

STAFF MEMBERS PRESENT: L.J. Arnold, III, City Attorney, Steve Kennedy, City Manager, Mike Null, Assistant City Manager, Erin West, City Clerk

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

1. Stan Kinmonth 194 Malley Cove Ln, Fleming Island thanks the Council for their support of the MVPA First Florida Chapter event that was held at Reynolds Park.

AWARDS & RECOGNITION

1. Swearing-In of Citizen's Advisory Committee

City Manager, Steve Kennedy speaks to the Council and the Citizen's Advisory Committee. Mr. Kennedy introduction Judge Garfield Hurt.

Judge Hurt proceeded to swear in the new members of the CAC.

2. Monarch City Proclamation

Motion to approve the Monarch City USA Proclamation.

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

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

Mayor Royal reads and presents that proclamation to the Green Cove Springs Garden Club.

2. AMIKids Clay County – Presentation

Executive Director, Maria Przybylski speaks to the Council and explains what AMIKids of Clay County involves.

Various students with AMIKids speak and inform the Council what they learn and do every day. Troy Betz with Vallencourt advises the Council how Vallencourt is involved AMIKids and shows support for the program.

Mike Vallencourt speaks to the Council and supports the AMIKids program.

City Manager, Steve Kennedy advises there is discussion going on with AMIKids about cost and plans. Once that is complete it will be brought to the Council in a form of recommendation.

Council discussion follows.

CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Backup documentation and staff recommendations have been previously submitted to the city council on these items.

Motion to approve Consent Agenda Item 4 through 15.

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

Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler

4. Council approval of Chief Asdot to attend the FBINAA Annual Training Conference in Orlando, FL. **Derek Asdot**
5. Council approval of Chief Asdot to attend FPCA Summer Conference in Hollywood, FL. **Derek Asdot**
6. City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute, Amendment #1 in the amount of \$56,100.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System. This amendment increases the total loan / grant (50%) amount to \$412,900.00. **Scott Schultz**
7. City Council approval of Scrivener's Error to the April 16, 2019 Minutes **Kimberly Thomas**
8. City Council approval of funding in the amount of \$24,270.30 to Jax Utilities Management for sewer connections to four parcels, piggybacking on City of Jacksonville Contract # 8258-19 **Scott Schultz**
9. City Council approval of street closure **Kimberly Thomas**
10. City Council approval of Invoices #1-4 in the amount of 120,014.80 to Mastry / Yanmar, for purchase of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations. Note: The City has received 75% funding from HMGP. Staff received an advance from HMGP in the amount of \$333,578.20. **Scott Schultz**
11. City Council approval of Minutes from 2/02/2021 Regular Session **Erin West**
12. City Council approval of Land Dedication for new roadway adjacent to Ruby Street **Michael Daniels**

13. City Council approval of Engagement Letter to retain the services of Nabors, Giblin & Nickerson, P. A. (“NG&N”) to assist with the annual non-ad valorem assessments for the Magnolia West subdivision’s solid waste and City-wide stormwater programs. **Jim Arnold**
14. City Council approval of a change order #3 to KBT Contracting Corp to Construct a drive through shelter for the Food Pantry in the amount of \$94,200.00. **Steve Thomas**
15. City Council adoption of a Language Access Plan (LAP) for Limited English Proficiency (LEP) persons. **Mike Null**

PUBLIC HEARINGS

16. First Public Hearing to take recommendations for a CDBG-CV Coronavirus Cycle grant application with the Florida Department of Economic Opportunity. **Mike Null**

Assistant City Manager, Mike Null speaks about the CDBG-CV Coronavirus Cycle grant and introduces David Fox with Fred Fox Enterprises.

David Fox presents and explains the upcoming grant cycle for the CDBG-CV Coronavirus Cycle.

Pat Garlinghouse, 103 S Magnolia Ave. GCS, questions the dollar amount. Mr. Fox advises the minimum is \$200,000 and the maximum is \$5,000,000.

Mayor Royal opens the public hearing.

Joe Sabotta, 212 North St. GCS advises he did not understand any of the presentation.

Mayor Royal responds to Mr. Sabotta and explains the CDBG grant.

Mayor Royal suggests using this grant to help convert the Augusta Savage Center.

Bob Page 1862 Colonial Drive GCS advises he likes the Augusta Savage project and suggests doing a project with the Rivers House.

Mr. Sabotta advises he understands the grant and suggest ear marking the money. If \$500,000 comes in, are there other projects that need desperately completed? Is the money going to be used for what it is designated to be used for or used on other projects? Mayor Royal advises the funds are audited and the money must be used for the designated project.

Mr. Null advises this grant is very competitive with only one project application being submitted. If the project does not use all the funds, then the difference will be sent back.

Council discussion follows.

Mr. Null advises a project staff has discussed providing wifi to LMI residents.

Council discussion follows concerning infrastructure for the wifi.

Mr. Sabotta speaks against supplying wifi to Green Cove residents.

Council discussion follows.

Mr. Page speaks and advises this is more of a mitigation grant.

Council discussion follows.

Following no further comments, the public hearing is closed.

Council discussion follows.

Motion to approve moving forward with the grant and specifically for the project of finishing the Augusta Savage auditorium for a COVID Center and a future food kitchen to serve the community.

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

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

COUNCIL BUSINESS**17. FMPA - March 2021 *Bob Page***

Mr. Page gave an overview of March and discussion followed.

18. First Reading of Ordinance O-05-2021, Amending Section 90-61 of the City Code to allow security and night-lights under certain circumstances. *Mike Null*

City Attorney Arnold reads Ordinance No. O-05-2021 by title.

Electric Director, Andy Yeager speaks and explains the Ordinance.

Council discussion follows.

Motion to approve Ordinance No. O-05-2021 on first reading as to form only and set March 16, 2021 at 7:00 PM as the second and final public hearing.

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

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

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

The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects.

20. City Council Reports and/or Correspondence.

The City Council made comments regarding various city activities, events, operations, and projects.

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 9:19 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

B. Van Royal, Mayor

Attest:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** March 16, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, and authorization for the Mayor to execute, the construction contract with Williams Industrial Services, LLC, in the amount of \$15,426,644.33, for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

BACKGROUND

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

Excerpt from the June 7, 2016 Staff Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On 1/19/2021 the City Council approved of, and authorized the Mayor, City Attorney and City Clerk to execute, the Clean Water State Revolving Fund (SRF), Construction Loan Agreement WW100420, Grant Agreement SG 100421 for Phase II Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00. The original loan request was for \$18,106,500.00. Due to limited funds, the SRF program limited the award to \$12,000,000.00, with the plan to award the city an additional \$6,106,500.00 in July 2021.

On February 2, 2021, eight Sealed Bids were opened for the construction of the above referenced project. Williams Industrial was determined to be the lowest qualified bidder. The estimated budget / original SRF loan request was for \$18,106,500.00. This project came in under projected budget, including the Additive Alternates.

On February 16, 2021 Council approved the Engineers Recommendation of Award to Williams Industrial Services, LLC

FISCAL IMPACT

\$15,426,644.33 from the Wastewater CIP Budget

RECOMMENDATION

Approve of, and authorize the Mayor to execute, the construction contract with Williams Industrial Services, LLC, in the amount of \$15,426,644.33, for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

SECTION 00520

EJCDC AGREEMENT

BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between the City of Green Cove Springs, Florida ("Owner") and
Williams Industrial Services, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Constructing : A) one (1) influent structure with 7.5 MGD (PHF) mechanical screen that includes an integral washing compactor and manual bar rack; B) influent flow splitter structure; C) 1.25 MGD (AADF) oxidation ditch ("Carrousel"); D) two (2) 80-ft circular clarifiers; E) two (2) 1.5 MGD (MDF) disk filters; F) concrete chlorine contact chamber with 2 vertical turbine effluent transfer pumps; G) hypochlorite, alum, and bisulfite chemical feed systems; H) operations building; I) electrical and controls with back-up generator; J) SCADA system with integration into City's existing SCADA system; K) yard piping and site improvements; and L) demolition and rehabilitation of existing treatment system components.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: DEP SRF Harbor Road WRF Expansion, SRF Agreement No. WW100420.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Mittauer & Associates, Inc., 580-1 Wells Road, Orange Park, Florida 32073.
- 3.02 The Owner has retained Mittauer & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Modified per Mittauer & Associates, Inc.

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4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 570 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 600 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$750 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are additive and will be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid. See Contractor's Bid (Section 00410).
 - B. The Owner will issue a partial purchase order to the awarded Bidder through Fiscal Year 2021 (9/30/21) with the remaining funding being issued within Fiscal Year 2022. Fiscal Year 2021 funding for the project is approximately \$13,500,000.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment in accordance with Paragraph 15.01 of the General Conditions during performance of the Work as provided in Paragraph 6.02.A.1. below,

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provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest in accordance with the Local Government Prompt Payment Act, Florida Statute 218, Part VII.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related

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reports and drawings if any identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. All applicable Federal, State, and local laws, ordinances, regulations and rules of all authorities having jurisdiction over construction of this project shall apply to the contract throughout. They shall be deemed to be included in the contract the same as though herein written out in full.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (Section 00520).
 - 2. Performance bond (Section 00610).
 - 3. Payment bond (Section 00615).
 - 4. Other bonds (if any).
 - 5. General Conditions (Section 00700).
 - 6. Supplementary Conditions (Section 00800).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 128 sheets with each sheet bearing the following general title: DEP SRF Harbor Road WRF Expansion, Ph. 2.
 - 9. Addenda (numbers 1 to 3, inclusive).
 - 10. Exhibits to this Agreement:
 - a. Contractor's Bid (Section 00410).

Modified per Mittauer & Associates, Inc.

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11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

Modified per Mittauer & Associates, Inc.

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions:* Not applicable

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 1, 2021 (which is the Effective Date of the Contract).

OWNER: City of Green Cove Springs, Florida

CONTRACTOR: Williams Industrial Services, LLC

By: B. Van Royal

By: Matt Morgan

Title: Mayor

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: Nick Payne, Director of Operations

Address for giving notices:

Address for giving notices:

City of Green Cove Springs

Williams Industrial Services, LLC

321 Walnut Street

591 Pickettville Road

Green Cove Springs, Florida 32043

Jacksonville, Florida 32220

Contractor

License No.: CGC1509613

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Modified per Mittauer & Associates, Inc.

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

Designated Representative:

Name: Mike NullTitle: Asst. City Mgr./Public Works DirectorAddress: City of Green Cove Springs321 Walnut StreetGreen Cove Springs, Florida 32043Phone: (904) 297-7500, ext. 3324Facsimile: (904) 284-8609Email: mnull@greencovesprings.com

Designated Representative:

Name: Nicholas A. PayneTitle: Director of Operations ManagerAddress: Williams Industrial Services, LLC591 Pickettville RoadJacksonville, Florida 32220Phone: (904) 696-9994Facsimile: (904) 696-9997Email: napayne@wisgrp.com**END OF SECTION**

Modified per Mittauer & Associates, Inc.EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

PERFORMANCE BOND

CONTRACTOR (name and address):

Williams Industrial Services, LLC
591 Pickettville Road
Jacksonville, Florida 32220

SURETY (name and address of principal place of business):

Lexon Insurance Company
10002 Shelbyville Road, Suite 100
Louisville, KY 40223

OWNER (name and address):

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

CONSTRUCTION CONTRACT

Effective Date of the Agreement: March 1, 2021

Amount: \$15,426,644.33

Description (name and location): DEP SRF Harbor Road WRF Expansion, Ph. 2
SRF Agreement No. WW100420
Green Cove Springs, Florida

BOND

Bond Number: LICX1200727

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

March 1, 2021

Amount: \$15,426,644.33

Modifications to this Bond Form: ☐ None ☒ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Williams Industrial Services, LLC (seal)
Contractor's Name and Corporate Seal

By: [Signature]
Signature

Matt Morgan
Print Name

President
Title

Attest: [Signature]
Signature

VP, Insurance and Risk Management
Title

SURETY

Lexon Insurance Company (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Daniel P. Dunigan
Print Name

Attorney in Fact

Title

Attest: [Signature]
Signature

Witness as to Surety - Arlene Ostroff
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed

by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

Bond shall be recorded in the County in which work is performed in accordance with Florida Statutes Section 255.05.

PAYMENT BOND

CONTRACTOR (name and address):
Williams Industrial Services, LLC
591 Pickettville Road
Jacksonville, Florida 32220

SURETY (name and address of principal place of business):

Lexon Insurance Company
10002 Shelbyville Rd, Suite 100
Louisville, KY 40223

OWNER (name and address):
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

CONSTRUCTION CONTRACT

Effective Date of the Agreement: March 1, 2021
Amount: \$15,426,644.33
Description (name and location): DEP SRF Harbor Road WRF Expansion, Ph. 2
SRF Agreement No. WW100420
Green Cove Springs, Florida

BOND

Bond Number: LICX1200727
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): March 1, 2021
Amount: \$15,426,644.33
Modifications to this Bond Form: ☐ None ☒ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Williams Industrial Services, LLC (seal)
Contractor's Name and Corporate Seal

By: [Signature]
Signature

Matt Morgan
Print Name

President
Title

Attest: [Signature]
Signature

VP, Insurance and Risk Management
Title

SURETY

Lexon Insurance Company (seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Daniel P. Dunigan
Print Name

Attorney in Fact
Title

Attest: [Signature]
Signature

Witness as to Surety - Arlene Ostroff
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Bond shall be recorded in the County in which work is performed in accordance with Florida Statutes Section 255.05.



SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

9392

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **William F. Simkiss, Daniel P. Dunigan, Brian C. Block, James L. Hahn, Richard J. Decker, Joseph W. Kolok, Jr.** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety: bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TWENTY FIVE MILLION Dollars (\$25,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he ~~they~~ is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:

Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of March 20 21

By:

Daniel S. Lurie
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



CERTIFICATE OF LIABILITY INSURANCE

Item #8.

DATE (MM/DD/YYYY)

2/23/2021

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Fort Worth TX 76102	CONTACT NAME: Michele Lane	
	PHONE (A/C, No, Ext): 817-336-2377 FAX (A/C, No): 817-347-6981	
	E-MAIL ADDRESS: mlane@higginbotham.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Starr Indemnity & Liability Co.	38318
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Williams Industrial Services, LLC
100 Crescent Centre Parkway, Suite 1240
Tucker GA 30084

GLOBA55

COVERAGES**CERTIFICATE NUMBER:** 129073634**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			1000090435201	9/15/2020	9/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000198870191	9/15/2020	9/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000095471201	9/15/2020	9/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000002884	9/15/2020	9/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The General Liability policy includes a Blanket Additional Insured Endorsement and Blanket Waiver of Subrogation Endorsement, for the Certificate Holder and Owner, as required by written contract, subject to policy terms, conditions and exclusions.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders as required by written contract, subject to policy terms, conditions and exclusions.

The Automobile Liability policy includes a Blanket Additional Insured Endorsement and Blanket Waiver of Subrogation Endorsement as required by written contract, subject to policy terms, conditions and exclusions.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Green Cove Springs
321 Walnut Street
Green Cove Springs FL 32043

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GLOBA55

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Williams Industrial Services, LLC 100 Crescent Centre Parkway, Suite 1240 Tucker GA 30084
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Worker's Compensation includes a Blanket Waiver of Subrogation Endorsement as required by written contract, subject to policy terms, conditions and exclusions.

Excess Liability policy follows form of all underlying policies.

SECTION 00814

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to City of Green Cove Springs, Florida
 by Matt Morgan, President
 [print individual's name and title]

for Williams Industrial Services, LLC
 [print name of entity submitting sworn statement]

whose business address is

591 Pickettville Road, Jacksonville, Florida 32220

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-0910406

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

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

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

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

Matt Mory
[signature]

Sworn to and subscribed before me this 18th day of February, 2021

Personally known X

Gretchen A Fordham

OR Produced identification _____

Notary Public - State of Florida

My commission expires January 16, 2024

Gretchen A Fordham
(Printed typed or stamped
commissioned name of notary public)



Form PUR 7068 (Rev. 04/10/92)

STANDARD ADDENDUM TO ALL CITY CONTRACTS AND AGREEMENTS

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

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

such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.

8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
9. ~~In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.~~
10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CITY OF GREEN COVE SPRINGS

CONTRACTOR

By: _____
Mayor

By: Matt Morgan
Matt Morgan, President

ATTEST:

By: _____
Erin West, City Clerk



EVIDENCE OF PROPERTY INSURANCE

DATE (3/ Item #8.

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

AGENCY Higginbotham Insurance Agency, Inc. 500 W. 13TH Fort Worth, TX 76102		PHONE (A/C, No, Ext): 817-336-2377		COMPANY Everest National Insurance Company P.O. Box 409872 Atlanta, GA 30384-9872	
FAX (A/C, No): 817-882-9284		E-MAIL ADDRESS: mlane@higginbotham.net			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #:					
INSURED Williams Industrial Services LLC 100 Crescent Centre Parkway Suite 1240 Tucker, GA 30084		LOAN NUMBER		POLICY NUMBER IM3CM00509-211	
		EFFECTIVE DATE 03/22/2021		EXPIRATION DATE 11/15/2022	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION Builders Risk - 1277 Harbor Road, Green Cove Springs, FL 32043
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD X SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Any One Loss or Occurrence	\$15,400,000	\$25,000
Earth Movement	\$15,400,000	\$50,000
Water Damage	\$15,400,000	\$100,000
Cold Testing	\$15,400,000	\$25,000
Fungus and Mold	\$25,000	\$25,000
Pollution Cleanup	\$25,000	\$25,000
Ordinance or Law (\$15,400,000 (A); \$250,000 (B); \$250,000 (C))		\$25,000
Wind	\$15,400,000	\$25,000
Named Windstorm	\$15,400,000	2% VARTOL / Min. \$100,000

REMARKS (Including Special Conditions)

- Project description – Expansion to a wastewater treatment facility
- Project # - 8905-56-1

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of Green Cove Springs, Florida 321 Walnut Street Green Cove Springs, FL 32043	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input type="checkbox"/>	LOSS PAYEE
	<input type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>			
	LOAN #					
	AUTHORIZED REPRESENTATIVE 					



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** March 16, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of Change Order #3 in the amount of \$119,950.00 for water main and sewer force main extension down Wilkes Point Road, and Change Order #4 for water main and sewer force main extension down County Road 315 to US 17 in the amount of \$49,100.00 to General Underground, under Bid Award LC 2020-06, Reynolds Water System Improvements in the amount of \$685,724.00 (Base Bid), Alternate #1 (water & sewer extension to MOBRO) in the amount of \$314,275.00, Change Order #1 (Cove Subdivision services replacement) in the amount of \$60,245, Change Order #2 (County Road 209 water / sewer extension) in the amount of \$400,000.00, Change Order #3 in the amount of \$119,950.00 and Change Order #4 in the amount of \$49,100.00 for a total amount of \$1,629,294.00. *Scott Schultz*

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On April 2, 2019 staff was directed to draft an RFP to secure a loan for the "Priority 1" immediate CIP projects. The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000 plus costs and fees related to the issuance of the loan.

On April 2, 2019, Council adopted Ordinance No. O-07-2019 authorizing the borrowing of up to \$18,000,000 for capital improvements to the City's water system. Staff was also directed to draft an RFP to secure a loan for the "Priority 1" immediate CIP projects. The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000 plus costs and fees related to the issuance of the loan.

During the May 21, 2019 meeting, Council authorized staff to award the loan for improvements to the City's water distribution system in Reynolds Park to Synovus Bank. Synovus Bank was chosen to finance the Water Utility Revenue Note, Series 2019 with a fixed 2.63% interest rate for 10 years without premium or prepayment penalty. This loan is secured solely by a pledge of the net revenues of the City's Water Utility System. The net revenues pledge for the Water Utility Revenue Note, Series 2019 will be obligated for the ten year term of the loan. The maturity date for this loan is April 1, 2029.

A formal bid was conducted by city staff and Mittauer for the Reynolds Water System Improvements. Included as an alternate was the extension of water & sewer services to MOBRO which came up at the end of the design and was added.

City staff and the engineer of record have reviewed the received bids and certified General Underground as the qualified bidder.

Through value engineering and project optimization the total amount for the Reynolds improvements was \$684,724.00, far below the \$1,350,000.00 estimate. This enabled staff to include financing for the extension of water services to and across the MOBRO property to them water. MOBRO will be contributing approximately \$150,000.00 of the \$314,275.00 cost of the extension for water and sewer services. The system has been sized for future expansion east on State Road 16.

City Council approved Bid Award LC 2020-06, Reynolds Water System Improvements in the amount of \$685,724.00 (Base Bid), and Alternate #1 (water & sewer extension to MOBRO) in the amount of \$314,275.00 for a total amount of \$1,000,449.00 to General Underground on 5/19/2020.

As General Underground is already mobilized, has demonstrated to be cost effective and produce quality work, has established unit prices, and the subject projects have a short timeline, the following change orders have been implemented, or are being requested.

On 7/7/2020 Council approved Change Order #1 (Cove Subdivision services replacement) in the amount of \$60,245.

On 12/8/2020 Council approved Change Order #2 (County Road 209 water / sewer extension) in the amount of \$400,000.00

This request is for Change Order #3 in the amount of \$119,950.00 for water main and sewer force main extension down Wilkes Point Road, and Change Order #4 for water main and sewer force main extension down County Road 315 to US 17 in the amount of \$49,100.00.

FISCAL IMPACT

\$169,050.00 to be split between the Water and Sewer Funds, as applicable.

RECOMMENDATION

Approve Change Order #3 in the amount of \$119,950.00 for water main and sewer force main extension down Wilkes Point Road, and Change Order #4 for water main and sewer force main extension down County Road 315 to US 17 in the amount of \$49,100.00 to General Underground.

CITY OF GREEN COVE SPRINGS					
3248 US Highway 17 (CR 315 / US 17)					
CR 315	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00
2	6" HDPE	1	LS	\$ 12,000.00	\$ 12,000.00
3	6" Gate Valve	2	EA	\$ 1,350.00	\$ 2,700.00
4	Tie In 6" FPVC WM to Existing 8" WM	1	EA	\$ 4,000.00	\$ 4,000.00
5	Pressure Testing & Bacteria Testing	1	LS	\$ 2,500.00	\$ 2,500.00
6	2" Force Main	1	LS	\$ 7,500.00	\$ 7,500.00
7	2" Gate Valve	2	EA	\$ 1,200.00	\$ 2,400.00
8	2" Tapping Sleeve	1	EA	\$ 2,500.00	\$ 2,500.00
9	2" Pressure Test	1	LS	\$ 2,500.00	\$ 2,500.00
10	Restoration	1	LS	\$ 5,500.00	\$ 5,500.00
11	Demobilization	1	LS	\$ 3,000.00	\$ 3,000.00
				Total	\$ 49,100.00

CITY OF GREEN COVE SPRINGS					
3248 US Highway 17 (CR 315 / US 17)					
CR 315	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00
2	6" HDPE	1	LS	\$ 12,000.00	\$ 12,000.00
3	6" Gate Valve	2	EA	\$ 1,350.00	\$ 2,700.00
4	Tie In 6" FPVC WM to Existing 8" WM	1	EA	\$ 4,000.00	\$ 4,000.00
5	Pressure Testing & Bacteria Testing	1	LS	\$ 2,500.00	\$ 2,500.00
6	2" Force Main	1	LS	\$ 7,500.00	\$ 7,500.00
7	2" Gate Valve	2	EA	\$ 1,200.00	\$ 2,400.00
8	2" Tapping Sleeve	1	EA	\$ 2,500.00	\$ 2,500.00
9	2" Pressure Test	1	LS	\$ 2,500.00	\$ 2,500.00
10	Restoration	1	LS	\$ 5,500.00	\$ 5,500.00
11	Demobilization	1	LS	\$ 3,000.00	\$ 3,000.00
				Total	\$ 49,100.00

**CITY OF GREEN COVE SPRINGS
SCIOTO CT SEWER REPAIR**

Scioto Ct	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00
2	Dewatering	1	LS	\$ 7,500.00	\$ 7,500.00
3	Place 8" SDR 26 Gravity Sewer	220	LF	\$ 60.00	\$ 13,200.00
4	Core Downstream MH	1	EA	\$ 2,000.00	\$ 2,000.00
5	Adjust MH Lid	1	LS	\$ 3,000.00	\$ 3,000.00
6	TV Inspection of New Main	1	LS	\$ 2,500.00	\$ 2,500.00
7	Sewer Bypass Pumping	1	LS	\$ 6,500.00	\$ 6,500.00
8	Install Roadbase & Testing	750	SQFT	\$ 6.00	\$ 4,500.00
9	Mill & Pave 1" Lift	1000	Sqyd	\$ 25.00	\$ 25,000.00
10	Restoration	1	LS	\$ 5,500.00	\$ 5,500.00
11	Demob	1	LS	\$ 3,000.00	\$ 3,000.00
				Total	\$ 77,200.00

Alt. 1

CITY OF GREEN COVE SPRINGS				
WILKES POINT ROAD				
Item No.	Item DESCRIPTION	Estimated Quantity	Unit	Unit Price
1	Mobilization	1	LS	\$ 7,500.00
2	3" TAPPING SLEEVE and VALVE (WATER)	1	EA	\$ 3,500.00
3	3" TAPPING SLEEVE and VALVE (SEWER)	1	EA	\$ 3,500.00
4	3" Water Main	1,300	LF	\$ 27.50
5	3" GATE VALVE (Water)	1	EA	\$ 1,250.00
7	2" BLOW OFF ASSEMBLY MANUAL (WATER)	1	EA	\$ 3,000.00
8	3" FORCE MAIN	1300	LF	\$ 27.50
9	3" GATE VALVE (Sewer)	1	EA	\$ 1,300.00
10	2" BLOW OFF ASSEMBLY MANUAL (SEWER)	1	EA	\$ 3,000.00
11	RESTORATION	1	LS	\$ 10,900.00
12	AS-BUILTS SURVEYOR	1	LS	\$ 7,000.00
13	DEMOBILIZATION	1	LS	\$ 7,500.00
				TOTAL

Total
\$ 7,500.00
\$ 3,500.00
\$ 3,500.00
\$ 35,750.00
\$ 1,250.00
\$ 3,000.00
\$ 35,750.00
\$ 1,300.00
\$ 3,000.00
\$ 10,900.00
\$ 7,000.00
\$ 7,500.00
\$ 119,950.00



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session

MEETING DATE: March 16, 2021

FROM: Mike Null

SUBJECT: Approval of Pay Application #1 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$227,171.99, leaving a balance of \$651,914.01 in contract number LC 2020-17 in the total amount of \$879,086. *Andy Yeager*

BACKGROUND

At the December 8, 2020 City Council meeting, Council awarded ITB LC 2020-17 to perform construction work at the Chapman Substation to Terry's Electric in the amount of \$879,086.00.

Terry's Electric has submitted Pay Application # 1 in the amount of \$227,171.99 for payment. The City's Engineer, Patterson & Dewar, as well as city staff have reviewed the pay application and find it to be complete and recommend approval for payment.

FISCAL IMPACT

The funds for the construction project in the amount of \$879,086.00 are in the Electric Department's FY 2021 capital project fund.

RECOMMENDATION

Approve Pay Application #1 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$227,171.99, leaving a balance of \$651,914.01 in contract number LC 2020-17 in the total amount of \$879,086.



1531 Hunt Club Blvd, Suite 200
Gallatin, TN 37066

(615) 527-7084
pdengineers.com

March 10, 2021

Mr. Mike Null
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

**Subject: Chapman Substation & SCADA Installation, Construction Contract LC 2020-17
Terry's Electric – Application for Payment No. 1**

Mr. Null,

Enclosed is the Contractor's first invoice for the subject project. We have reviewed the invoice and recommend payment as follows:

Original Contract Amount	\$ 879,086.00
Total Amount Due to Date	\$ 252,413.32
Less Retainage (10%)	\$ (25,241.33)
Net Amount Due to Date	\$ 227,171.99
Less Previously Recommended Payments	\$ -
Net Amount Due this Application	\$ 227,171.99
Balance Remaining	\$ 651,914.01

Please forward payment directly to the address noted on the invoice. If you have any questions or comments, please feel free to call me at (615) 527-7077.

Sincerely,

Patterson & Dewar Engineers, Inc.

A handwritten signature in black ink that reads "P. Anthony Hanson".

P. Anthony Hanson, P.E.
Principal Engineer
ahanson@pdengineers.com

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): City of Green Cove Springs
 321 Walnut St
 Green Cove Springs, FL 32043

PROJECT: Chapman Sub
 600 N Thacker Ave
 Kissimmee, FL 34741

APPLICATION NO: 1
PERIOD TO: 1/31/2021

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR
 _ SUBCONTRACTOR

FROM Terrys Electric Inc
(SUBCONTRACTOR): 600 N Thacker Ave Ste A
 Kissimmee, FL 34741-4800

VIA (ARCHITECT):

**ARCHITECT'S
 PROJECT NO:**

CONTRACT FOR: 8193 Chapman PO#2722725

CONTRACT DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 879,086.00

2. Net Change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 879,086.00

4. TOTAL COMPLETED AND STORED TO DATE \$ 252,413.32

5. RETAINAGE:

a. 10.00 % of Completed Work \$ 25,241.33

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 25,241.33

6. TOTAL EARNED LESS RETAINAGE \$ 227,171.99
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 227,171.99

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 651,914.01

The Undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the owner or contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: Terrys Electric Inc

600 N Thacker Ave Ste A
 Kissimmee, FL 34741-4800

By:

DocuSigned by
 Pat Murphy
 0000A5F08348401

State of:

County of:

Subscribed and Sworn to before me this

KARRIE V JONES
 Notary Public - State of Florida
 Commission # GG 985936
 My Comm. Expires May 10, 2024
 Bonded through National Notary Assn.

Day of March 2021

Notary Public:

My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 227,171.99

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

P. Anthony Henson

Date:

3/10/2021

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner or Contractor	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

AIA Type Document
Application and Certification for Payment

Item #10.

Page 2 of 2

TO (OWNER): City of Green Cove Springs
 321 Walnut St
 Green Cove Springs, FL 32043

PROJECT: Chapman Sub
 600 N Thacker Ave
 Kissimmee, FL 34741

APPLICATION NO: 1
PERIOD TO: 1/31/2021

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR
 _ SUBCONTRACTOR

FROM Terrys Electric Inc
(SUBCONTRACTOR): 600 N Thacker Ave Ste A
 Kissimmee, FL 34741-4800

VIA (ARCHITECT):

**ARCHITECT'S
 PROJECT NO:**

CONTRACT FOR: 8193 Chapman PO#2722725

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
Job Expense									
1	Mobilization	35,000.00	0.00	35,000.00	0.00	35,000.00	100.00	0.00	3,500.00
2	Foundations / Pilings	228,086.00	0.00	141,413.32	0.00	141,413.32	62.00	86,672.68	14,141.33
3	Conduits / Cable Trench	130,000.00	0.00	45,500.00	0.00	45,500.00	35.00	84,500.00	4,550.00
4	Grounding	75,000.00	0.00	22,500.00	0.00	22,500.00	30.00	52,500.00	2,250.00
5	Structures	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00	0.00
6	Equipment	85,000.00	0.00	0.00	0.00	0.00	0.00	85,000.00	0.00
7	Bus System	95,000.00	0.00	0.00	0.00	0.00	0.00	95,000.00	0.00
8	Control Enclosure	70,000.00	0.00	0.00	0.00	0.00	0.00	70,000.00	0.00
9	Control Cable / Terms	88,000.00	0.00	0.00	0.00	0.00	0.00	88,000.00	0.00
10	Bond	8,000.00	0.00	8,000.00	0.00	8,000.00	100.00	0.00	800.00
REPORT TOTALS		\$879,086.00	\$0.00	\$252,413.32	\$0.00	\$252,413.32	28.71	\$626,672.68	\$25,241.33

PARTIAL RELEASE OF CLAIM OF LIEN

Project: Chapman Substation	Date of Contract: 12/14/2020
Contract: Substation Construction	Owner: City of Green Cove Springs
Contractor: Terry's Electric	Purchase Order No.: 2722725

The undersigned lienor, in consideration of payment in the amount of \$ 879,086
(total contract), hereby partially releases its claim of lien for labor, services, or materials
furnished on the above-mentioned project.

The undersigned lienor acknowledges previous receipt of \$ 0.00 and is
executing this waiver and release in exchange for a check or checks in the additional
amount of \$ 227,171.99. This partial release of claim of lien expressly and
totally is conditioned on receipt of the check or checks and the collection of
the funds in the amount of \$ 227,171.99

There remains unpaid \$ 651,914.01

Lienor: **TERRY'S ELECTRIC**

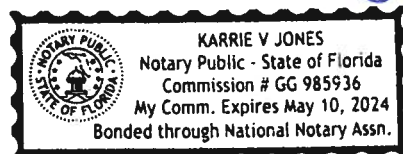
Signed Pat Murphy
Name Pat Murphy
Title COO
Date Signed 3/8/21

STATE OF FLORIDA

COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,
on March 8th, 2021, by Pat Murphy (name of person making statement).

(NOTARY SEAL)



Karrie V Jones
(Signature of Notary Public-State of Florida)
Karrie V Jones
(Name of Notary Typed, Printed, or Stamped)



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** March 16, 2021
FROM: Michael Daniels, AICP, Planning & Zoning Director
SUBJECT: Pinewood Court Estates Replat

PROPERTY DESCRIPTION

APPLICANT: Joe Wiggins, Wiggins Construction **OWNER:** Wiggins Investment of North Florida, Inc.
 Company of North Florida Inc.

PROPERTY LOCATION: Pinewood Court

PARCEL NUMBER: 016838-000-00

FILE NUMBER: 202100102

CURRENT ZONING: R-3 – Multifamily

FUTURE LAND USE DESIGNATION: Residential High Density

BACKGROUND

Joe Wiggins with Wiggins Construction Company of N. Florida, Inc. has submitted a subdivision replat application (#202100102) for a replat of part of Lot D, Block 105 of the Palmer and Ferris Tract. This plat would create 12 townhome units. The project was approved initially as a site plan for 12 townhome units in 2018. The replat has been reviewed by City staff and on the City's behalf, by CHW for compliance with Chapter 177, Florida Statutes. Attachments include: the plat, a boundary survey, the title opinion, and the application.

This replat will enable 12 lots in the Core City to be developed as attached townhomes. This in-fill development will add to the City's tax base in an area where City services are already provided.

STAFF RECOMMENDATION

Staff recommends approval of the Pinewood Court Estates Replat and authorization for the Mayor to sign the plat.

MOTION: To approve case #: 202100102, the Pinewood Court Estates Replat and authorize the Mayor to sign the plat.

Pinewood Court Estates

Zoning R-3
Acres 1.04
Lots 12

S U R V E Y O R
Eliand Associates, Inc.
615 Blanding Boulevard
Orange Park, FL

PLAT BOOK PAGE

SHEET 1 OF 2 SHEETS

A replat of part of Lot 'D', Block 105, Palmer and Ferris Tract
Section 38, Township 6 South, Range 26 East, City of Green Cove Springs, Clay County, Florida

Electric service provided by the City of Green Cove Springs
Water and Sewer service provided by the City of Green Cove Springs

CAPTION, Parcel No. 38-06-26-016838-000-00

Being a replat of part of Lot "D", Block 105, Palmer and Ferris Tract, Green Cove Springs, Clay County, Florida, according to plat thereof recorded in Plat Book 2, page 1 of the public records of said county, said part of Lot "D" being more particularly described as follows:

Commence at the northeast corner of Lot "K" of said Block 105, thence on the westerly line of Oakridge Avenue run South 17 degrees 30 minutes 00 seconds East, 221.00 feet to the southerly line of Pinewood Court; thence on said southerly line, South 65 degrees 30 minutes East, 134.00 feet to the point of beginning; thence South 17 degrees 30 minutes East, 192.44 feet; thence South 72 degrees 36 minutes 00 seconds West, 236.00 feet; thence North 17 degrees 30 minutes 00 seconds West, 192.44 feet to said southerly line of Pinewood Court; thence on said southerly line, North 72 degrees 36 minutes 00 seconds East, 236.00 feet to the point of beginning.

ADOPTION AND DEDICATION

This is to certify that Wiggins Investments of North Florida, Inc., is the lawful owner of the property described in the caption hereon, known as Pinewood Court Estates and that it has caused the same to be surveyed and subdivided and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said Pinewood Court Estates.

Tract "A" and "B" are hereby dedicated to the Pinehill Point Homeowners Association, it heirs and/or assigns.

In witness whereof Wiggins Investments of North Florida, Inc. has caused these presents to be signed by its president this ____ day of _____, 2021.

Wiggins Investments of North Florida, Inc.

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

The City of Green Cove Springs City Council hereby approves this final plat of Pinewood Court Estates this ____ day of _____, 2021.

Clerk of the City of Green Cove Springs

Mayor of the City of Green Cove Springs

CERTIFICATE OF APPROVAL BY THE CITY ATTORNEY

The City of Green Cove Springs City Attorney hereby approves this final plat of Pinewood Court Estates this ____ day of _____, 2021.

City Attorney

STATE OF FLORIDA

The foregoing instrument was acknowledged before me by means of ☐ personal identification or ☐ online notarization this ____ day of _____, 2021, by Bryant Wiggins, President of Wiggins Investments of North Florida, Inc. He is personally known to me or has presented his _____ as identification.

Notary Public, State of Florida



CLERK'S CERTIFICATE

I certify that this plat was filed for recording on this ____ day of _____, 2021, in Plat Book _____, Pages _____ through _____ of the public records of Clay County, Florida.

Clerk of the Circuit Court

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a correct representation of the lands surveyed, platted and described hereon, that Permanent Reference Monuments have been placed as shown on said plat in accordance with Chapter 177, Part 1, Florida Statutes, as amended, and that Permanent Control Points will be set as shown in accordance with said laws, that said survey was made under my responsible direction and supervision and that the survey data shown on said plat complies with all the requirements of said Chapter. Signed this ____ day of _____, 2021.

Harold T. Eliand

Harold T. Eliand
Florida Cert. No. 2518
Eliand and Associates, Inc., LB 1381
615 Blanding Boulevard
Orange Park, Florida 32067-1000

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has been retained by the City of Green Cove Springs, Florida, to review this plat on behalf of the City of Green Cove Springs, in accordance with the requirements of Section 177.08(1), Florida Statutes (1998), and has determined that said plat conforms with the requirements of Chapter 177, Part 1, Florida Statutes.

The undersigned did not prepare this plat.
This certificate is made as of the ____ day of _____, 2021.

Martin G. Dardis

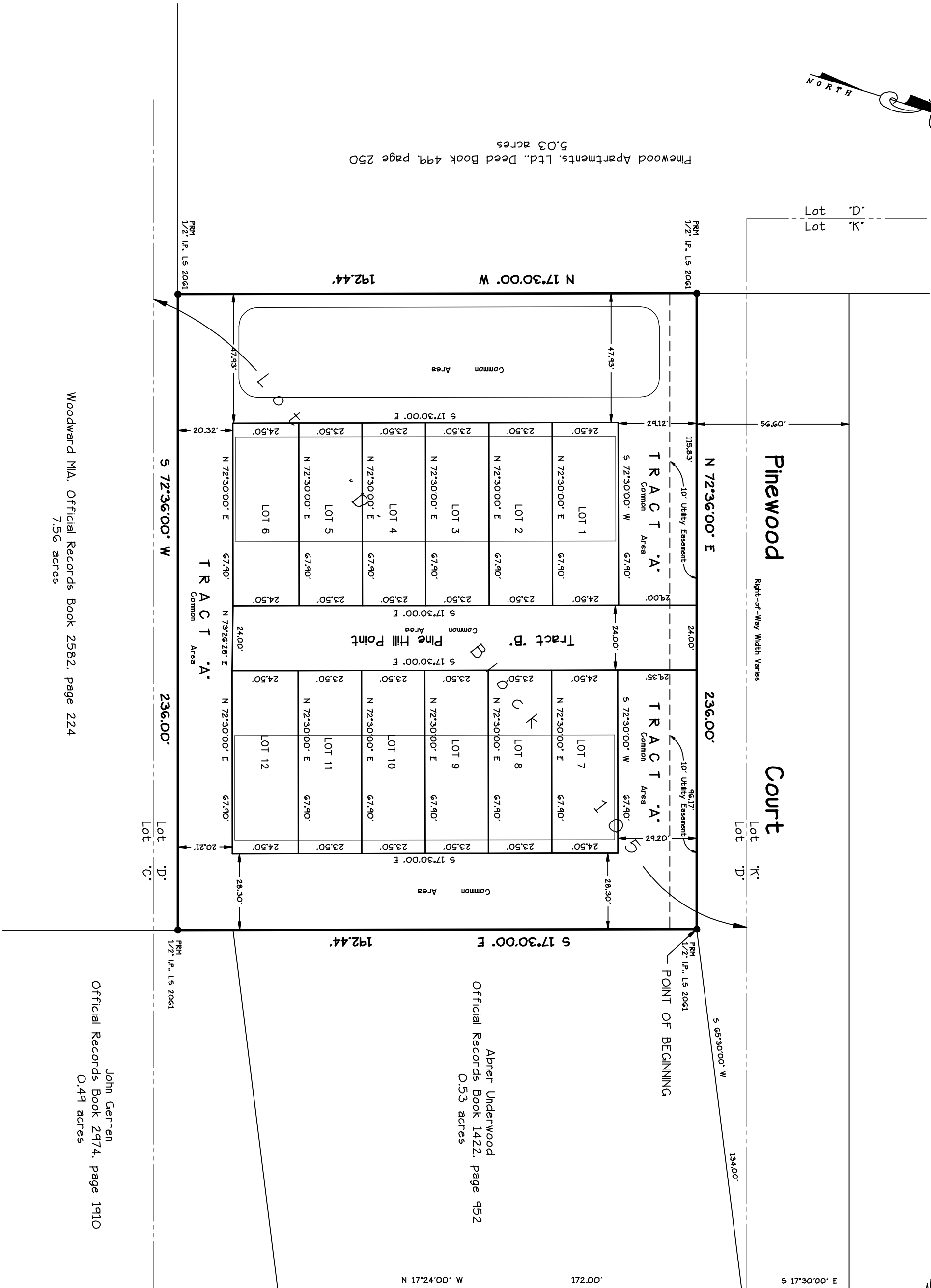
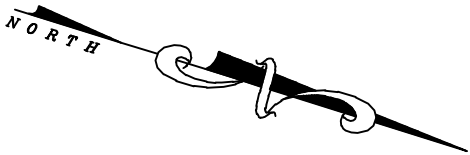
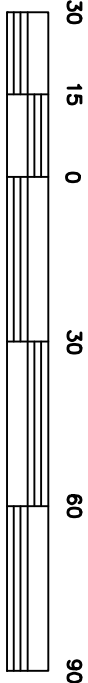
Martin G. Dardis
Florida Registration No 5097
CHW, Inc.
11801 Research Drive
Altachua, Florida 32615
Licensed Business Number LB 5075

Pinewood Court Estates

A replat of a part of Lot D, Block 105, Palmer and Ferris Tract
Section 38, Township 6 South, Range 26 East, City of Green Cove Springs, Clay County, Florida

Zoning R-3
Acres 1.04
Lots 12

POINT OF COMMENCEMENT
Northeast corner of Lot "K"



Woodward MA, Official Records Book 2562, page 224
7.56 acres

John Gerren
Official Records Book 2574, page 1910
0.49 acres

Abner Underwood
Official Records Book 1422, page 952
0.53 acres

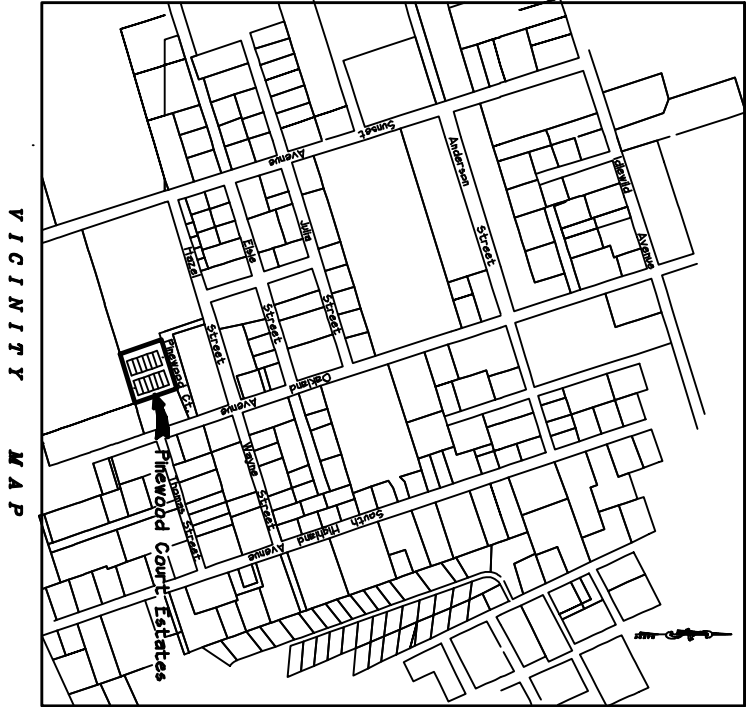
PLAT BOOK PAGE

SHEET 2 OF 2 SHEETS

O W F E R
Wiggins Investments of North Florida, Inc.
41 Democratic Road, Suite 119
Green Cove Springs, Florida 32043

S U P E R O R
Eland & Associates, Inc.
615 Blanding Boulevard
Orange Park, FL

Electric service provided by the City of Green Cove Springs
Water and Sewer service provided by the City of Green Cove Springs



BUILDING SETBACK LINES

Front 20 Feet
Side 7.5 Feet
Rear 10 Feet

GENERAL NOTES

Bearings shown hereon are based on the record bearing of N 72°36'00" E for the south line of Pinewood Court.
According to Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 12016C-0271E, Dated March 11, 2014, the property shown herein is situated in Zone "X".

- Denotes 1/2" Iron Pipe PRM, LS 2061
- ▣ Denotes 4"x4" Concrete Monument LB 1381
- Denotes 1/2" Iron Pipe, LB 1381

LEGEND

LD = Identification
LB = Licensed Business
LS = Licensed Surveyor
N = Nuisance
PRM = Permanent Reference Monument

All lot corners will be marked by 1/2" Iron Pipes, LB 1381
prior to the transfer of any lot.

Notice:
This plat, as recorded in its graphic form, is the official depiction of the subdivided land described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Eland & Associates, Inc., LB 1381
LAND SURVEYORS and MAPPERS
615 Blanding Blvd. Orange Park, FL
TELEPHONE (904) 272-1000

POINT OF COMMENCEMENT
Northwest corner of Lot "K"

MAP SHOWING BOUNDARY SURVEY OF

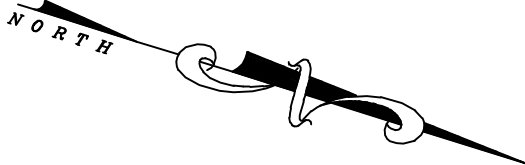
A parcel of land situated in Lot "D", Block 105, Palmer and Ferris Tract, Green Cove Springs, Clay County, Florida, according to plat thereof recorded in Plat Book 2, page 1 of the public records of said county, said part of Lot "D" being more particularly described as follows:

Commence at the northeast corner of Lot "K" of said Block 105; thence on the westerly line of Oakridge Avenue run South 17 degrees 30 minutes 00 seconds East, 221.00 feet to the southerly line of Pinewood Court; thence on said southerly line, South 65 degrees 30 minutes 00 seconds West, 134.00 feet to the point of beginning; thence South 17 degrees 30 minutes 00 seconds East, 192.44 feet; thence South 72 degrees 36 minutes 00 seconds West, 236.00 feet; thence North 17 degrees 30 minutes 00 seconds East, 192.44 feet to said southerly line of Pinewood Court; thence on said southerly line, North 72 degrees 36 minutes 00 seconds East, 236.00 feet to the point of beginning.

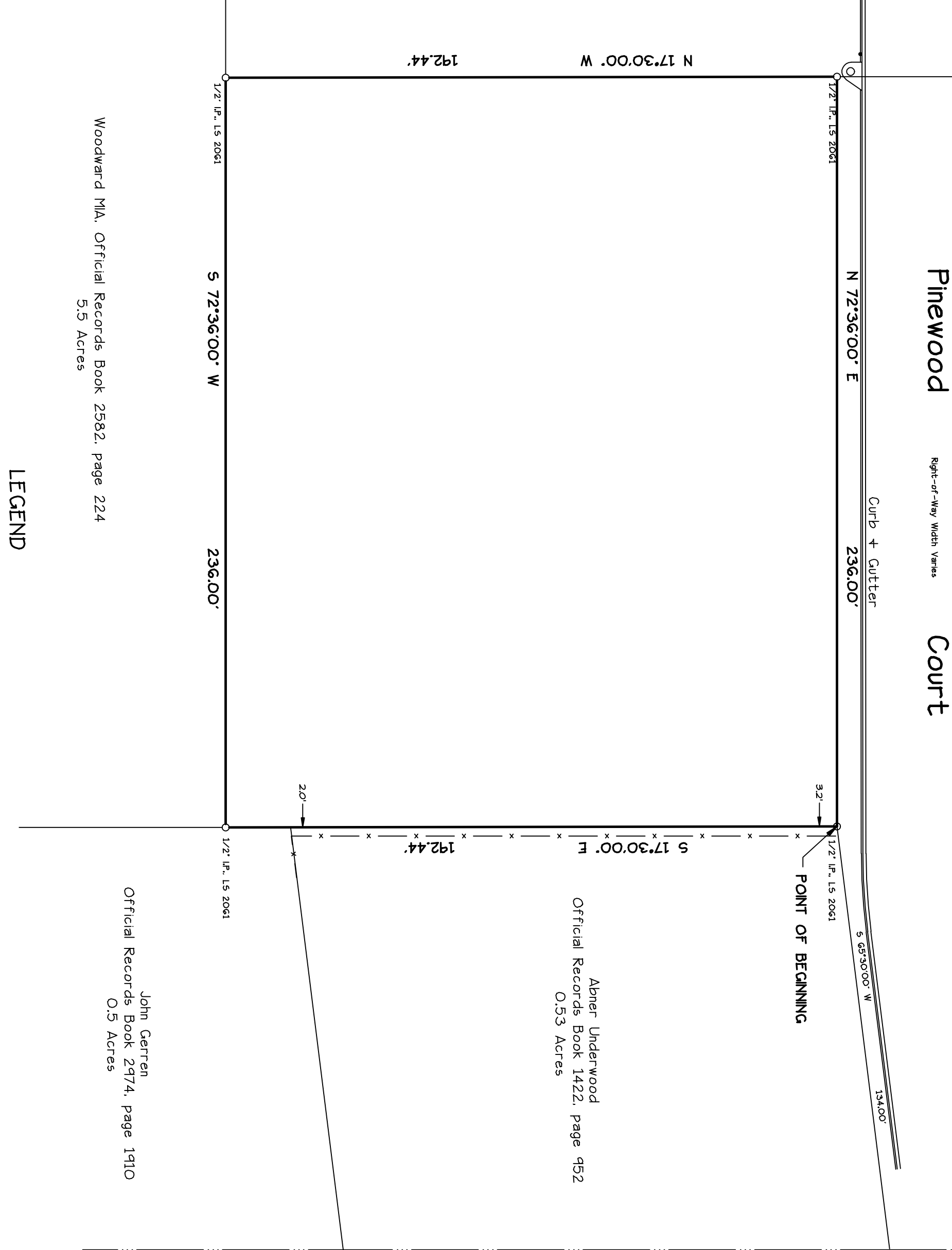
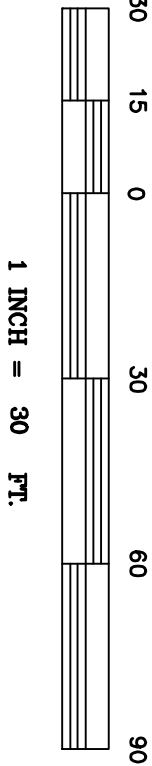
For: Milgins Construction Company of North Florida, Inc.

Scale 1" = 30'

Date of survey, June 9, 2017



Pinewood Apartments, Ltd., Deed Book 499, page 250
5.0 Acres



GENERAL NOTES

1. Bearings shown hereon are based on the record bearing of S 17°30'00" E for the west line of Oakridge Avenue.
2. This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This survey depicts visible improvements only, no underground improvements or footings were located.

LEGEND

- Found 4"x4" Concrete Monument
- Found Iron Pipe 1/2", (LB 29335)
- Set 1/2" Iron Pipe (LB 13815)
- Fence
- Powerline/Pole and Anchor
- Telephone Line
- Cable T/V Line
- Concrete Air Conditioner Pad
- Concrete Elec. Transformer Pad

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

Abbreviations
AC Air Conditioner
BRL Building Restriction Line
E Easement
FM Field Measurements
P From Pipe
ORB Official Records Book

Oakridge Avenue

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

Harold T. Eiland

Harold T. Eiland
License No. LS 2518
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1361
615 Blanding Boulevard
Orange Park, Florida 32065
Telephone 904-272-1000

Realty Title, Inc.
35 Knight Boxx Rd., Suite 2
Orange Park, FL 32065
Ph (904) 644-7752 / Fx (904) 644-7714

Report of Ownership and Encumbrance(s)
February 10, 2021

Property searched: that property located at Pinewood Court, Green Cove Springs, Florida, described as a portion of Lot D, Block 105, PALMER AND FERRIS TRACT, being more particularly described in the Deed recorded in Official Records Book 4189, Page 71, of the Public Records of Clay County, Florida, and attached as Exhibit "A" hereto and by this reference made a part hereof

Last Deed of record: deed executed by Stanley H. Bishop, Sr. and Stanley H. Bishop, Jr. to **Wiggins Investments of North Florida, Inc.** dated May 3, 2019 and recorded May 7, 2019 in OR Book 4189, Page 4189 of the Public Records of Clay County, Florida.

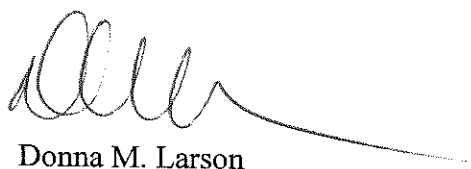
Outstanding Mortgages/Liens of record: Mortgage executed by authorized signatory of Wiggins Investments of North Florida, Inc., and in favor of Stanley H. Bishop, Sr and Stanley H. Bishop, Jr., dated May 3, 2019 and recorded May 7, 2019, in Official Records Book 4189, Page 73, of the Public Records of Clay County, Florida, securing the original principal sum of \$30,000.00.

OTHER notable documentation:

Any matters that may appear on the plat of Palm and Ferris Tract, according to Plat Book 2, Page 1, of the Public Records of Clay County, Florida.

The 2020 RE Taxes associated with parcel #380626-016838-000-00, are due in the gross amount of \$563.82 by March 31, 2021, with an assessed value of \$31,200.00, with no exemptions given.

This report is not a report of a full title search for title insurance purposes, nor should it be used for litigation reasons. This is not an opinion of title by the searcher, and searcher retains no liability for other documentation of record.



Donna M. Larson
Florida Licensed Title Agent
Realty Title, Inc.

CFN # 2019023082, OR BK: 4189 PG: 71, Pages 1 / 2, Recorded 5/7/2019 11:42 AM, Doc: D
 TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: \$18.50 Doc D: \$350.00
 Deputy Clerk WESTA

Exhibit "A" to O+E Report

Prepared by and record and return to:

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

File Number: 10614

General Warranty Deed

Made May 3, 2019 A.D. By **Stanley H. Bishop, Sr., and Stanley H. Bishop, Jr.**, whose address is: 8273 Seven Mile Dr., Ponte Vedra Beach, Florida 32082, hereinafter called the grantor, to **Wiggins Investments of North Florida, Inc.**, whose post office address is: 91 Branscomb Road, Suite 17, Green Cove Springs, Florida 32043, hereinafter called the grantee:

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

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

That Certain Piece, Parcel or Tract of land situate, lying and being in the County of Clay, State of Florida, to wit:

A Parcel of land situated in Green Cove Springs, Clay County, Florida and consisting of:

A portion of Lot "D", Block 105, Palmer and Ferris Tract according to Plat Book 2, Page 1 of the Public Records of said County; also consisting of all of Blocks 1, 2, 3, 4, 5 and 6, all of Ada Street, Abbot Street and Helen Street and a portion of Lots 1, 3, 5 and 7, Block 7, a portion of Lots 1, 3, 5 and 7, Block 8, also a portion of Andres Jackson Street, all in Golden Gate Manor according to Plat Book 2, Page 59 of said records, said Parcel being more particularly described as follows:

Commence at the Northeast corner of Lot "K" of said Block 105; thence on the Westerly line of Oakridge Avenue run South 17 degrees 30 minutes 00 seconds East 221.00 feet; thence South 65 degrees 30 minutes 00 seconds West 134.00 feet to the Point of Beginning; thence South 17 degrees 30 minutes 00 seconds East 644.00 feet; thence South 72 degrees 30 minutes 00 seconds West 774.00 feet; thence North 17 degrees 30 minutes 00 seconds West 452.98 feet; thence North 72 degrees 36 minutes 00 seconds East 538.00 feet; thence North 17 degrees 30 minutes 00 seconds West 192.44 feet; thence North 72 degrees 36 minutes 00 seconds East 236.00 feet to said Point of Beginning.

AND

Less and Except

A Parcel of land situated in Green Cove Springs, Clay County, Florida and consisting of:

A portion of Lot "D", Block 105, Palmer and Ferris Tract according to Plat Book 2, Page 1 of the Public Records of said County; also consisting of all of Blocks 1, 2, 3, 4, 5 and 6, all of Ada Street, Abbot Street and Helen Street and a portion of Lots 1, 3, 5 and 7, Block 7, a portion of Lots 1, 3, 5 and 7, Block 8, also a portion of Andrew Jackson Street, all in Golden Gate Manor according to Plat Book 2, Page 59 of said records, said Parcel being more particularly described as follows:

Commence at the Northeast corner of Lot "K" of said Block 105; thence on the Westerly line of Oakridge Avenue run South 17 degrees 30 minutes 00 seconds East 221.00 feet; thence South 65 degrees 30 minutes 00 seconds West 134.00 feet; thence South 17 degrees 30 minutes 00 seconds East 192.44 feet to the Point of Beginning; thence South 17 degrees 30 minutes 00 seconds East 451.56 feet; thence South 72 degrees 30 minutes 00 seconds West 774.00 feet; thence North 17 degrees 30 minutes 00 seconds West 452.98 feet; thence North 72 degrees 36 minutes 00 seconds East 774 feet to said Point of Beginning.

BK: 4189 PG: 72

Prepared by and record and return to:

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

File Number: 10614

Parcel ID Number: 380626-016838-000-00

Property conveyed herein is vacant land and not the physical residence or constitutional homestead of either Grantor.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

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

Signed, sealed and delivered in our presence:

Cassandra M. English
Witness Printed Name Cassandra M. English

Nolan W. Warrchuck
Witness Printed Name Nolan W. Warrchuck

Stanley H. Bishop, Sr. (Seal)
Address: 8273 Seven Mile Dr., Ponte Vedra Beach, Florida 32082

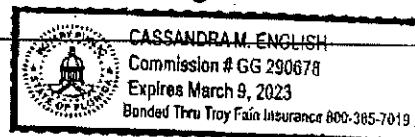
Stanley H. Bishop, Jr. (Seal)
Address:

State of FLORIDA
County of St. Johns

The foregoing instrument was acknowledged before me this 3 day of May, 2019, by Stanley H. Bishop, Sr., and Stanley H. Bishop, Jr., who is/are personally known to me or who has produced Valid FL DL as identification.

Notary Public
Print Name: Cassandra M. English

My Commission Expires:



2/10/2021

Clay County Tax Collector

Clay County Tax Collector

generated on 2/10/2021 10:07:02 AM EST

Tax Record

Last Update: 2/10/2021 10:07:03 AM EST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number		Tax Type		Tax Year	
380626-016838-000-00		REAL ESTATE		2020	
Mailing Address		Property Address			
WIGGINS INVESTMENTS OF NORTH FLORIDA INC 91 BRANSCOMB RD STE 17 GREEN COVE SPRINGS FL 32043		PINWOOD GREEN COVE SPRI GEO Number 260638-016838-000-00			
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code		Escrow Code	
NO EXEMPTIONS		002			
Legal Description (click for full description)					
PT OF LOT D BLK 105 PALMER & F ERRIS TRACT AS REC O R 4189 PG 71					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
CLAY COUNTY BOCC					
COUNTY SERVICES	5.3021	31,200	0	\$31,200	\$165.43
FIRE CONTROL MSTU-8	0.5048	31,200	0	\$31,200	\$15.75
CLAY COUNTY SCHOOL DISTRICT					
SCHOOL LOCAL EFFORT	3.6410	31,200	0	\$31,200	\$113.60
SCHOOL DISCRETIONARY	0.7480	31,200	0	\$31,200	\$23.34
SCHOOL CAP OUTLAY	1.5000	31,200	0	\$31,200	\$46.80
SCHOOL DISCRET VOTED	1.0000	31,200	0	\$31,200	\$31.20
ST JOHNS RIVER MANAGEMENT DIST	0.2287	31,200	0	\$31,200	\$7.14
CITY OF GREEN COVE SPRINGS	3.8000	31,200	0	\$31,200	\$118.56
Total Millage		16.7246	Total Taxes		\$521.82
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
GSWS	GREEN COVE STORMWATER SERVICE				\$42.00
Total Assessments					\$42.00
Taxes & Assessments					\$563.82
If Paid By					Amount Due
11/30/2020					\$541.27
12/31/2020					\$546.91

2/10/2021

Clay County Tax Collector

1/31/2021	\$552.54
2/28/2021	\$558.18
3/31/2021	\$563.82

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

[Click Here To Pay Now](#)

2/10/2021

Landmark Web Official Records Search

CFN # 2019023083, OR BK: 4189 PG: 73, Pages1 / 5, Recorded 5/7/2019 11:42 AM, Doc: M
TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: \$44.00 Doc M: \$105.00 ITax: \$60.00
Deputy Clerk WESTA

Prepared By and Record and Return To:
Realty Title, Inc.
35 Knight Boxx Road, #2
Orange Park, Florida 32065

MORTGAGE

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL
BALANCE DUE UPON MATURITY IS \$26,611.71, TOGETHER WITH ACCRUED INTEREST,
IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS
MORTGAGE.

This Mortgage ("Security Instrument") is given 05/03/2019. The Mortgagor is Wiggins Investments
of North Florida, Inc. whose address is 91 Branscomb Road, Suite 17, Green Cove Springs, Florida 32043,
hereinafter called the Borrower. This Security Instrument is given to Stanley H. Bishop, Sr. and Stanley H.
Bishop, Jr. whose address is 8273 Seven Mile Dr., Ponte Vedra Beach, Florida 32082, hereinafter called the
Lender. Borrower owes Lender the principal sum of Thirty Thousand dollars & no cents, (U.S. \$30,000.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), a true and
correct copy of which is attached and made a part hereof. If not paid earlier, this debt is due and payable on
February 3, 2020.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with
interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to
Lender the following described property located in Clay County, :

That Certain Piece, Parcel or Tract of land situate, lying and being in the County of Clay, State of Florida,
to wit:

A Parcel of land situated in Green Cove Springs, Clay County, Florida and consisting of:

A portion of Lot "D", Block 105, Palmer and Ferris Tract according to Plat Book 2, Page 1 of the Public
Records of said County; also consisting of all of Blocks 1, 2, 3, 4, 5 and 6, all of Ada Street, Abbot Street and Helen
Street and a portion of Lots 1, 3, 5 and 7, Block 7, a portion of Lots 1, 3, 5 and 7, Block 8, also a portion of Andres
Jackson Street, all in Golden Gate Manor according to Plat Book 2, Page 59 of said records, said Parcel being more
particularly described as follows:

Commence at the Northeast corner of Lot "K" of said Block 105; thence on the Westerly line of Oakridge
Avenue run South 17 degrees 30 minutes 00 seconds East 221.00 feet; thence South 65 degrees 30 minutes 00
seconds West 134.00 feet to the Point of Beginning; thence South 17 degrees 30 minutes 00 seconds East 644.00
feet; thence South 72 degrees 30 minutes 00 seconds West 774.00 feet; thence North 17 degrees 30 minutes 00
seconds West 452.98 feet; thence North 72 degrees 36 minutes 00 seconds East 538.00 feet; thence North 17 degrees
30 minutes 00 seconds West 192.44 feet; thence North 72 degrees 36 minutes 00 seconds East 236.00 feet to said
Point of Beginning.

AND

Less and Except

A Parcel of land situated in Green Cove Springs, Clay County, Florida and consisting of:

A portion of Lot "D", Block 105, Palmer and Ferris Tract according to Plat Book 2, Page 1 of the Public
Records of said County; also consisting of all of Blocks 1, 2, 3, 4, 5 and 6, all of Ada Street, Abbot Street and Helen
Street and a portion of Lots 1, 3, 5 and 7, Block 7, a portion of Lots 1, 3, 5 and 7, Block 8, also a portion of Andrew
Jackson Street, all in Golden Gate Manor according to Plat Book 2, Page 59 of said records, said Parcel being more
particularly described as follows:

Commence at the Northeast corner of Lot "K" of said Block 105; thence on the Westerly line of Oakridge
Avenue run South 17 degrees 30 minutes 00 seconds East 221.00 feet; thence South 65 degrees 30 minutes 00
seconds West 134.00 feet; thence South 17 degrees 30 minutes 00 seconds East 192.44 feet to the Point of
Beginning; thence South 17 degrees 30 minutes 00 seconds East 451.56 feet; thence South 72 degrees 30 minutes 00
seconds West 774.00 feet; thence North 17 degrees 30 minutes 00 seconds West 452.98 feet; thence North 72
degrees 36 minutes 00 seconds East 774 feet to said Point of Beginning.

which has the address of: Pinewood Ct, Green Cove Springs, Florida 32043

2/10/2021

qPublic.net - Clay County Property Appraiser's Office - Report: 38-06-26-016838-000-00

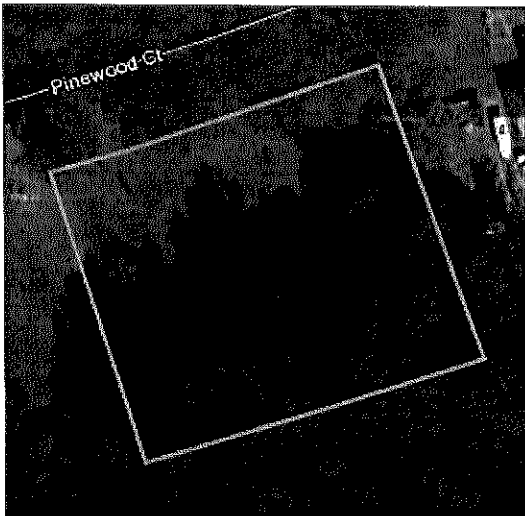


Clay County Property Appraiser's Office

Parcel Summary

Parcel ID 38-06-26-016838-000-00
Location Address PINWOOD CT
 Green Cove Springs 32043
Brief Tax Description* PT OF LOT D BLK 105 PALMER & FERRIS TRACT AS REC O R 4189 PG 71
 (Note: *The Description above is not to be used on legal documents.)
Property Use Code Vacant Residential (0000)
Sec/Twp/Rng 38/6/26
Tax District Tax Dist 002
Millage Rate 16.7246
Acreage 1.04
Homestead N

Map



Owner Information

WIGGINS INVESTMENTS OF NORTH
 FLORIDA INC
 91 BRANSCOMB RD STE 17
 GREEN COVE SPRINGS FL 32043

Land Information

Land Use	Number of Units	Unit Type	Land Type	Frontage	Depth
Vacant Residential (0000)	1.04	Vacant	Site	236	192

Sales

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/3/2019	\$50,000	Warranty Deed	<u>4189</u>	<u>71</u>	Qualified	Vacant	BISHOP STANLEY H SR & STANLEY H BISHOP JR	WIGGINS INVESTMENTS OF NORTH FLORIDA INC
9/24/2002	\$11,500	Warranty Deed	<u>2100</u>	<u>1522</u>	Qualified	Vacant	BARBOUR ROBERT & LYDIA	BISHOP STANLEY H SR & STANLEY H BISHOP JR
6/26/1992	\$100	Trustee's Deed	<u>1419</u>	<u>73</u>	Qualified	Vacant	GW COOK & E WARREN	ROBERT BARBOUR



City of Green Cove Springs Subdivision Application

FOR OFFICE USE ONLY

Item #11.

P Z File # 202100102

Application Fee: _____

Filing Date: 2/8/2021 Acceptance Date: _____

Review Type: SRDT ☐ P & Z ☐ CC ☐

- ☒ Major Subdivision – Over 5 Lots
☐ Minor Subdivision - 3 to 5 Lot – Final Plat only, with fee

A. PROJECT

- Project Name: PINEWOOD CT TOWNHOMES
- Address of Subject Property: PINEWOOD CT GREEN COVE SPRINGS, FL
- Parcel ID Number(s): 38-06-26-016838-000-00
- Existing Use of Property: VACANT
- Future Land Use Map Designation : _____
- Zoning Designation: MULTI-FAMILY
- Acreage: 1.04

B. APPLICANT

- Applicant's Status ☒ Owner (title holder) ☐ Agent
- Name of Applicant(s) or Contact Person(s): JOSEPH BRYANT WIGGINS, JR. Title: PRESIDENT
Company (if applicable): WIGGINS CONSTRUCTION COMPANY OF N. FLORIDA, INC.
Mailing address: 91 BRANSCOMB RD. SUITE 17
City: GREEN COVE SPRINGS State: FL ZIP: 32043
Telephone: (904) 214-7999 FAX: (904) 214-9040 e-mail: joe@wigginslaw.net

- If the applicant is agent for the property owner*:

Name of Owner (title holder): _____
Company (if applicable): Wiggins Investment of North Florida, Inc.
Mailing address: 91 Branscomb Rd. Suite 17
City: Green Cove Springs State: FL ZIP: 32043
Telephone: (904) 217-7999 FAX: (904) 214-9040 e-mail: joe@wigginslaw.net

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

C. ADDITIONAL INFORMATION

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

D. ATTACHMENTS**PRELIMINARY PLAT ATTACHMENTS (One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)**

1. Plans, including but not limited to:
 - a. Scale: at least 1" = 200'.
 - b. Proposed Name of Subdivision.
 - c. Name, address, and telephone number of the subdivider and agent of the subdivider.
 - d. Name, address, telephone number and registration number of the surveyor or engineer.
 - e. Date of boundary survey, north arrow, graphic scale, date of plat drawing, and space for revision dates.
 - f. Vicinity map.
 - g. Total acreage of lots and total number of lots.
 - h. Legal description of property to be subdivided.
 - i. Names of owners of adjoining land with their approximate acreage or, if developed, names of abutting subdivisions.
 - j. Preliminary layout including streets and easements with dimensions, lot lines with approximate dimensions, land to be reserved or dedicated for public or common uses, and any land to be used for purposes other than single-family dwellings.
 - k. Block letters and lot numbers, lot lines, and scaled dimensions.
 - l. Zoning district boundaries on abutting properties.
 - m. Proposed method of water supply, sewage disposal, and drainage, and electric service.
 - n. Minimum building setback lines as required by the Land Development Regulations.
 - o. Natural features, including lakes, marshes or swamps, water courses, wooded areas, and land subject to the 100-year flood as defined by FEMA official flood maps.
 - p. Surface drainage and direction of flow and method of disposition and retention indicated.
 - q. Tree survey.
2. Existing and/or proposed covenants and restrictions.
3. Stormwater management plan - including the following:
 - a. Existing contours at one (1) foot intervals.
 - b. Proposed finished floor elevation of each building site.
 - c. Existing and proposed stormwater management facilities with size and grades.
 - d. Proposed orderly disposal of surface water runoff.
 - e. Centerline elevations along adjacent streets.
4. Legal description with tax parcel number.
5. Warranty Deed or other proof of ownership.
6. Proof of payment of taxes.
7. Permit or Letter of Exemption from the St. Johns River Water Management District.
8. Concurrency Application
9. Fee.
 - a. Minor Subdivision – 3 to 5 lots:
 - i. \$750 plus \$5 per lot
 - b. Major Subdivision – More than 5 lots:
 - i. \$1,000 plus \$5 per lot
 - c. All applications are subject 10% administrative fee and must pay the cost of any outside consultants' fees.

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

All 9 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

Within twelve (12) months of the approval of the Subdivision Preliminary Plat, Construction Plans must be reviewed

CONSTRUCTION PLANS ATTACHMENTS - ATTACHMENTS (One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
 - a. Scale: 1inch=200 ft.
 - b. A topographic map of the subdivision with maximum contour intervals of one foot where overall slopes are zero percent to two percent, two feet where slopes are over two percent, based on U.S. Coastal and Geographic Datum. This topographic map must be prepared by a land surveyor.
 - c. A contour drainage map of the stormwater basins. The outlines and sizes, measured in acres, of all existing and proposed drainage areas shall be shown and related to corresponding points of flow concentration. Each drainage area shall be clearly delineated. Flow paths must be indicated throughout. Any existing and proposed structures affecting the drainage must be shown.
 - d. Plans showing proposed design features and typical sections of canals, swales and all other open channels, storm sewers, all drainage structures and other proposed subdivision improvements.
 - e. Plans and profiles for all proposed streets and curbs. Where proposed streets intersect existing streets, elevations and other pertinent details shall be shown for existing streets for a distance of 300 feet from point of intersection.
 - f. Plans of any proposed water distribution system and sanitary sewer collection system showing pipe sizes and location of valves, pumping stations and fire hydrants.
 - g. Plans for all road and street signs and street names signs showing the location of such signage and any other traffic safety control devices that is required or proposed. In addition, the specifications for such signage shall be provided as part of this plan, which shall detail in diagram form as necessary the size, material, color, and specifications for installation of such signage.
3. Legal description with tax parcel number.
4. Warranty Deed or other proof of ownership.
5. Proof of payment of taxes.
6. Permit or Letter of Exemption from the St. Johns River Water Management District.

All 6 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

Within six (6) months of the approval of Construction Plans, the applicant must submit an application for Final Plat for review. The applicant must also provide a surety device for the public improvements must be submitted in accordance with Section 90-243.

FINAL PLAT ATTACHMENTS - ATTACHMENTS (One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
 - a. Name of subdivision shall be shown in bold legible letters, as stated in Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
 - b. Name and address of subdivider.
 - c. North arrow, graphic scale, and date of plat drawing.
 - d. Vicinity map.
 - e. Exact boundary line of the tract, determined by a field survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000.
 - f. Legal description of the property to be subdivided.
 - g. Names of owners of adjoining lands with their approximate acreage or, if developed, names of abutting subdivisions.
 - h. Location of streams, lakes and swamps, and land subject to the 100-year flood as defined by the Federal Emergency Management Agency, official flood maps.
 - i. Bearing and distance to permanent points on the nearest existing street lines of bench marks or other permanent monuments (not less than three (3)) shall be accurately described on the plat.
 - j. Municipal lines shall be accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
 - k. The closest land lot corner shall be accurately tied to the lines of the subdivision by distance and angles.
 - l. Location, dimensions, and purposes of any land reserved or dedicated for public use.
 - m. Exact locations, width, and names of all streets within and immediately adjoining the proposed subdivision.
 - n. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
 - o. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
 - p. Lots must be numbered in numerical order and blocks lettered alphabetically.
 - q. Accurate location and description of monuments and markers.
 - r. Minimum building front yard setback lines as required by the Land Development Regulations as determined by the property's zoning.
 - s. Reference to recorded subdivision plats of adjoining platted land shall be shown by recorded names, plat book, and page number.
 - t. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
 - u. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.
 - v. Certification that all payable taxes have been paid and all tax sales against the land redeemed.
 - w. Title certification as required by Chapter 177, Florida Statutes.
3. Legal description with tax parcel number.
4. Warranty Deed or other proof of ownership.
5. Proof of payment of taxes.
6. Permit or Letter of Exemption from the St. Johns River Water Management District.

City of Green Cove Springs Development Services Department ♦ 321 Walnut Street ♦ Green Cove Springs, FL 32043 ♦ (904) 297-7500

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STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** March 16, 2021

FROM: Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Review and approval of request to temporarily close a portion of Walnut Street on 3/27/2021 as part of a minor special event, Vietnam Veterans Day Ceremony, hosted by the BOCC

BACKGROUND

The Clay County Board of County Commissioners has applied for a minor event to be held on March 27, 2021. The event will be from 10am to 12pm, with setup starting around 8am and breakdown finishing by 1pm. Clay County School property will be used for parking and vehicle displays. The closure of a small portion of Walnut Street, from Gratio Place to Ferris Street, would be for safety purposes and control of traffic during the event. A map is provided in the attachments, showing the portion of the road they would like to temporarily close.

Clay County will be providing an officer to be detailed at the event.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the temporary closure of a portion of Walnut Street, from Gratio Place to Ferris Street, as shown on the map submitted with the application.

City of Green Cove Springs Special Event Application



Instructions: The information requested in this application will help staff approve your event and ensure adequate facilities are provided. Each section must be completed in its entirety. This application should be submitted to the Development Services Department a **minimum** of 10 days in advance for a minor event and 30 days in advance for a major event. Staff will determine whether the event is major or minor.

EVENT SUMMARY

Event Title	Vietnam Veterans Day Ceremony
Description	Vietnam Veterans Day Ceremony held at the TAPS Monument/Historical Courthouse to recognize the sacrifices made by the Vietnam Era Veterans and their families. Request to close a portion of Walnut between monument and school board.

Event ☐ Promotional Event ☐ Concert/Performance ☐ Festival
Purpose ☐ Fundraiser ☐ Parade/Procession/March ☐ Walk/Run
 ☐ Outdoor Market ☐ Community Gathering ☐ Other

If other, please describe: Ceremony

Estimated Attendance Peak _____ Average Per Day _____ Total 200

Event Website _____

Date/Time

Day of Event: 3/27/2021
 Start/End Time: 10:00-12:00

Set-Up: 8:00 ☒ AM ☐ PM
 Breakdown: 1:00 ☒ AM ☐ PM

Provide the address and a general description of the venue and space to be utilized there.

Location 915 Walnut Street. Will be utilizing Clay County School property for parking and vehicle displays

Area of Event Site (SqFt or Acres): _____

APPLICANT

Host Organization (if any)

Name	Clay County Board of County Commissioners & Vietnam Veterans Committee
Address	477 Huston Street
Phone Number	904-540-3389
Email	karen.thomas@claycountygov.com

Contact Person

Name	Karen Thomas
Address	477 Houston Street
Phone Number	904-540-3389
Email	karen.thomas@claycountygov.com

VENUE SPECIFICS

Please provide a **site sketch** for the venue which shows: (1) ingress and egress to the site, (2) any requested closure of public roads or public parking spaces, (3) designated event parking, (4) location of first aide, (5) location of garbage and recycling cans to be provided, (6) location of restrooms (on-site and portable, including those which are ADA accessible) and handwashing stations, (7) location of vendors, (8) location of entertainment, and (9) location of any other event infrastructure.

YES NO



Are you requesting the closure of any roads or public parking spaces in conjunction with this event? If yes, please provide details. _____

Close a portion of Walnut between Historical Courthouse and School Board Administration Building for safety purposes and control traffic during the event.

NOTE: Road closures must be approved by City Council.



Are you requesting any aide from the City for this event (police presence, barricades for road closures, etc.)? If yes, please provide details. _____

NOTE: Assistance is subject to availability and staff approval; payment for services may be required. If approved, assistance will be coordinated by the applicant with the appropriate department.



Will there be any tents / canopies used as part of the event? If yes, please indicate how many and what size(s). two tents will be used on county property near the TAPS monument

NOTE: All tents must be properly anchored. Tents may require additional review, associated fees, and permitting. Staff will help you determine if a tent permit is required.

SUBMISSION INFORMATION

Applications should be submitted to the Development Services Department. E-mail your completed application to planning@greencovesprings.com or mail / hand deliver your completed application to:

City of Green Cove Springs
Development Services Department
321 Walnut Street
Green Cove Springs, FL 32043

Minor events are decisioned by the Site Development Review Team (SDRT). Major events must be approved by City Council. After an initial approval of a major event, additional information may be required, as written in City Code Sec. 117-791 of the city code.

Upon approval by SDRT (and when necessary, City Council) and payment of fees, staff will issue an event permit.

FEES

Minor Event: \$50**Major Event:** \$500 + \$100 for each additional 1,000 persons over 5,000

The applicant will pay the appropriate fee based on estimated total attendance but must provide attendance figures after the event to verify fees paid.

AFFIDAVIT OF APPLICANT

I certify that I am at least eighteen (18) years old, that I am empowered to execute this application on behalf of the host organization, and that the information on this application is true and complete to the best of my knowledge. I agree to hold harmless, indemnify and defend the City of Green Cove Springs, its officers and employees from any liability costs and attorney fees, which may arise from the Special Event.

I understand that this Special Event application does not guarantee approval of my event or reservation of the event location. I understand that failure to provide information and/or failure to obtain permits by established deadlines will result in cancellation of such Special Event.

I agree to comply with all City ordinances and regulations in connection with this Special Event. I understand that the violation of any City ordinances and/or regulations during the event will result in immediate termination at the City's discretion and ineligibility for future Special Events.

I understand it is my responsibility to (1) ensure all vendors are properly licensed with the appropriate authorities and (2) return the site to its original condition after the event. Food vending is subject to inspection by the Department of Business and Professional Regulations, Division of Hotels and Restaurants (DBPR). Event coordinators are responsible for notifying DBPR that they intend to conduct an event with food vendors. Call DBPR – (850) 487.1395 for details. Alcoholic beverages may not be consumed as part of the event without the appropriate State and City approvals

I understand temporary signs and banners are not allowed in the City Limits of Green Cove Springs unless in areas designated by the City Manager or for events which are City Sponsored. Signage otherwise would be limited to the duration of the event.

I agree to pay the City for any services required in staging this Special Event. I understand that a Final Permit authorizing the conduct of the event will not be issued until all permit fees are paid and all required information has been provided.

If the event is cancelled after receipt of the permit, I understand a refund is not guaranteed. Any changes in venue or event dates must be submitted to the Development Services Department to be routed for review; approval of changes is not guaranteed.

Applicant Signature



Applicant Printed Name

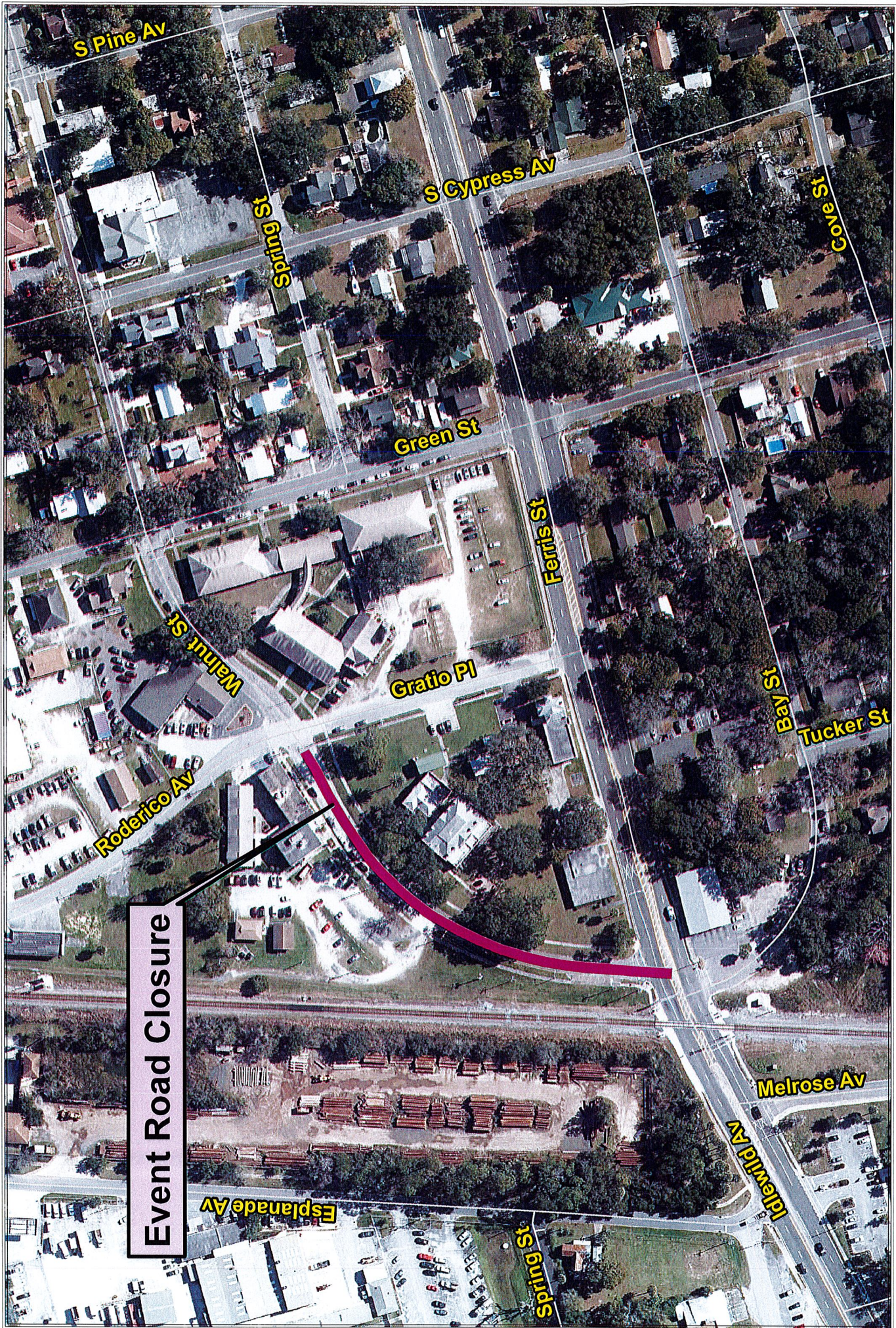
Karen Thomas

Applicant Title(if any)

Dir. of Administrative Services

Date

3/4/21



Event Road Closure

Vietnam Veterans Day Location Map Clay County, Florida

0 30 60 120 180 240 300 Feet

This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Vietnam Veterans Day Location Map



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** March 16, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of funding in the amount of \$44,814.60 to Irby for electric cable for the Chapman Substation project.

BACKGROUND

The electric department utilizes a wide variety of materials for routine electric system maintenance and capital system hardening projects. Warehouse staff solicits quotes from vendors and utilizes a combination of price and lead time to award material purchases to vendors. This cable is for the Chapman Substation transformer project. Note: The other vendors are much higher as they would not break down their reels into smaller lengths.

FISCAL IMPACT

\$44,814.60 to the Electric Department capital and operating budgets

RECOMMENDATION

Approve funding in the amount of \$44,814.60 to Irby for electric cable for the Chapman Substation project.

Quotation



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

QUOTE DATE	ORDER NUMBER
03/09/21	S012331322
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

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

SHIP TO:
CITY OF GREEN COVE SPRINGS
PUBLIC WORKS ELIBERTO CASTRO
900 GUM ST
GREEN COVE SPRINGS, 32043-3441

ORDERED BY: SAM

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
209762		073219297				Erich R Ewoldt	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Mark Alan Ke				03/09/21	No		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt		
4644FT		1	*OKON 1000KCM-25KVEPR-CONC 1000FT OKONITE 1000MCM AL UD CABLE W/ 260 MIL EPR INSULATION; 1/3 COPPER CONCENTRIC NEUTRAL; FILLED-STRAND & OVERALL JACKET; OKONITE # 162-23-4099 ON THE FOLLOWING REEL LENGTHS 3 X 762' 3 X 786' DELIVERY 3-WEEKS	9650.000M	44814.60		

** Reprint ** Reprint ** Reprint **



2980 NE 207th Street
PH
Aventura, FL 33180

800-342-7215 • 954-455-3050
Fax: 954-455-9886
www.buyawg.com

Quote

Quote# 00142497 Page 1

Cust # 100833 Date 03/04/2021
Salesman Rachel Weis

Quote To: CITY OF GREEN COVE SPRINGS
321 WALNUT STREET
GREEN COVE SPRINGS FL 32043

Ship To: CITY OF GREEN COVE SPRINGS
GREEN COVE SPRINGS FL 32043

*** This Quote is Good Through 04/03/2021 ***

Ship Via TRUCK		F.O.B. PREPAID & ALLOWED		Terms NET 30 DAYS		Customer P/O Number			
Line#	Quantity	UOM	Item Number / Description		SI	Price	UOM	Extension	
1	9000 FT		Customer Reference: LS CABLE OPTION Project: LS CABLE OPTION A1000-01UD25GX000J 1000 25KV UD-AL 260X 31 x 12 Delivery: 7 weeks to deliver Reel Lengths: 3- Reels of 762 feet 3- Reels of 786 feet 1C 1000kcmil Al Filled 25kV 100% 260mils TRXLPE 1/3RCN (31w x 12) LLDPE Jkt, Type MV-90, URD Commodity: Prices are subject to change. Prices are based on: LME CU DAILY LB CU @ 4.1530 LME AL DAILY LB AL @ 0.9838 Quoted to: Sam Lopez			11,204.0000 MFT		100,836.00	
Product Total		Discount		Freight		Miscellaneous		Tax	Quote Total
100,836.00				0.00					100,836.00



1563 JESSIE ST
JACKSONVILLE FL 32206-6041
Phone: 904-380-3400
Fax: 904-356-9199

To: City of Green Cove Springs Warehouse
900 W Gum St
GREEN COVE SPRINGS FL 32043
Attn: Sam Lopez
Phone: 904-529-2213
Email:
Fax: 000-000-2217

Date: 03/05/2021
Project Name:
GB Quote #: 0237413341
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr: 1
Valid From: 03/05/2021
Valid To: 03/12/2021
Contact: JAMES CANTRELL
Email: scott.cantrell@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes: * PRICE(S) SUBJECT TO METALS ADJUSTMENT AT TIME OF SHIPMENT * PRICE(S) SUBJECT TO METALS ADJUSTMENT AT TIME OF SHIPMENT * PLEASE NOTE ALL TERMS BELOW * STOCK SUBJECT TO PRIOR SALE * LEAD TIMES MAY VARY * CUT CHARGES WILL APPLY FOR ALL NON STANDARD PUT UPS * PRICE SUBJECT TO ESCALATION/DE-ESCLATION AT TIME OF ORDER SHIPMENT * Prices: Unit prices quoted, excluding any applicable reel, cut or ancillary charges, are subject to escalation/de-escalation at time or shipment, based on closing prices of COMEX for Copper and LME+MW Premium for Aluminum for the previous business day. * If a firm metal price is required for a P.O., contact LS Cable for revised price(s) and terms.

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	9000	LS CABLE & SYSTEM	1000MCM-1C 25KV FILLED 260MIL EPR 31X#1		\$10,832.56	1000	\$97,493.04

GB Part#:NOF LS5 LS CABLE

Item Note: * 3 REELS OF 762' * 3 REELS OF 786' * WE WILL NEED TO KNOW HOW YOU WANT THE REMAINDER OF THE 9000' PUT TOGETHER ON REELS

Total in USD (Tax not included): \$97,493.04

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf



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: March 1, 2021

Subject: Monthly Planning, Code Enforcement and Building Report for February, 2021

PLANNING

In February, Alliance Permitting Service opened at 409 Walnut St and Radise International opened at 4035 J Louis St. Total Business Tax Revenue for February was \$485.

During the month of February, Staff worked on:

- Special Event applications for a pet adoption event, kickball tournament, and Food Truck Friday
- Special Exception for a church at 112 Magnolia Ave
- Lot Split for parcel 017576-000-00
- Plat for Pinewood Court Townhomes, 016838-000-00 – site plan already approved, platting to sell townhome units individually
- Lot Split for 806 Cove St
- Subdivision application for 018094-000-00 off Houston St (proposing 3 lots)
- Annexation and Future Land Use applications for the Gustafson property, 016515-000-00
- Document dispositioning and scanning with ImageStoreHouse
 - Overseeing volunteers helping with the scanning project
- Configuration of new permit / project tracking software, SmartGov
- Initiation of GIS Project for comprehensive online mapping system

Revenues for Planning related fees for February were \$3543.99.

CODE ENFORCEMENT

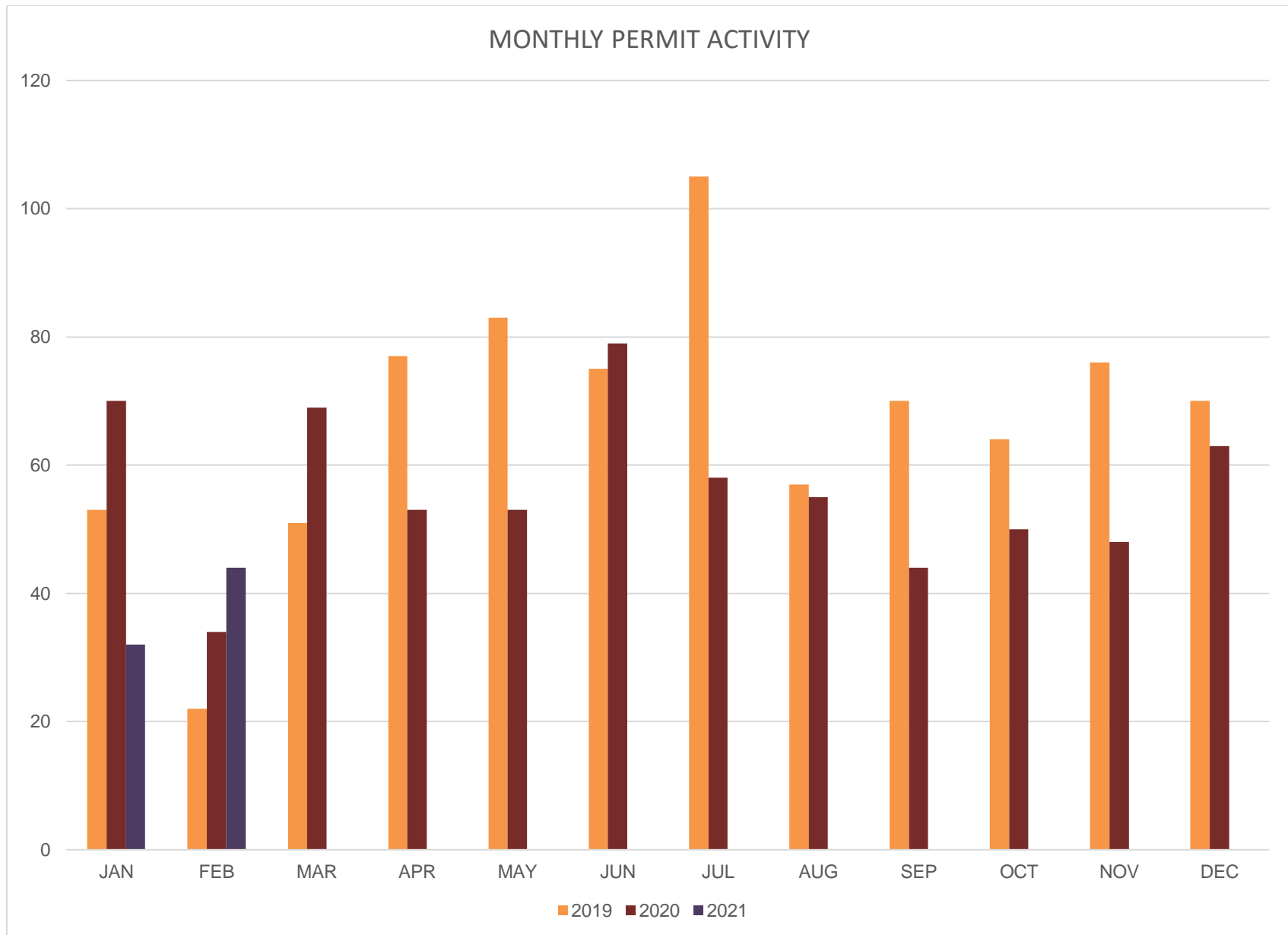
In February, there were 4 new Code Enforcement complaints filed. Voluntary compliance was achieved for 9 cases resulting in case closure. The City received \$30 in Code Enforcement fines for Special Magistrate orders previously issued. For Fiscal Year 2020-2021, Code Enforcement has collected \$5,150 Code Enforcement fines.

BUILDING

Building permit activity increased from January to February. The total number of building permits issued in February was 44 compared to 32 in January. Permit activity for February 2021 increased by 29% from February 2020.

Revenues for Building related fees for February were \$17,273.66.

2021 PERMIT SUMMARY	
NEW HOUSES	February
MAGNOLIA POINT:	0
MAGNOLIA WEST:	0
CORE CITY:	1
CONDOS:	0
COMMERCIAL ACTIVITY	February
BUILDING (NEW)	0
OTHER PERMIT ACTIVITY	February
ADDITION - COMMERCIAL	0
ADDITION - RESIDENTIAL	4
REMODEL - COMMERCIAL	1
REMODEL - RESIDENTIAL	3
SCREEN ROOMS:	0
SHIP PROGRAM:	0
SIGNS:	1
POOLS:	3
RE-ROOFING:	8
GARAGE/SHED:	0
OTHER PERMITS:	23
TOTAL PERMITS ISSUED	44





CITY OF GREEN COVE SPRINGS POLICE DEPARTMENT



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

The following is the official summary of activity conducted by members of the Green Cove Springs Police Department for the month of February 2021:

Total # Calls for Service: **656**

Total # Arrests: **23**

Total # Traffic Stops: **401** Total # Citations: **110** % Citations to stops: **27%**

Total # Building and business security checks: **1521**

Total # Police Related Services: **3609**

Response Times: Priority 1: **5M46sec** Priority 2: **0m59sec** Priority 3: **5M25sec**

Dispatch Phone Communication: 911 calls: **235** Non-Emergency calls: **319** Walk-In: **9**

Marine Enforcement: Marine enforcement was conducted on the following dates.
None

Red Light Camera Program:

Video Review:

Ofc. Gann reviewed 1086 violations, approved 999 and rejected 87.

Sgt. Luedtke reviewed 131 violations, approved 117 and rejected 14.

Total violations reviewed for the month: **1217** Approval Rating: **91.70%**

Total hours reviewing video: **33.09**

Individual Officer Initiative:

Sergeant Luedtke:

Traffic Enforcement:

Times: **6** # Citations: **5** # Warnings: **8**

Locations:

School Zones

Bay/Orange

Houston/Cypress

Arrests: 3

2021000253 Failure to Appear

2021000281 Petit Theft

2021000327 Dealing in Stolen Property

P.O.P Project:

- Ofc. Henderson and I have continued to assess a homeless camp that is on private property at 654 S. Orange. Upon further inspection there is a large amount of trash, a sailboat and multiple vehicles with people sleeping inside. Ofc. Henderson and I have informed CMDR. Hines and as well as Code

Enforcement . During contact with one of the homeless subjects, it was discovered he had a warrant and was arrested.

Item #14.

Community Involvement:

- I participated in the Elks Lodge event that provided females that were pregnant and in need toys, diapers and diaper bags
- I have provided several children with Police Items and allowed them to tour my police car

Other Significant Accomplishments:

- Maintain the Sex Offender update
- I monitor the boat slip pay and ensure there are envelopes for payment
- Spent several hours reviewing red light cameras

Officer Henderson:

Traffic Enforcement:

Times: 40 # Citations: 17 # Warnings: 39

Leonard C. Taylor and Slow Tide

1300 Idlewild

1604 Idlewild

Arrests: 3

2021000320 Trespassing

2021000236 Warrant during traffic stop

2021000232 Violation of Probation

P.O.P Project:

- 400-blk South Magnolia Avenue- sent a report to Public Works reference to trash all over the area. Danny removed all the trash.
- 654 South Orange Avenue-took pictures for Cmdr Hines in reference to Code Enforcement.

Community Involvement:

- Participated in the Elks Lodge motherhood event.
- I conducted a traffic stop in Orange Park due to the driver appeared to be drunk. The male subject did not have a license and the passenger had a warrant. OPPD took the arrest.
- I was first on an accident at I295 and Roosevelt Blvd. I asked for JSO and Public Safety due to one of the subjects was hurt.

Other Significant Accomplishments:

- *Ofc. Henderson had the highest amount of activity in February*

Officer:

Traffic Enforcement:

Times: # Citations: # Warnings:

Locations:

Arrests: 0

P.O.P Project:

Community Involvement:

Other Significant Accomplishments:

This position currently vacant

Sergeant Hess:**Traffic Enforcement:**

Times: 9 # Citations: 10 # Warnings: 34

Locations:

410 S Orange Ave
 1400 S. Orange Ave
 900 Blk LCT Blvd
 Orange Ave at North St
 Orange Ave at Governors St

Arrests: 0**P.O.P Project:**

- DREI anti-narcotics operation

Community Involvement:

- While handling a 911 hang up on Ruby St. The grandfather advised his grandson had accidentally call 911 while playing a game on his phone. The child was really scared, crying and did not want to speak to me because he thought I was mad. I calmed the child down and told him that accidents happen as not to discourage him from calling 911 when it was necessary. The grandfather was appreciative I took the time to talk to his grandson and explain that to him.
- Attended Sgt. Millers Retirement Party in the EOC.

Other Significant Accomplishments:

- I installed a new shop Shop Vac in the sally port for officers to keep their vehicles clean.

Officer Morando:**Traffic Enforcement:**

Times: 17 # Citations: 21 # Warnings: 85

Locations:

1400 S ORANGE AV
 PALMETTO AV/COVE ST
 800 LEONARD C TAYLOR PKWY
 1300 IDLEWILD AVE
 1200 IDLEWILD AVE
 COLONIAL DR./ST. ANDREWS CT
 1200 HOUSTON ST
 400 S ROBERTS ST

Arrests: 3

2021-000239 Habitual Traffic Offender
 2021-000242 Warrant from GCSPD
 2021-000339 Petit theft/attempted arson

P.O.P Project:

- DREI anti-narcotics operation

Community Involvement:

- Spoke with children about being a police officer
- Attended Sgt. Millers Retirement Party in the EOC.

Other Significant Accomplishments:

- *Applied for the position of Patrol Sergeant*

Officer:**Traffic Enforcement:**

Times: # Citations: # Warnings:

Arrests:**P.O.P Project:****Community Involvement:****Other Significant Accomplishments:**

- *This position currently vacant*

Sergeant Perry:**Traffic Enforcement:**

Times: # Citations: # Warnings:

Locations:**Arrests:****P.O.P Project:****Community Involvement:****Other Significant Accomplishments:**

- *Sgt. Perry is performing light duties due to work related injury*

Officer Graham:**Traffic Enforcement:**

Times: 10 # Citations: 3 # Warnings: 7

Idlewild and West

Idlewild and Oakridge

Idlewild and San Remo

Orange and Harbor

Arrests: 4

2021000260 VOP

2021000290 FTA

2021000318 Possession of Controlled Substance

P.O.P Project:

- During patrol I was flagged down by a concerned citizen in reference to a streetlight that was out at the intersection of Vermont and Green Cove Avenue. I sent an email to request the light be fixed or repaired.
- DREI anti-narcotics operation

Community Involvement:

- I made contact with a citizen in the 400 block of N. Pine Avenue whose vehicle was broken down. I assisted the citizen with getting it running again.
- I made contact with a child in Vera Francis Hall Park who had fallen off their bicycle. I provided the child with a band aid for a scrape on his leg.
- **Other significant Achievements:**
- *Acting Sergeant for his shift*
- *Applied for the position of Patrol Sergeant*

Officer Ruoss:**Traffic Enforcement:****# Times: 33 # Citations: 22 # Warnings: 31****Locations:**

Idlewild and West

Idlewild and Oakridge

N Orange and Governor

Lamont and Cypress

Leonard C Taylor and Slow tide

Canyon Falls and Summit Oaks

Arrests: 2

2021000294 Drug Paraphernalia

2021000261 VOP

P.O.P Project:

- Emailed city regarding pothole at Idlewild and Oakridge
- Worked with Det. Carpenter on narcotics cases throughout the City
- DREI anti-narcotics operation

Community Involvement:

- While on a property check I was able to talk with a little girl about the police car and she got to play with the lights and gave her a Jr badge

Other Significant Accomplishments:

None

Sergeant:**Traffic Enforcement:****# Times: 0 # Citations: 0 # Warnings: 0****Locations:****Arrests:****P.O.P Project:****Community Involvement:****Other Significant Accomplishments:**

- *This position currently vacant*

Officer Camp:**Traffic Enforcement:****# Times: 12 # Citations: 0 # Warnings: 2**

700 Leonard C Taylor

200 Orange

1200 Orange

Arrests: 4

2021000330 Resisting Without

2021000319 Counterfeit Tag/Decal

2021000283 Trespass – Occupied Structure

2021000276 FTA Warrant

P.O.P Project:

- None

Community Involvement:

- Played with kids and handed out stickers in St Johns Landing Apartments

Other Significant Accomplishments:

- *Acting Sergeant for his shift*

Item #14.

Officer Newton:**Traffic Enforcement:**

Times: 5 # Citations: 3 # Warnings: 10

Leonard C Taylor

1200 Orange

Arrests: 3

2021-000258 TRESPASS OF AN OCCUPIED DWELLING

2021-000282 FAILURE TO APPEAR

2021-000329 BREACH OF PEACE AND RESISTING AN OFFICER WITHOUT VIOLENCE

P.O.P Project:

- Obtained warrant for person who obstructed investigation

Community Involvement:

Provided a young girl a Green Cove Springs Police Department plastic badge during an attempt to locate on Ferris near Spring Park.

Other Significant Accomplishments:

Officer Babcock and K-9 Grit:**Traffic Enforcement:**

Traffic Stops: 19 # Citations: 1 # Warnings: 18

Locations: Citywide

Arrests: 0

K-9 Activities:

Shifts Training: 15

Total Time Spent Training: 86.5 hrs

of Apprehensions: 0

Mutual Aid Calls: 0

of K-9 Searches: 0 # Finds: 0 # No Finds: 0

Narcotics Detection Log:

K-9 Demonstrations: 0

P.O.P. Project:

- DREI anti-narcotics operation

Community Involvement:

- Spoke with several kids at Springs Church while on a call about K-9 Grit.

Other Significant Accomplishments:

Part Time Officers:

Item #14.

Officer Gann:

(Responsible for Red Light Camera Program)

Hrs Worked: 104.5

Arrests: 0

Other Significant Accomplishments:

- Reviewed RLC video and issued citations
- Worked Several patrol shifts
- Completed FDLE online training
- *Completed high liability training*

Officer Reese:

Hours Worked: 0

Traffic Enforcement:

Traffic Stops: 0 # Citations: 0 # Warnings: 0

Locations:

Arrests: 0

Community Involvement/ POP:

Other Significant Accomplishments:

- *Ofc. Reese is in Field Training*

Officer Gibbs:

Hours Worked: 29

Traffic Enforcement:

Traffic Stops: 2 # Citations: 0 # Warnings: 0

Locations: Citywide

Arrests: 0

Community Involvement/ POP:

Other Significant Accomplishments:

- *Ofc. Gibbs worked several different duties to include details and SRO coverage*

School Resource Officers:

Officer: Lee (Junior High School)

Incidents at School:

I have been informed that some students may be selling "vapes" to other students on campus. I do not have a significant investigative lead at this time but will continue to inquire. One account is that one particular student may be selling them off campus.

Cases Worked:

- None

Safety Issues/Intelligence:

- None

Other Significant Accomplishments:

Officer Rulon: (Charles E Bennet Elementary)

Item #14.

Incidents at School:

- None

Cases Worked:

- None

Safety Issues/Intelligence:

- Completed a work order to fix one of the stop signs on campus

Other Significant Accomplishments:

Officer's in Field Training:

Part Time Officer Reese

Full Time Officer Van Dyke

SIGNIFICANT OFFICER ACTIVITY D.E.A. TASK FORCE**Detective: Carpenter****Green Cove Narcotics Cases: 3**

2019002237 – Ongoing Methamphetamine investigation.

DEA/GCSPD – Methamphetamine DTO investigation

GCSPD 2020-002473

DEA Cases: 3

GCSPD 2019002237/G4-21-0022 – Ongoing Methamphetamine investigation.

DEA/GCSPD – Methamphetamine DTO investigation

DEA/GCSPD – Heroin/Fentanyl investigation

Narcotic Investigations/Cases Outside of City/County: 9

GCSPD 2019002237 – Ongoing Methamphetamine investigation.

DEA – Methamphetamine DTO investigation

DEA – Fentanyl, Heroin, Methamphetamine

5 Illicit drug Money transportation cases

Seizures:

\$30,000 cash

1Kg Heroin

½ Kg Methamphetamine

Significant events:

0 trash pull

20+ hours surveillance

1 jail interview

1 confidential informant cultivated

5 JIA Interdiction

1 search warrants completed

SIGNIFICANT DETECTIVE ACTIVITY

Item #14.

Detective Patterson:

of Open Cases: 10

of Cases Cleared by Arrest: 0

Total # Cleared Cases for Month: 1

Significant Case Developments:

2020-000990 Arrest Warrant Processing with the SAO

2020-002360 Murder case. Met with SAO. Continuing to work with them to make two more arrests.

2020-002117 Nationwide Auto Theft Case. Case transferred to FDLE/FBI.

Background Investigations:

3 Officer Completed

3 Officer in Progress

0 Dispatcher Completed

1 Dispatcher in Progress

Significant Accomplishments:

- DREI anti-narcotics operation

Detective Vineyard:

of Open Cases: 10

of Cases Cleared by Arrest: 1

Total # Cleared Cases for Month: 0

Significant Case Developments:

2021-000076 (new) Lewd/current invs

2021-000079 (new) Transferred to CCSO

2020000490 Waiting to be inactivated

2020000783 Still showing open

2021000242 3 warrants issued/1 arrest

Significant Accomplishments:

- DREI anti-narcotics operation

Significant Evidence Custodian Activity

Part Time Evidence Technician Barton

- Barcoded Items: 34 Items
- Destroyed Items: 78 Items
- To FDLE: 3 Items
- Return from FDLE: 3 Items
- Assisted SAO: 0 cases
- Returned to Owners: 16 cases



Public Works Monthly Executive Summary February 2021

Street Department

During the month of February, the Street Department has been busy as beavers repairing potholes and sinkholes throughout the Cove Life. We had 7.45 inches of rain this month. In addition, the Street Department completed the following tasks:

- Clean storm drains City Wide.
- Trim back limbs and vegetation on the City right-of-ways.
- Green Cove Ave, clean property line for Electric Dept. Project.
- Finished Repair and Replace fence on FCT/Gustafson Trail.
- 3 Silt fence inspections.

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

Parks Department

During the month of February, 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.
- Pressure wash police department facility.

The Parks Department completed 2 additional work orders outside of their normal daily work schedules.

Equipment Maintenance

The Equipment Maintenance Shop, as always, works hard to keep the equipment and vehicles going so the city can continue to provide our citizens with the exceptional service they are accustomed to. During the month of February, Danny, John and Donald completed 84 work orders.

Tradesworker

During the month of February, 26 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 recycle bins to current customers.
- Repaired 3 trash cans.
- Replaced 7 trash cans.

This month, the City collected:

- **309.33** tons of Class I garbage (13% increase)
- **17.53** tons of recycling (8% increase)
- **104.64** tons of yard waste (flat)

For comparison during February 2020, the City collected:

- **274.29** tons of Class I garbage
- **16.25** tons of recycling
- **104.72** 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.
Expect Contractor Mobilization last week of March

- Phase III:
 - A new force main from Lift Station #2 diverting the sewage from the South Plant to Harbor Road (all sewage generated in the City will be treated at the new Harbor Road AWWTP).
 - Decommissioning and “mothballing” of the South Wastewater Treatment Plant. The permit will remain in place and the plant could be re-commissioned at a later date depending on future activities at the Reynolds site.
- Phase IV (future – determined by growth) is a second identical 1.25 MGD AWWTP built at the Harbor Road site.
- Phase V (future – determined by growth) is a third identical 1.25 MGD AWWTP built at the Harbor Road site.
- Sanitary Sewer Evaluation Survey (SSES) of the Core City wastewater collection system is **complete**, including Mittauer final report. Staff utilizes this data daily in evaluating collection system repairs and requests for sewer connections.
- Continuing to work with FDOT on utility relocations associated with the First Coast Expressway.
- Updated Water Rate Study **complete**.
- Staff and Mittauer have initiated a full review of the future capital needs of the water system. A comprehensive capital improvement program (CIP) has been developed as part of the Water Master Plan. As in the past, timing of these improvements is largely driven by future activities in Reynolds Industrial Park. The city has received an FDEP – SRF loan for Planning and Engineering of several of the CIP improvements so that as the need for the improvements occur, the City is ahead of the game and can apply very quickly to SRF for actual construction dollars as “shovel-ready” projects. The total design project cost is \$356,800.00, with a \$178,400.00 (50%) principal forgiveness (grant), leaving an actual loan of \$180,100.00.
- Reynolds Water System Improvements: In May 2020 the City awarded construction of the upgrades to the system to General Underground. The system improvements include;
 - New water mains along two primary streets to remedy fire hydrants that are inadequate.
 - New 12” water main crossing under SR 16 to replace aging mains that endanger the integrity of the road. This will eliminate four existing crossings.
 - New water main along Red Bay Road to eliminate existing aging and leaking pipes. In addition will remedy fire hydrants that are inadequate.
 - New water main and sewer force main extension from Reynolds Park to and across the MOBRO complex. This extension is designed to supply water, fire protection & sewer needs to MOBRO and future developments to the east.
 - The City Manager and staff have applied for a grant to ease the financial burden on MOBRO and the City for this project.
- The City has received grants from the State of Florida Hazard Mitigation Grant Program (HMGP) to install auxiliary generators at 17 sewage lift stations, and install generators / raise infrastructure at four additional stations. The grant funds 75% of the improvements. This project is underway.
- Continued remediation of malfunctioning or out-of-service hydrants.
- Operated and maintained the Harbor Rd. and South Wastewater Treatment Plants as well as the Harbor Rd. and Reynolds Water Treatment Plants to meet the requirements of Regulatory Agencies.
- Continued to make process control adjustments at the Harbor Rd. and South WWTP in efforts to further lower Total Nitrogen and Total Phosphorus levels being discharged to the St. Johns River.
- Continued landscape maintenance at Water and Wastewater Treatment Facilities as well as lift stations.

- Continued preventative maintenance on all treatment facility generators.
- Completed 10 new services.
- Completed 67 water related work orders.
- Completed 47 sewer related work orders.
- Responded to 121 utilities locate requests.

TOP 10 WATER CUSTOMERS February 2021

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

TOP 10 IRRIGATION CUSTOMERS February 2021

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Vallencourt Construction	1	AMH Development NON RES
2	AMH Development NON RES	2	Vallencourt Construction
3	National Gypsum Company	3	National Gypsum Company
4	Magnolia Point Investments	4	Magnolia Point Investments
5	Green Cove Springs Junior High	5	Edgewater Landing HOA OF CLAY
6	D R Horton INC Jacksonville	6	Green Cove Springs Junior High
7	William Hurley	7	D R Horton INC Jacksonville
8	Larry Sechrest	8	William Hurley
9	Edgewater Landing HOA OF CLAY	9	Larry Sechrest
10	Sheriff's Department	10	Sheriff's Department

TOP 10 SEWER CUSTOMERS February 2021

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

Wastewater Plant Capacity Status

South Plant: TMDL Capacity 0.350 MGD*,

- Current Loading 0.272 MGD*, 78% Capacity (January 2021 Annual Average)
- Current & Committed (.033) Loading 0.305 MGD*, 88% Capacity
- Current, Committed & Requested (0) Loading 0.305 MGD*, 88% Capacity

Harbor Road: TMDL Capacity 0.650 MGD*

- Current Loading 0.507 MGD*, 78% Capacity (January 2021 Annual Average)
- Current & Committed (.092) Loading 0.595 MGD*, 92% Capacity
- Current, Committed & Requested (0) Loading 0.595 MGD*, 92% Capacity

*MGD = Million Gallons per Day

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



ELECTRIC DEPARTMENT

Significant activities for the month of February 2021

- 12 Streetlights repaired
- 7 Permanent meters installed
- 2 Temporary meters installed
- 1 Meter removed
- 2 Meter check
- 2 Poles removed
- 6 Poles installed
- 3 Voltage check
- 12 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
- 477 Orange Ave., disconnect power for customer to change out meter.
- 4530-3 CR 315., measure the diameter of the buss work.
- 451-457 Jeri Dr., re-insulate 2 poles and replaced 1 transformer and re-work all secondary.
- 701 Houston St., removed service for house fire.
- Chapman Substation., removed feeds to cat bank.
- 965 Worthington Ave., replaced mushroom insulators with tie to jug insulators.
- 4530-3 CR 15A, installed 2 multi-helix anchors for chapman 1 feeder.
- 232 Walnut St., move service to new pole and put new CT's in.
- 1005A Bunker Ave., replaced JD's insulators with polymer insulators.
- 3992 East CR 16A, changed out single-phase dead-end pole that is bad at top.
- 1107 Martin L. King, Jr Blvd., pulled in secondaries to new library building.
- 903 Ferris St, Apt 4., reconnected overhead service conductors.

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

02/03/2021 – Between 7:00 a.m. – 8:00 a.m., 444 S Vermont Ave., blown fuse on transformer related to cold weather, 7 customers affected.

02/05/2021 – Between 10:00 a.m. – 11:30 a.m., 710 S Highland Ave., blown transformer fuse by squirrel, 4 customers affected.

02/21/2021 – Between 7:45 a.m. – 10:30 a.m., 201 N Oakridge., burnt connections repaired, 3 customers affected.

02/22/2021 – Between 7:30 a.m. – 8:30 a.m., 3776 Randall RD., blown fuse by squirrel, 3 customers affected.

02/26/2021 – Between 7:00 a.m. – 7:30 a.m., 601 N Palmetto Ave., blown transformer lateral fuse by squirrel, 10 customers affected.

02/27/2021 – Between 9:45 a.m. – 12:15 p.m., 100 Joey Circle W, blown transformer fuse, 20 customers affected.

02/27/2021 – Between 12:15 p.m. – 3:15 p.m., 1465 River Ln, blown transformer fuse by squirrel, 10 customers affected.

02/28/2021 – Between 9:10 a.m. – 10:15 a.m., 821 Cove St, blown transformer fuse by squirrel, 5 customers affected.

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

Item #14.

<u>NAME</u>	<u>SERVICE ADDRESS</u>	<u>KWH</u>	<u>AMOUNT</u>
St. Johns Landing	1408 N. Orange Ave.	292,100	\$28,675.80
Clay County Jail	901 N. Orange Ave.	264,640	\$23,109.84
BD Of County Commissioner	825 N. Orange Ave.	208,800	\$18,121.80
Kindred Health	801 Oak St.	183,000	\$15,848.00
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	157,400	\$14,353.40
Tamko Roofing Products	914 Hall Park Rd.	136,800	\$12,605.20
Clay County Court House	825 N. Orange Ave.	133,920	\$11,353.52
National Gypsum Company	1767 Wildwood Rd.	108,640	\$ 9,789.84
Governors Creek #436	803 Oak St.	98,400	\$ 9,620.40
Garber Realty/GMC	3340 Highway 17	89,760	\$ 8,462.96
BD Of Public Instruction	2025 State Road 16	83,400	\$ 8,912.40
City of Green Cove Springs	Set Street Lights	66,392	\$ 6,717.59
City of Green Cove Springs	1277 Harbor Road	65,440	\$ 5,553.04
Clay County Driver's License	477 Houston St.	63,360	\$ 6,126.16
VAC-CON	954 Hall Park Rd.	53,280	\$ 5,233.68
BD Of Public Instruction	801 Center St.	51,040	\$ 5,210.64
Coral Ridge Foods	1165 N Orange Ave.	47,520	\$ 4,430.32
City of Green Cove Springs	925 S R 16 East South Wwtp	46,960	\$ 4,247.76
Direct TV/AT&T Services Inc.	512 Center St.	45,280	\$ 3,931.28
Pegasus Technologies	932 Pilot Dr.	44,640	\$ 4,249.64
Duval Asphalt Products, Inc	1921 Jersey Ave (east End)	43,200	\$ 7,248.20
BD Of Public Instruction	1 N Oakridge Ave	42,960	\$ 5,752.16
BD Of Public Instruction	Clay High School	42,720	\$ 5,000.72

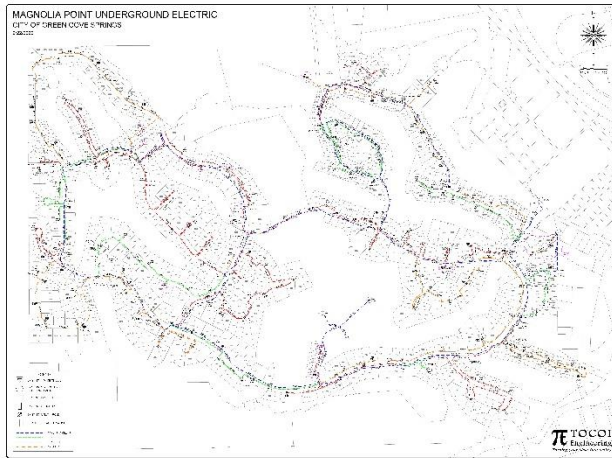
Electric Utility Department Capital Projects:

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.

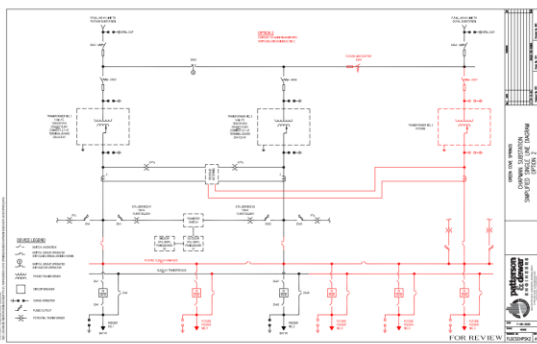
Magnolia Point Reconductor

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 Spring 2021 with completion by Winter 2021. Work will be completed by City crews with support from contractors as necessary.

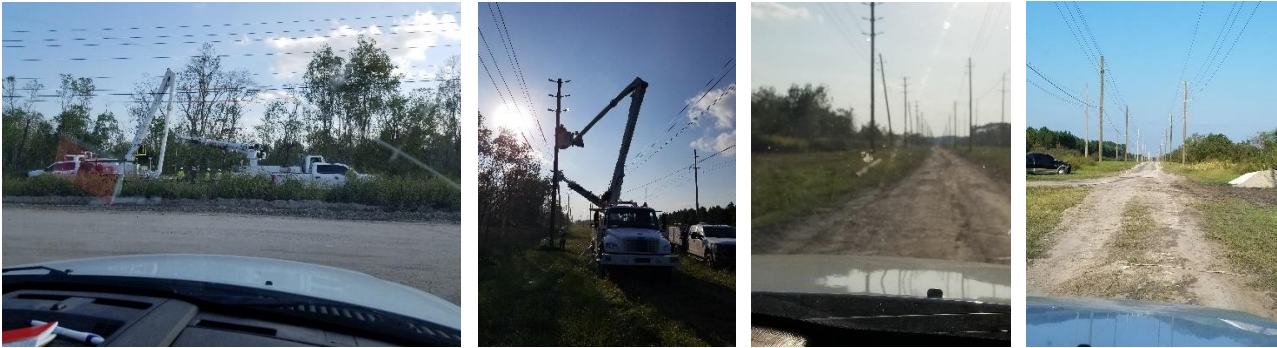


Chapman Substation upgrade

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



IRBY Construction began September 21, 2020 and the project is now complete.



Chapman 1 / Chapman 2

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

Houston St. re-conductor

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

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

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

Governors Creek Hardening Project

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



NOTES FOR MANHOLE LOCATIONS AND UG CONDUIT SPANS

1. The location of manholes and UG conduits shall be as shown on this drawing. The location of manholes and UG conduits shall be as shown on this drawing. The location of manholes and UG conduits shall be as shown on this drawing.
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The City of Green Cove Springs will be installing new PT's. The manholes will be installed at the same location as the existing manholes. The manholes will be installed at the same location as the existing manholes. The manholes will be installed at the same location as the existing manholes.

SURVEY NOTES FOR UNDERGROUND BORE PIPES UNDER GOVERNORS CREEK

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GREEN COVE SPRINGS
CLAY COUNTY, FLORIDA
GOVERNORS CREEK CROSSING
GOVERNORS CREEK APPROX. MANHOLE
LOCATIONS & UNDERGROUND CONDUITS
DWG. NO.

North and South Substation Improvements

North and South substation sub-station upgrades have begun with directional bore designs completed to install URD 23KV feeds to substation transformers eliminating the possibility of catastrophic failure in the event of lightning or material failure which could cause conductor to fall into existing bus work.