

# CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, JANUARY 07, 2025 – 6:00 PM



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*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.*

*Anyone wishing to address the City Council is requested to complete a card at the City Clerk's desk. Speakers are respectfully requested to abide by the following procedures:*

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| <i>*Limit your comments to three (3) minutes</i>              | <i>*No debating and rebuttals</i>               |
| <i>*Speak directly to the Mayor not staff or the audience</i> | <i>*Time cannot be allocated to others</i>      |
| <i>*No raising your hand and speaking from the audience</i>   | <i>*Only speak one (1) time per agenda item</i> |
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## AGENDA

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Invocation & Pledge of Allegiance to the Flag - **Bob Page**

Roll Call

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

### AWARDS & RECOGNITION

1. Proclamation - Martin Luther King, Jr Day
2. Proclamation - Arbor Day
3. Proclamation - Amazing Grace Family Farms

### PRESENTATIONS

4. FMPA - January 2025 **Bob Page**

### PUBLIC HEARINGS

5. Second and final reading of Ordinance No. O-35-2024, editing Chapter 54 in the City Code to add Article III. **Interim Chief Hines, Detective Milliken**

### 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.

6. City Council approval of the Black History Month Proclamation. **Erin West**

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- [7.](#) City Council approval of the proclamation for Carolyn Edwards, Executive Director of Clay County Habitat for Humanity. **Erin West**
  - [8.](#) City Council approval of the third amendment to the City Attorney Employment Agreement **Erin West**
  - [9.](#) City Council award of Bid 2024-09, Bayard Stormwater Improvements to DB Civil Construction in the total amount of \$875,945.00, which includes the base bid amount of \$821,945.00 and alternate #1 amount of \$54,000.00. **Greg Bauer**
  - [10.](#) City Council approval of pay application #5 to Kirby Development, Inc. In the amount of \$178,805.19, for the Julia Street Stormwater Improvement Project. **Greg Bauer**
  - [11.](#) City Council Approve Pay Application #9 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$52494.74. **Greg Bauer**
  - [12.](#) City Council approval of the Sawcross (Tender Contractor) Pay Request #8, in the amount of \$178,362.50, and authorization for the mayor to execute Disbursement Request # 24 (to follow), for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), 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**
  - [13.](#) City Council approval of the Clay Habitat - Palmer Trace Final Plat **Michael Daniels**
  - [14.](#) City Council approval of a scrivener's error. **Erin West**
  - [15.](#) City Council approval of task order to Forefront Architecture and Engineering in the amount of \$105,000.00 for the RFQ No. 2024-06 – CDBG-CV Cafetorium Architectural Services project. **Mike Null**

### COUNCIL BUSINESS

- [16.](#) First reading of Ordinance No. O-01-2025, which addresses items abandoned on City property. **L.J. Arnold, III**
- [17.](#) City Manager & City Attorney Reports / Correspondence
18. City Council Reports / Correspondence

Adjournment

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

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

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

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

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#### **ADA NOTICE**

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

#### **PUBLIC PARTICIPATION:**

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

#### **EXPARTE COMMUNICATIONS**

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

# Proclamation

**WHEREAS**, Reverend Martin Luther King, Jr. was a courageous man who changed our nation forever with his non-violent leadership, vision of equality for all, and desire to serve his fellow man; and

**WHEREAS**, Dr. King devoted his life to strengthening the content of our American character, asking us to live up to the principles upon which this country was founded, as stated in our Declaration of Independence "that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness."; and

**WHEREAS**, Dr. King devoted his life so that the dignity of every American would be respected regardless of the color of their skin; and

**WHEREAS**, Dr. King went to our Nation's Capital in the summer of 1963 and delivered his famous inspiring "I Have A Dream" speech which imprinted in our hearts and minds the message of hope, justice, an equality for all generations; and

**WHEREAS**, Dr. King would want us as Citizens of this United States of America to educate our youth on the importance of his sacrifice as well as people of all races that walked beside him for equal rights for all; and

**WHEREAS**, Dr. King espoused his desire to be remembered for his service and was quoted "that we will have to decide whether we will walk in the light of creative altruism or in the darkness of selfishness" and continued by asking "What are you doing for others?" based upon Bible scripture Mark 9:35 that states "whosoever will be great among you shall be your servant; and whosoever among will be first, shall be the servant of all"; and

**WHEREAS**, the City of Green Cove Springs would like to honor Reverend Martin Luther King, Jr. on his birthday, January 15, by remembering his leadership, courage, and dream for all.

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

**Section 1.** That all citizens of the City of Green Cove Springs are encouraged to honor Reverend Martin Luther King, Jr. by unselfishly giving their time to each other and their community on January 20, 2025.

**Section 2.** A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

**DONE AND PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7TH DAY OF JANUARY, 2025.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**



  
Steven R. Kelley, Mayor

**ATTEST:**

  
Erin West, City Clerk



# PROCLAMATION



**ARBOR DAY**  
**FRIDAY, JANUARY 17, 2025**



**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious top soil by wind and water, cut heating costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees are a source of joy and spiritual renewal; and

**WHEREAS**, Green Cove Springs has been recognized as a Tree City U.S.A. by the National Arbor Day Foundation and desires to continue its tree-planting ways.

**NOW, THEREFORE**, I, Steven R. Kelley, Mayor of the City of Green Cove Springs, Florida, do hereby proclaim Friday, January 17, 2025, as "ARBOR DAY" in Green Cove Springs, and I urge all citizens to support our City's community forestry program; and

**FURTHER**, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

**DONE AND PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7TH DAY OF JANUARY, 2025.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**



\_\_\_\_\_  
Steven R. Kelley, Mayor

**ATTEST:**

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

# Proclamation

**WHEREAS**, Justin and Kelly Mosley grew up on small family farms in Clay County, cultivating a deep appreciation for agriculture and the values it instills; and

**WHEREAS**, Justin and Kelly were married in 2004 and actively participated in the Florida Farm Bureau's Young Farmer and Rancher (YFR) Leadership Development Program, demonstrating their commitment to the future of farming in Florida; and

**WHEREAS**, in 2012, while attending a YFR Leadership Conference and participating in a workshop on agritourism, Justin and Kelly were inspired to establish an agritourism destination in Clay County; and

**WHEREAS**, this inspiration gave rise to Amazing Grace Family Farms, located on Kelly's family farm, where generations have raised cattle, grown timber, and cultivated fruits and vegetables since the late 1800s; and

**WHEREAS**, Amazing Grace Family Farms, home of the Amazing Grace Crop Maze, has become a beloved part of the community, celebrating agriculture and providing family-friendly experiences while recognizing local heroes and supporting community organizations such as fallen CCSO Det. Dave White, Caeleb Dressel, Cliff Avril, Dreams Come True, Wolfson Children's Hospital, Tim Tebow Foundation, and others; and

**WHEREAS**, this year, Amazing Grace Family Farms proudly joins the City of Green Cove Springs in celebrating its 150th Birthday, highlighting the city's rich history and vibrant community spirit.

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

**Section 1.** The City of Green Cove Springs hereby recognizes and celebrates Justin and Kelly Mosley for their dedication to agriculture, community service, and the establishment of Amazing Grace Family Farms as a cornerstone of our local heritage and culture.

**Section 2.** A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

**DONE AND PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 7TH DAY OF JANUARY, 2025.**



**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Steven R. Kelley, Mayor

ATTEST:

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

## **FMPA Report**

**January 2024**

### **Rate Call**

The average price of natural gas for the month was \$2.70. Daily natural gas prices for the past month have continued to move upward; they have ranged from \$3.19 to 3.99. The Alberta Clippers have begun to sweep across the US and the associated lower temperatures have increase heating demand for natural gas and pushed prices upward more quickly.

Natural gas accounted for 86% of the generation mix. Coal was 5%; nuclear was 5%. Solar generation was 2%.

The Rice Creek solar facility achieved Commercial Operation (CO) status on 30 December.

The peak for the month was 8 November at 3 PM.

### **Board of Directors**

There were no action items on the Board of Directors agenda.

Information items covered Stanton Energy Center negotiations and Regulatory Compliance update.

### **Executive Committee**

The Executive Committee approved the Natural Gas Price Stability Program update.

The information agenda item was Regulatory Compliance Update.

### **Energy Resource**

Hart Energy (<https://www.hartenergy.com/>) and their Newsletter (<https://www.hartenergy.com/newsletters>)



# Program Updates

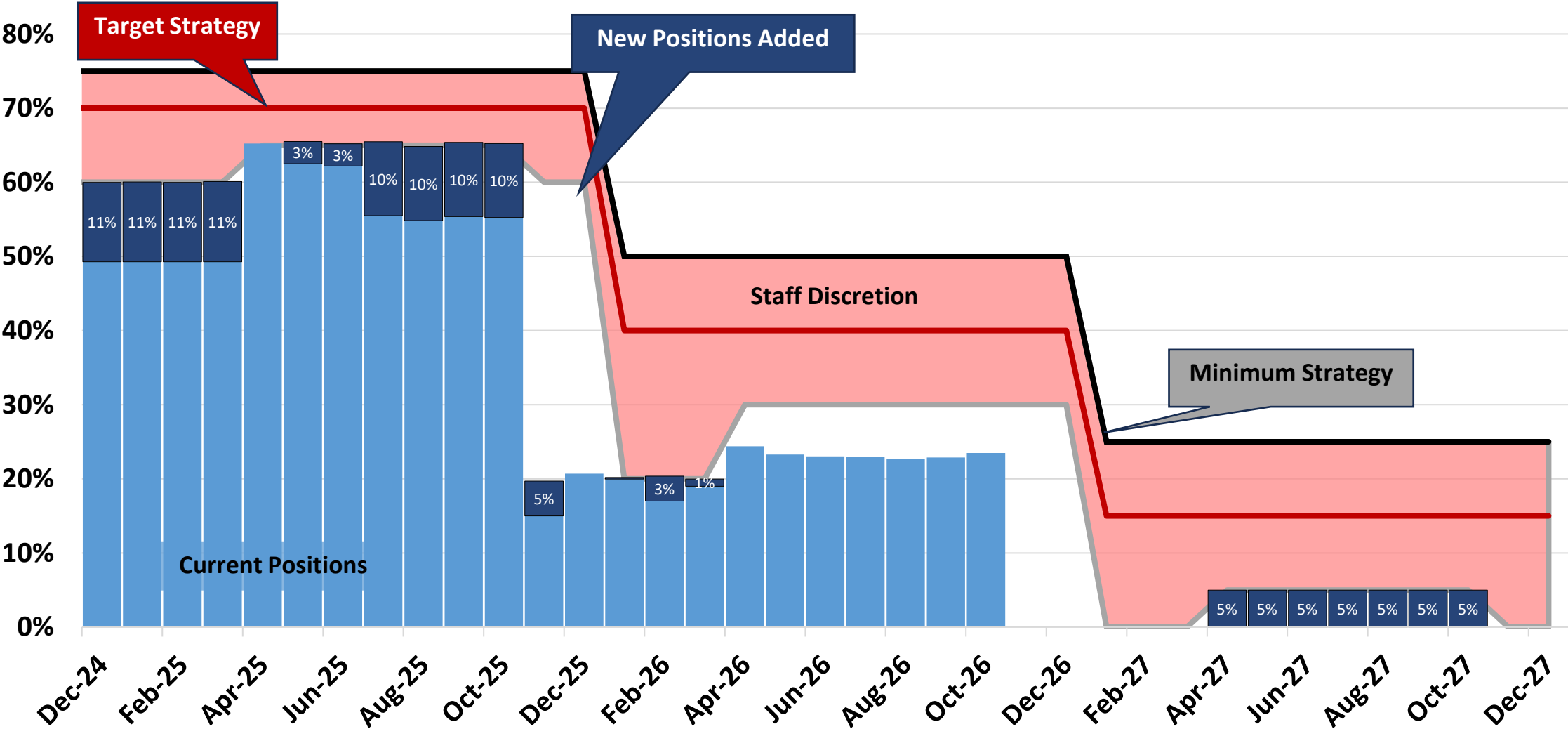
# Rate Projections Targets Approved June 20<sup>th</sup>

*No Changes in Current Pricing Periods – Adding Summer '27*

Winter Date Ranges	Target Gas Price (\$/MMBtu)	Target Rate (\$/MWh)	Summer Date Ranges	Target Gas Price (\$/MMBtu)	Target Rate (\$/MWh)	Fiscal Year	Target Rate (\$/MWh)
Nov 24 - Mar 25	\$2.87	\$82.90	Apr 25 – Oct 25	\$3.33	\$73.30	2024	\$80.26
Nov 25 - Mar 26	\$3.75	\$89.05	April 26 - Oct 26	\$3.60	\$76.91	2025	\$81.18
Nov 26 - Mar 27	\$3.85	\$89.95	April 27 - Oct 27	\$3.33	*\$78.20	2026	\$83.43

# Positions as of December

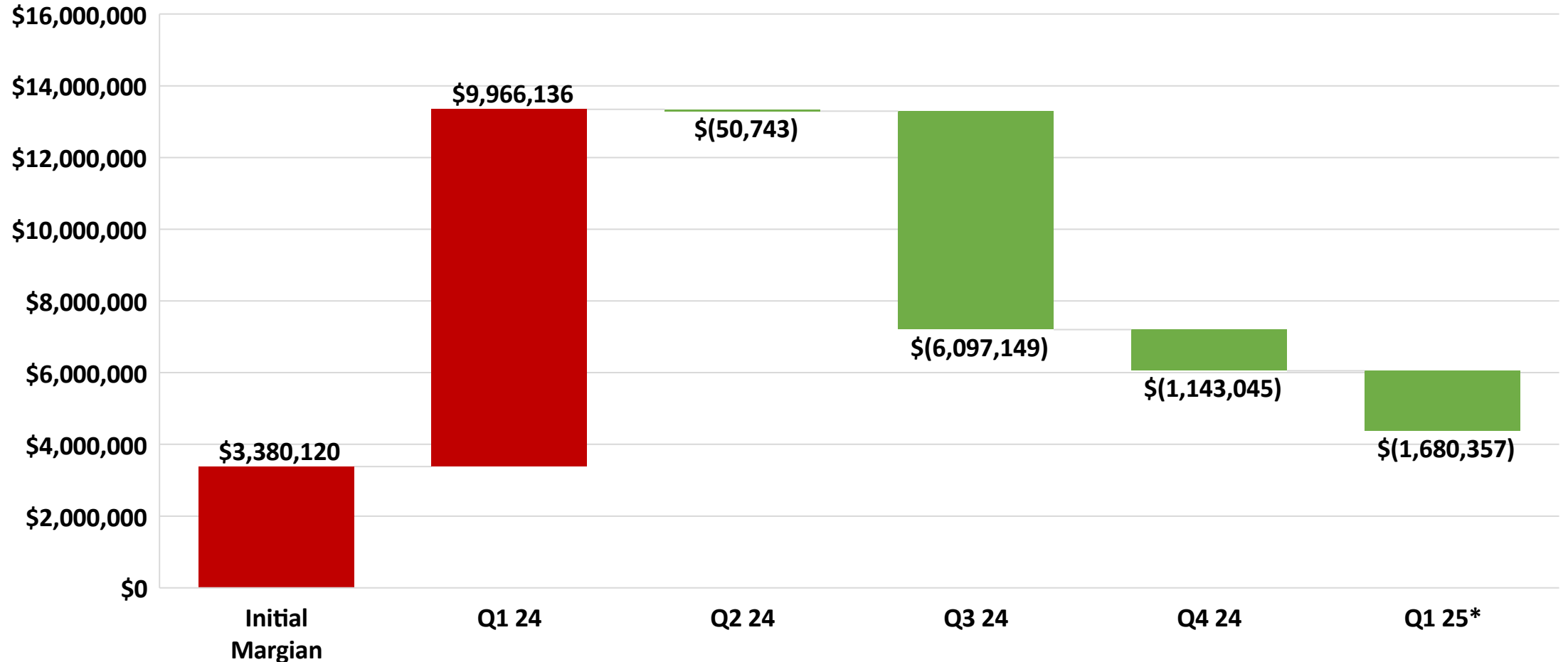
*Filling in Positions as the Market Continued to Fall*





# \$~7.2M Total Margin Changes for FY24

## *\$1.7M Margin Changes in Q1 2025*



# New Rate Projections Targets

*Projected Changes in Current Pricing Periods – Adding Summer '27*

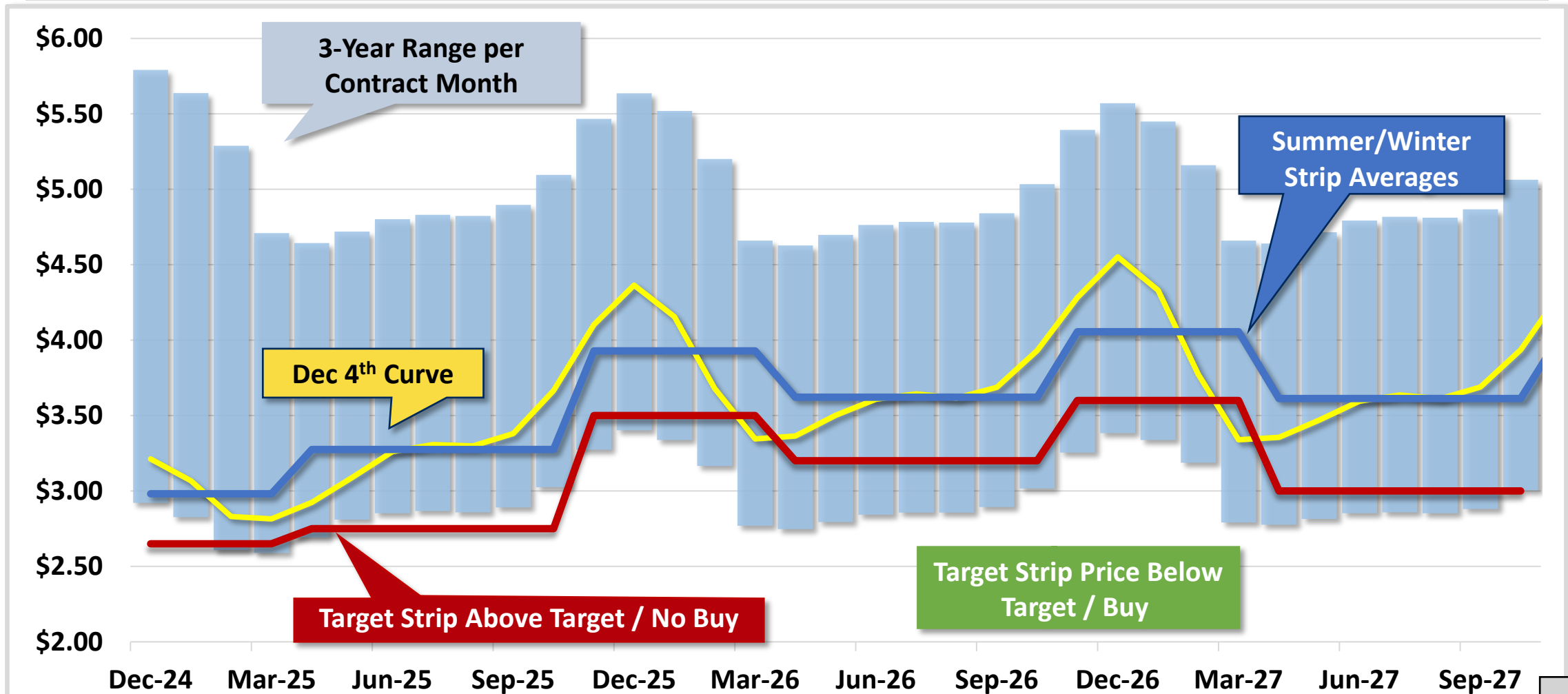
Winter Date Ranges	Target Gas Price (\$/MMBtu)	Target Rate (\$/MWh)
Nov 24 - Mar 25	\$2.65 (0.22)	\$84.69
Nov 25 - Mar 26	\$3.50 (0.25)	\$91.75
Nov 26 - Mar 27	3.60	\$89.22

Summer Date Ranges	Target Gas Price (\$/MMBtu)	Target Rate (\$/MWh)
Apr 25 – Oct 25	\$2.75 (0.58)	\$69.78
April 26 - Oct 26	\$3.20 (0.40)	\$77.12
April 27 - Oct 27	3.25 (0.??)	\$??

Fiscal Year	Target Rate (\$/MWh)
2025	\$77.23
2026	\$84.44
2027	\$??

# New Targets Below Current Market

*New Positions Expected After Initial Winter Uncertainty*



**ORDINANCE NO. O-35-2024**

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, ADDING ARTICLE III TO CHAPTER 54 OF THE CITY OF GREEN COVE SPRINGS CODE TO BE KNOWN AS THE CITY OF GREEN COVE SPRINGS SEXUAL OFFENDER AND SEXUAL PREDATOR ACT; PROVIDING FINDINGS AND INTENT, DEFINITIONS, AND RESIDENCY REQUIREMENTS; PROHIBITING PRESENCE, LOITERING OR PROWLING WITHIN CHILD SAFETY ZONES WITH EXCEPTIONS; PROHIBITING PARTICIPATION IN HALLOWEEN ACTIVITIES, WITH AN EXCEPTION; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City has the utmost interest in promoting the general health, welfare, and safety of the children of Green Cove Springs by reducing opportunities for sexual offenders and sexual predators to interact with children or to make use of public spaces for criminal intent; and

**WHEREAS**, this vital interest cannot be accomplished by a single law, but instead depends upon a cohesive and functional system of federal, state, and local laws, which must be adjusted and adapted from time to time to address new threats and circumstances as they arise; and

**WHEREAS**, currently the residency of sexual offenders and sexual predators in Green Cove Springs is governed by Section 775.215 and Section 943.0435, Florida Statutes (2024), which prohibits certain sexual offenders and sexual predators from living within 1,000 feet of schools, child care facilities, parks and playgrounds; and

**WHEREAS**, due to the substantial risk to children that recidivism poses, the City Council believes that the residency restriction of 1,000 feet, prohibited loitering at certain locations, and Halloween restrictions would provide greater protection for the children of Green Cove Springs and strike a balance between protecting children around crucial and vulnerable areas and times while still leaving available residential housing for those restricted; and

**WHEREAS**, pursuant to Section 943.0435 and Section 775.215, Florida Statutes, sexual offenders and sexual predators must report in person to the Clay County sheriff's office to register their temporary or permanent address within 48 hours of release from custody, control and/or supervision of Department of Corrections, Department of Children and Family Services or Department of Juvenile Justice; and

**WHEREAS**, the sexual offender and sexual predator mandatory registration process requires resources, warranting fees being charged to the registrants.

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

**Section 1.** Chapter 54 of the City of Green Cove Springs Code is hereby amended to create Article III entitled "Sexual Offenders and Sexual Predators," to be inserted immediately following Sec. 54-61 thereof, and to read in its entirety as follows:

**ARTICLE III. – SEXUAL OFFENDERS AND SEXUAL PREDATORS**

Sec. 54-62. – Title.

This Article shall be known and may be cited as the "Green Cove Springs Sexual Offender and Sexual Predator Act."

Sec. 54-63. – Findings and Intent.

(a) The City Council hereby finds and determines that convicted sexual offenders and sexual predators present a threat to the public safety and welfare of children and are likely to repeat their sexual offenses.

(b) It is the intent of this Article to reduce the potential risk of harm to children by limiting the opportunity for sexual offenders and sexual predators to be in contact with unsuspecting children at vulnerable times and locations in Green Cove Springs.

Sec. 54-64. – Definitions.

(a) *Child* or *children* means individuals whose chronological age is less than eighteen (18).

(b) *Child care facility* has the same meaning as provided in Section 402.302, Florida Statutes, and includes day nurseries and family day care homes, licensed by the Department of Children and Families.

(c) *Child Safety Zone* means an area three hundred (300) feet extending from schools, child care facilities, parks, playgrounds and school bus stops.

(d) *Park* has the same meaning as provided in Section 775.215, Florida Statutes, specifically all public and private property specifically designated as being used for recreational purposes and where children regularly congregate.

(e) *Participate* means actively taking part in an activity or event.

(f) *Permanent residence* has the same meaning as provided in Section 775.21, Florida Statutes, specifically a place where the person abides, lodges, or resides for 3 or more consecutive days.

(g) *Playground* has the same meaning as provided in Section 775.215, Florida Statutes, specifically a designated independent area in the community or neighborhood that is designated solely for children and has one or more play structures.

(h) *School* means a public or private kindergarten, elementary, middle or secondary(high) school.

(i) *Sexual offender* has the same meaning ascribed to such term in Section 943.0435, Florida Statutes.

(j) *Sexual Predator* means a person designated as such pursuant to the criteria established in Section 775.21, Florida Statutes.

(k) *Temporary residence* has the same meaning as provided in Section 775.21, Florida Statutes, specifically a place where the person abides, lodges, or resides, including, but not limited to, vacation, business, or personal travel destinations, for a period of 3 or more days in the aggregate during any calendar year and which is not the person's permanent address or, for a person whose permanent residence is not in this City, a place where the person is employed, practices a vocation, or is enrolled as a student for any period of time in this City.

#### Sec. 54.65. – Residency Requirements.

(a) A sexual offender or sexual predator required to register under Section 943.0435, Florida Statutes, or a sexual predator required to register under Section 775.21, Florida Statutes, may not establish a permanent or temporary residence within 1,000 feet of any school, child care facility, park, or playground.

(b) The 1,000 feet shall be measured in a straight line from the outer boundary line of the parcel of real property upon which the residential dwelling unit of the sexual offender or sexual predator is located, to the outer boundary line of the parcel of real property upon which the school, child care facility, park, or playground is located. The distance may not be measured by a pedestrian route or automobile route, but instead shall be measured as the shortest straight line between the two (2) points without regard to any intervening structures or objects. Without otherwise limiting the foregoing measurement instructions, under those circumstances in which the residential dwelling unit of the restricted sexual offender or sexual predator is within a cooperative, condominium or apartment building, the parcel of real property described in this paragraph shall consist of the parcel or parcels of real property upon which the cooperative, condominium, or apartment building that contains the residential dwelling unit of the restricted sexual offender or sexual predator is located.

(c) Exceptions. The provisions of this section shall not prohibit a sexual offender or sexual predator from continuing to reside at his or her residence:

(1) If the residence was established prior to the effective date of this Article, unless the sexual offense or a violation of probation for said offense was committed subsequent thereto.



- (2) If the person was a minor when he or she committed the sexual offense and was not convicted as an adult.
- (3) If the person is a minor.
- (4) If a school, child care facility, park, or playground is subsequently built or established within 1,000 feet of his or her established residence.

Sec. 54.66. – Prohibited Presence, Loitering or Prowling at Certain Locations; Exceptions.

(a) It is prohibited for a sexual offender or sexual predator to be on or within a Child Safety Zone. Upon registration at the Clay County Sheriff's office, the sexual offender or sexual predator shall receive a list of public and private areas that are considered to be within a Child Safety Zone of Clay County. The City of Green Cove Springs Police Department has developed a list of locations within the Child Safety Zone and updates the list annually. At time of registration, the sexual offender or sexual predator shall sign and certify that he or she has received the list of the Child Safety Zone areas from the Clay County Sheriff's office, and such list shall serve as notice to the sexual offender or sexual predator. The Green Cove Springs Police Department will have a Child Safety Zone list specific to the City of Green Cove Springs posted on the City website and a copy will be given to the Clay County Sheriff's office.

(b) Exceptions. This prohibition does not apply to:

- (1) A sexual offender or sexual predator who is in the process of dropping off or picking up his or her own child or a friend or relative's child (with the permission of the child's parent or legal guardian) from locations within a Child Safety Zone or while attending an activity with his or her own child or a friend or relative's child (with the permission of the child's parent or legal guardian) or when attending an adults only function.
- (2) A sexual offender or sexual predator who is on a prohibited location if it is a voting or voter registration location and he or she is present for the purposes of voting or registering during the hours designated for the voting or registration process, but only for the time required to complete the voting or registration process.
- (3) Traveling to or from or being at a government building for the purpose of conducting official business.
- (4) Single trips while traveling past a location specified in this section while enroute to another destination.
- (5) Traveling to or from or attendance at religious services.
- (6) A minor sexual offender or sexual predator enrolled in a Green Cove Springs public or private school in grades one (1) through twelve (12), while attending school or when present at his or her designated bus stop for transport to the school where he or she is enrolled.

(c) For the purposes of determining the minimum distance separation requirement, distance shall be measured by following a straight line from the outer property line of the area primarily designed for use by, or that is primarily used by children.

(d) For all activities involving the dropping off or picking up of a child or children, or attending an activity involving a child or children or traveling, attending services, or conducting official business as authorized above, the sexual offender or sexual predator may not remain or loiter any longer than is reasonably necessary to accomplish the task.

**Sec. 54.67. – Prohibited Halloween Activity: Exception.**

(a) It is unlawful for any sexual offender or sexual predator to participate in a Halloween event involving children, such as: distributing candy to children or other items to children on Halloween; or wearing costumes for the primary purpose of entertaining or attracting children.

(b) Any person designated a sexual offender, or sexual predator shall be required on October 31st of each year to:

- (1) Avoid all Halloween-related contact with children; and
- (2) Leave all outside residential lighting off during the evening hours after 5 p.m.; and
- (3) Exhibit no exterior decorations on his or her residence to attract or entice children to the residence.

(c) Exception. Halloween events in which the sexual offender or sexual predator is the parent or guardian of the children involved, and no non-familial children are present, are exempt from this section.

**Sec. 54.68. – Penalties.**

The failure of a sexual offender or sexual predator to comply with the terms of this Article shall constitute a misdemeanor of the second degree, punishable by a fine not to exceed \$500.00 or by imprisonment for a term not to exceed 60 days, or by both such fine and imprisonment.

**Sec. 54.69. – Applicability.**

This Article shall be effective in the City of Green Cove Springs, Florida.

**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.** This Ordinance shall become effective upon passage.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST  
READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS,  
FLORIDA, ON THIS 10TH DAY OF DECEMBER 2024.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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Steven R. Kelley, Mayor

**ATTEST:**

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Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF  
GREEN COVE SPRINGS, FLORIDA, THIS 7TH DAY OF JANUARY 2025.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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Steven R. Kelley, Mayor

**ATTEST:**

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Erin West, City Clerk

**APPROVED AS TO FORM ONLY:**

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L. J. Arnold, III, City Attorney

## CHILD SAFETY ZONES

NAME		ADDRESS	
Bannerman Learning Center		608 Mill St	
Charles E Bennet		1 S Oakridge Ave	
Green Cove Jr High		1220 Bonaventure Ave	
Springs Academy		1106 N Orange Ave	
AMI Kids Learning Center		501 Lemon St	
Carl Pugh Park		317 S West St	
Spring Park		229 Walnut St	
Vera Francis Park		1400 Martin Luther King Jr Blvd	
Augusta Savage Friendship Park		600 Walburg St	
Episcopal Children's Services		1107 Martin Luther King Jr Blvd	
Hickory Grove Early Learning Center		310 S Oakridge Ave	
Little Hands at Work LLC		1015 Martin Luther King Jr Blvd	
All Kids Learning Center		1215 Idlewild Ave	

# Proclamation

- WHEREAS,** Dr. Carter G. Woodson, founder of the Association for the Study of Negro Life and History, initiated Negro History (ASNLH) week in 1926, which grew into Black History Month during the 1970s; and
- WHEREAS,** The ASNLH was renamed in later years to The Association for the Study of African American Life and History (ASALH). The Association for the Study of African American Life and History organization announces the 2025 Black History Theme, “African Americans and Labor”; and
- WHEREAS,** Black History Month is so designated to recognize, honor and record the historical contributions and achievements made by African Americans in the Armed Forces, Architecture, Arts, Business, Civil Rights, Economics, Education, Entertainment, Exploration, History, Law, Literature, Medicine, Music, Politics, Science and Sports; and
- WHEREAS,** February is nationally designated as Black History Month, and is annually set aside for all Americans to focus on the significant role African Americans have played in our Country’s history and in the shaping of our nation and culture; and
- WHEREAS,** the Green Cove Springs City Council wishes to maintain and promote harmonious inter-cultural relations and highlight the rich ethnic and cultural diversity throughout the City of Green Cove Springs and Clay County.

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

- Section 1.** The City Council hereby proclaims the month of February 2025 as “**Black History Month**” in the City of Green Cove Springs and urges all citizens to join the Green Cove Springs City Council in celebrating February as Black History Month each year, and to share in the spirit of the Month and take part in related activities that reflect the goals of Black History Month.
- Section 2.** A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

**DONE AND PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 21ST DAY OF JANUARY 2025.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**



\_\_\_\_\_  
Steven R. Kelley, Mayor

ATTEST:

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

# Proclamation

**WHEREAS**, over the past 17 years, Carolyn Edwards has demonstrated unwavering dedication to the mission of Clay County Habitat for Humanity, Inc., serving with distinction as Family Services Coordinator for 5 years and as Executive Director for the past 12 years; and

**WHEREAS**, Carolyn has been a champion for affordable housing, advocating tirelessly for marginalized families in our community and beyond, and actively working to address housing challenges at the local and state levels; and

**WHEREAS**, she served as a State of Florida Certified Mediator for the Northeast Florida District, utilizing her skills to build bridges and foster understanding; and

**WHEREAS**, she represented our community with honor as the District 2 Representative for the Florida Affiliate State Office (ASO) of Habitat for Humanity Board of Directors, ensuring our region's voice was heard; and

**WHEREAS**, she contributed meaningfully as a member of the Clay County Affordable Housing Advisory Committee (AHAC) with the Board of County Commissioners; and

**WHEREAS**, through her leadership, Carolyn facilitated the construction of more than 60 homes for marginalized families in Clay County, transforming lives and fostering stability for generations; and

**WHEREAS**, she collaborated with local city and state governments, non-profits, and community organizations to drive affordable housing initiatives, strengthening partnerships and amplifying the impact of these efforts; and

**WHEREAS**, she engaged directly with legislators at the local, state, and federal levels, including in Tallahassee and Washington, D.C., advocating for policies and resources to expand housing opportunities; and

**WHEREAS**, after an illustrious career marked by compassion, service, and an unwavering commitment to the community, Carolyn retired from Clay County Habitat for Humanity on December 31, 2024.

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

**Section 1.** The City of Green Cove Springs hereby recognizes and celebrates Carolyn Edwards for her exemplary service, leadership, and advocacy, which have left a permanent mark on our community and set a standard of excellence for all to follow.

**Section 2.** A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

**DONE AND PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 21ST DAY OF JANUARY 2025.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**



\_\_\_\_\_  
Steven R. Kelley, Mayor

ATTEST:

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





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** January 7, 2025  
**FROM:** Erin West, City Clerk  
**SUBJECT:** City Council approval of the third amendment to the City Attorney Employment Agreement *Erin West*

### BACKGROUND

During budget workshops, the City Council agreed to increase the monthly allowance from \$200 to \$300.

### FISCAL IMPACT

The City Attorney's budget will show this impact

### RECOMMENDATION

Approve the Third Amendment to the City Attorney Employment Agreement.

## **THIRD AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT**

This Third Amendment to City Attorney Employment Agreement is made and entered into between the undersigned parties on the date shown below.

### **WITNESSETH:**

**WHEREAS**, the parties entered into the City Attorney Employment Agreement on November 5, 2013, hereafter "Employment Agreement"; and

**WHEREAS**, the parties have agreed that commencing October 1, 2024, the monthly allowance shall be \$300.00.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

### **SECTION 1.**

Section 4. A. of the City Attorney Employment Agreement (2013-2014) is hereby amended to read as follows:

#### Section 4 Office and Staffing

- A. The City Attorney shall provide a private law office and staff, including paralegals, receptionist and associates, within the City, which shall have sufficient office space to conduct City business when necessary. Furthermore, the City Attorney shall be responsible for purchasing all necessary supplies, files, file cabinets, law library, computer, programs and the like for the benefit of the City. The City Attorney shall receive an allowance of ~~\$200.00~~ \$300.00 monthly to offset some of the above out of pocket expenses he expends.

### **SECTION 2.**

All other provisions of the Employment Agreement not in conflict herewith shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Third Amendment to be duly signed and sealed on this 7<sup>th</sup> day of January, 2025.

**CITY ATTORNEY:**

**CITY OF GREEN COVE SPRINGS:**

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

By: \_\_\_\_\_  
Steven R. Kelley, Mayor

**ATTEST:**

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

## **SECOND AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT**

This Second Amendment to City Attorney Employment Agreement is made and entered into between the undersigned parties on the date shown below.

### **WITNESSETH:**

**WHEREAS**, the parties entered into the City Attorney Employment Agreement on November 5, 2013, hereafter "Employment Agreement"; and

**WHEREAS**, Section 3. A. of the Employment Agreement was amended in 2017 to increase the salary from \$2,022.26 to \$2,123.37 bi-weekly; and

**WHEREAS**, the parties have agreed that commencing October 1, 2021, the salary shall be \$2,884.61 biweekly with annual increases thereafter of five (5) percent; and

**WHEREAS**, Section 1. Term of Employment of the Employment Agreement shall be modified to provide a four (4) year term of employment beginning October 1, 2021.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

### **SECTION 1.**

The Employment Agreement is hereby amended as follows:

- A. The term of employment shall be for four (4) years beginning October 1, 2021.
- B. The Salary shall be \$2,884.61 biweekly beginning October 1, 2021, with annual increases of five (5) percent beginning October 1, 2022.

### **SECTION 2.**

All other provisions of the Employment Agreement not in conflict herewith shall remain in full force and effect.

The remainder of this page intentionally left blank.

**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to be duly signed and sealed on this \_\_\_\_\_ day of September, 2021.

**CITY ATTORNEY:**

**CITY OF GREEN COVE SPRINGS:**

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

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

**ATTEST:**

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

**AMENDMENT TO CITY ATTORNEY  
EMPLOYMENT AGREEMENT  
(2017 – 2018)**

This Amendment to City Attorney Employment Agreement (2013-2014) is made and entered into in duplicate originals this \_\_\_\_ day of September, 2017, between the City of Green Cove Springs, Florida, hereinafter referred to as the “City” or the “City Council”, as the context requires, and L. J. Arnold, III, hereinafter referred to as the “City Attorney”.

**WITNESSETH:**

**WHEREAS**, the parties hereto entered into an employment agreement on November 5, 2013; and

**WHEREAS**, the parties have agreed to amend Section 3. A. Salary and Benefits, to modify the salary from \$2,022.26 bi-weekly to \$2,123.37 which shall be effective on October 1, 2017.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1.**

Section 3. A. of the City Attorney Employment Agreement (2013-2014) is hereby amended to read as follows:

Section 3. Salary and Benefits

- A. The City Attorney’s Salary hereunder shall be ~~\$2,022.26~~ \$2,123.37 bi-weekly. The City Attorney’s payment shall be issued on the same basis as other Department Heads. At such times as deemed appropriate by the City Council, the City Attorney may receive salary adjustments.

**SECTION 2.**

All other terms and conditions of the City Attorney Employment Agreement not amended herein shall remain in full force and effect.

The remainder of this page intentionally left blank.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to City Attorney Employment Agreement (2013-2014) effective October 1, 2017.

**CITY ATTORNEY:**

**CITY OF GREEN COVE SPRINGS:**

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

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

**ATTEST:**

By: \_\_\_\_\_  
Julia W. Clevinger, City Clerk



**CITY ATTORNEY**  
**EMPLOYMENT AGREEMENT**  
**(2013 – 2014)**

This Agreement is made and executed in duplicate originals this 5<sup>th</sup> day of November, 2013, between the City of Green Cove Springs, Florida, hereinafter referred to as the "City" or the "City Council", as the context requires, and L. J. Arnold, III, hereinafter referred to as the "City Attorney".

**WITNESSETH:**

**WHEREAS**, the City employed L. J. Arnold, III as the City Attorney in January, 1977 and he has acted in such capacity since such date; and

**WHEREAS**, the City Council desires to clarify certain benefits, conditions of employment, and to set working conditions for the City Attorney; and

**WHEREAS**, the City Attorney desires to remain employed pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. TERM OF EMPLOYMENT**

The term of this Agreement shall commence on October 1, 2013 and remain in effect through Sept. 30, 2014, and be automatically extended for additional one (1) year terms unless terminated sooner by the City Council.

**SECTION 2. DUTIES**

- A. The City Attorney shall perform legal duties for the City as set forth in the City Charter, Section 3. F. herein, and Exhibit "A" attached hereto.
- B. The City Attorney shall report directly to the City Council and provide legal advice to the City Manager and staff upon request.
- C. The City Attorney agrees to abide by and perform required duties hereunder and in accordance with the legal profession and all Federal, State and municipal laws, regulations and ordinances regulating the practice of law, the City Charter and all policies and ordinances of the City of Green Cove Springs. If requested by the City Council, the City Attorney shall provide an accurate record of all time devoted to a particular City matter.
- D. The City Council may employ a special or "outside" attorney to represent the City in regard to any matter where the City Council determines that an attorney within a specialized field of law is necessary to represent the City, in whole or in part, in regard to such specialized fields and nothing contained in this Agreement shall prevent or hinder the City Council from doing so.

- E. The City Attorney may continue to operate a private law practice within the City provided he does not represent clients whose cases present a conflict of interest with his loyalty to and representation of the City.
- F. With City Council approval, the City Attorney may, at his own expense, provide a qualified, substitute attorney to provide legal advice to the City or attend City meetings when the City Attorney is absent.

### **SECTION 3. SALARY AND BENEFITS**

- A. The City Attorney's salary hereunder shall be \$2,022.26 biweekly. The City Attorney's payment shall be issued on the same basis as other Department Heads. At such times as deemed appropriate by the City Council, the City Attorney may receive salary adjustments.
- B. If travel is required outside of Clay County, the City Attorney shall receive mileage reimbursement for use of his personal vehicle for said travel in accordance with Section 112.061, Florida Statutes.
- C. The City shall pay, consistent with Section 112, Florida Statutes, tuition, travel and other such fees and costs necessary or appropriate to allow the City Attorney to attend seminars, legal educational courses, and other such meetings pertaining only to City legal matters, and provided such expenses are budgeted in the Legal Department or approved in advance by the City Council.
- D. The City shall continue to fund retirement benefits for the City Attorney at the rate of 15% (or such lesser contribution being made by the City for other Department Heads using the International City Managers Association Retirement Fund ("ICMARF") for their City retirement) of his salary to the ICMARF.
- E. In consideration of the past Agreement between the City and the City Attorney to forego raises and receive dependent health insurance paid by the City, the City shall continue to fund, for the benefit of the City Attorney, a family group health insurance and life insurance on his life at the same level of coverage as other employees. Enhanced coverage may be purchased at the expense of the City Attorney.
- F. Extraordinary Services. Notwithstanding any provision to the contrary herein, the City Attorney shall provide extraordinary services to the City when requested to do so by the City Council or City Manager and he shall be compensated a reasonable fee for such services. Hourly rate-type issues shall be paid at the government rate of \$200.00 per hour. Other services shall be compensated based upon the risk, degree of difficulty, personal liability and normally accepted fee range as approved by City Council. Extraordinary services shall include, but are not limited to, items detailed in Exhibit "A".

#### **SECTION 4. OFFICE AND STAFFING**

- A. The City Attorney shall provide a private law office and staff, including paralegals, receptionist and associates, within the City, which shall have sufficient office space to conduct City business when necessary. Furthermore, the City Attorney shall be responsible for purchasing all necessary supplies, files, file cabinets, law library, computer, programs and the like for the benefit of the City. The City Attorney shall receive an allowance of \$200.00 monthly to offset some of the above out of pocket expenses he expends.
- B. The City may allow the City Attorney to have some reasonable office space at City Hall if necessary.

#### **SECTION 5. TERMINATION BY CITY**

The City Council may terminate the employment of the City Attorney with or without cause at any time.

#### **SECTION 6. TERMINATION BY CITY ATTORNEY**

The City Attorney may terminate this Agreement by giving the City sixty (60) days advance written notice.

#### **SECTION 7. SEVERANCE**

The City Attorney shall not be entitled to any severance pay for any reason whatsoever unless otherwise allowed by law. The City Attorney shall not accumulate any annual, holiday, personal, sick, comprehensive, administrative or other such benefits.

#### **SECTION 8. BONDING / MALPRACTICE INSURANCE**

The City shall bear the cost of any fidelity or other bonds required of the City Attorney under any law or ordinance. The City Attorney shall maintain in full force and effect and pay for his own malpractice insurance premiums.

#### **SECTION 9. INDEMNIFICATION**

The City shall defend, hold harmless and indemnify the City Attorney against any tort, professional liability claim or demand, or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time from the commencement of his employment in 1977 and during the performance of the City Attorney's duties as City Attorney unless it is determined that the City Attorney acted with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The City shall be responsible for and have authority to compromise and settle any such claim or suit and pay the amount of any defense, settlement or judgment rendered thereon. The City Attorney shall fully cooperate with the City in the settlement, compromise or trial of any such claim. The provisions of any City policy or ordinance regarding the indemnification of the City's officials or employees shall apply to the indemnification of the City Attorney to the extent any such policy or ordinance does not conflict with this Section 9.

## **SECTION 10. PERFORMANCE EVALUATION**

The City Council may set goals and evaluate the performance of the City Attorney at any time they shall desire to do so.

## **SECTION 11. GENERAL PROVISIONS**

- A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this employment Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.
- B. This Agreement shall not be amended except in writings executed by both parties hereto.
- C. A failure by either party to insist upon strict performance by the other, or to exercise any other right herein, shall not constitute a waiver of such right applicable to future conduct or the accrual of such future right.
- D. The headings of Sections contained in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.
- E. The interpretation of this Agreement shall be governed by the laws of the State of Florida. Venue of any proceedings arising hereunder shall be held in Clay County, Florida.
- F. This Agreement revokes and supersedes any prior Agreements, written or oral. No representations or promises other than those set forth herein may be relied upon by either party. This Agreement represents the entire Agreement between the parties and shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated, written amendment to this Agreement signed by both parties.

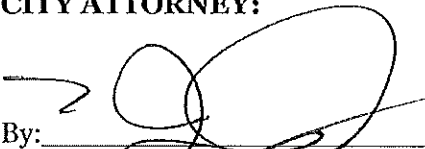
## **SECTION 12. EFFECTIVE DATE**

This Employment Agreement shall take effect on the date approved by the City Council.

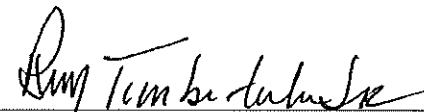
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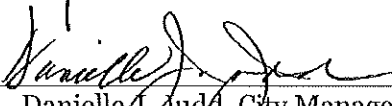
**IN WITNESS WHEREOF**, the City of Green Cove Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and City Manager, and duly attested by its City Clerk, and the City Attorney has signed and executed this Agreement, both in duplicate, the date and year first above written.

**CITY ATTORNEY:**


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

**CITY OF GREEN COVE SPRINGS:**

By:   
Roy M. Timberlake, Jr., Mayor

By:   
Danielle J. Budd, City Manager

**ATTEST:**

By:   
F. Lee Bentley, City Clerk

## EXHIBIT "A"

### BASIC DUTIES AND RESPONSIBILITIES

Prepares and/or approves as to form all major contracts, bonds, and other major instruments in which the City is concerned.

As required by the City Charter, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.

Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of a case.

Interprets laws, rulings, and regulations.

Provides verbal and written legal opinions on any question of law relating to the respective powers and duties of the City Council and City Manager or other matters as required by the City Council, City Manager and City Department Heads.

Prepares Ordinances and Resolutions requiring legal experience or as directed by the Council. Reviews and approves all Ordinances and Resolutions to be considered by the City Council.

Attends all City Council regular and special meetings to provide legal advice and opinions relative to matters under consideration by the City Council. Attends all regular and special meetings of the Planning & Zoning Board, Variance Board, Tree Board, Code Enforcement hearings if required by state law, and Charter Revision Committee Sessions. Attends other City meetings and functions at the request of the City Council.

Prepares deeds, easements and similar documents, demand letters and other legal correspondence.

Provides supervision of special or "outside" attorneys when such attorneys are retained by the City.

Prepares Department budget and assures the Department operates within the budget.

Performs other duties as assigned by the City Council.

Makes himself available for reasonable "on call" legal advice to the City seven (7) days per week except when the City Council or City Manager have been notified the City Attorney is on holiday, personal, or sick leave.

### EXTRAORDINARY SERVICES

Payment for extraordinary services will be billed at the rate stipulated in Section 3. F. Extraordinary Services would include, but are not necessarily limited to, the following:

- a. Preparation of closing documents on real estate transactions.
- b. Preparation of grant transactions where the legal costs are included in the grant.

- c. Representation on behalf of the City on bond issues or capital note transactions where the City Attorney subjects himself to personal liability for his written opinions. Such fees shall not exceed twenty-five (25) percent of the attorney fees authorized and paid to special bond/borrowing counsel.
- d. Representation of the City in court, mediation, arbitration or before administrative law judges for lawsuits or other actions or claims filed by or against the City and the preparation time for such actions.
- e. Any other legal matter when the opposing party agrees to or is ordered to pay the City Attorney's fees.
- f. Extraordinary legal services as approved by the City Council.



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** January 7<sup>th</sup>, 2024

**FROM:** Greg Bauer, Assistant Public Works Director

**SUBJECT:** Award of Bid 2024-09, Bayard Stormwater Improvements to DB Civil Construction in the total amount of \$875,945.00, which includes the base bid amount of \$821,945.00 and alternate #1 amount of \$54,000.00. *Greg Bauer*

### BACKGROUND

On the 12/19/23 Regular Session, The City Council passed Resolution No. R-26-2023, authorizing the City to borrow an amount not to exceed \$8,560,000.00 to finance the acquisition and construction of certain improvements to the City's Stormwater utility. The Bayard Stormwater Improvements includes approximately 1,100 LF of Storm pipe, 12 inlets, Headwall installation at Bayard Street outfall and partial roadway construction.

The Project was advertised for bid on December 17<sup>th</sup>, 2024 and went through the formal bid process. Five (5) bids were received from DB Civil Construction, Jax Utilities Management, Kent Brothers, Kirby Development, and Besch and Smith Civil Group. The lowest responsive bid was received from DB Civil Construction in the amount of \$875,945.00. City staff and the project engineer have all reviewed the bid results and agree to award the project to DB Civil Construction.

Final invoicing will be based on actual installed quantities.

### FISCAL IMPACT

Stormwater Fund- 406-3036-4307-5006307- \$875,945.00.

- The base bid is \$821,945.00.
  - This portion was budgeted at \$657,500.00 in the FY24-25 CIP.
    - The engineer's probable cost of construction based on the final design was \$775,000.
  - \$318,750.00 is funded by a Legislative Line Item appropriation.
  - The remaining amount of \$503,195.00 will be funded by the Stormwater Loan. The amount in excess of the approved budget will be taken from the Roberts St project, which will be delayed.
- The alternate #1 of \$54,000.00 is for milling and resurfacing, which should be funded by General Fund and not the Stormwater Fund. This amount is not currently budgeted, so staff is requesting Council approval to fund this amount from the Restricted Surtax Reserves in the General Fund.



**RECOMMENDATION**

Award Bid 2024-09, Bayard Stormwater Improvements to DB Civil Construction in the total amount of \$875,945.00, which includes the base bid amount of \$821,945.00 and alternate #1 amount of \$54,000.00.



City of Green Cove Springs  
Procurement

Item #9.

-, -  
321 Walnut Street, Green Cove Springs, FL 32043

EVALUATION TABULATION

GEN No. 2024-09

Bayard Street Stormwater Improvements

RESPONSE DEADLINE: December 17, 2024 at 10:00 am

Report Generated: Tuesday, December 31, 2024

SELECTED VENDOR TOTALS

Vendor	Total
DB Civil Construction	\$875,945.00
Jax Utilities Management, Inc.	\$1,073,282.79
Kent Bros Inc	\$1,327,353.44
Besch and Smith Civil Group	\$1,391,246.04
Kirby Development, Inc	\$1,407,924.32

BASE BID UNIT PRICE SHEET

Base Bid Unit Price Sheet					Besch and Smith Civil Group		DB Civil Construction		Jax Utilities Management, Inc.		Kent Bros Inc		Kirby Development, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization, Demobilization and General Conditions	1	LS	\$100,912.14	\$100,912.14	\$72,000.00	\$72,000.00	\$79,502.43	\$79,502.43	\$108,800.00	\$108,800.00	\$265,680.00	\$265,680.00

## EVALUATION TABULATION

GEN No. 2024-09

## Bayard Street Stormwater Improvements

Base Bid Unit Price Sheet					Besch and Smith Civil Group		DB Civil Construction		Jax Utilities Management, Inc.		Kent Bros Inc		Kirby Development, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Construction, Surveying and As-Built Drawings	1	LS	\$240,198.99	\$240,198.99	\$24,000.00	\$24,000.00	\$144,395.44	\$144,395.44	\$15,000.00	\$15,000.00	\$92,800.00	\$92,800.00
X	3	A-3 Soil Backfill	135	CY	\$84.16	\$11,361.60	\$60.00	\$8,100.00	\$38.00	\$5,130.00	\$35.60	\$4,806.00	\$39.00	\$5,265.00
X	4	Sod	1864	SY	\$12.23	\$22,796.72	\$5.00	\$9,320.00	\$12.92	\$24,082.88	\$9.90	\$18,453.60	\$10.00	\$18,640.00
X	5	Landscape	1	LS	\$30,145.82	\$30,145.82	\$500.00	\$500.00	\$22,100.00	\$22,100.00	\$25,000.00	\$25,000.00	\$56,000.00	\$56,000.00
X	6	Mill Asphalt Pavement	2298	SY	\$6.62	\$15,212.76	\$7.00	\$16,086.00	\$17.11	\$39,318.78	\$8.25	\$18,958.50	\$8.00	\$18,384.00
X	7	Type B Stabilization (LBR 40)	65	SY	\$40.30	\$2,619.50	\$65.00	\$4,225.00	\$23.81	\$1,547.65	\$110.00	\$7,150.00	\$26.00	\$1,690.00
X	8	Optional Base Group 4 (LB 100-minimum)	65	SY	\$73.73	\$4,792.45	\$90.00	\$5,850.00	\$36.25	\$2,356.25	\$110.00	\$7,150.00	\$57.00	\$3,705.00
X	9	Superpave Asphaltic Conc., Traffic C	253	TN	\$252.10	\$63,781.30	\$200.00	\$50,600.00	\$393.00	\$99,429.00	\$240.50	\$60,846.50	\$282.00	\$71,346.00
X	10	Remove Trees	2	EA	\$11,674.75	\$23,349.50	\$1,800.00	\$3,600.00	\$7,872.00	\$15,744.00	\$2,500.00	\$5,000.00	\$5,600.00	\$11,200.00
X	11	Demolish Concrete Sidewalk	34	SY	\$19.26	\$654.84	\$45.00	\$1,530.00	\$11.00	\$374.00	\$25.00	\$850.00	\$101.00	\$3,434.00

## EVALUATION TABULATION

undefined - Bayard Street Stormwater Improvements

Page 2

## EVALUATION TABULATION

GEN No. 2024-09

## Bayard Street Stormwater Improvements

Base Bid Unit Price Sheet					Besch and Smith Civil Group		DB Civil Construction		Jax Utilities Management, Inc.		Kent Bros Inc		Kirby Development, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	12	Replace Concrete Sidewalk (4 inches)	34	SY	\$74.98	\$2,549.32	\$80.00	\$2,720.00	\$57.00	\$1,938.00	\$25.00	\$850.00	\$136.00	\$4,624.00
X	13	Demolish Concrete Driveway	215	SY	\$25.54	\$5,491.10	\$45.00	\$9,675.00	\$11.00	\$2,365.00	\$25.00	\$5,375.00	\$106.00	\$22,790.00
X	14	Replace Concrete Driveway (6 inches)	215	SY	\$110.11	\$23,673.65	\$98.00	\$21,070.00	\$74.61	\$16,041.15	\$25.00	\$5,375.00	\$168.00	\$36,120.00
X	15	Demolish Brick Pavers	5	SY	\$163.73	\$818.65	\$140.00	\$700.00	\$15.00	\$75.00	\$25.00	\$125.00	\$112.00	\$560.00
X	16	Replace Brick Pavers	5	SY	\$391.20	\$1,956.00	\$350.00	\$1,750.00	\$65.00	\$325.00	\$25.00	\$125.00	\$1,200.00	\$6,000.00
X	17	Demolish 8-inch PVC Pipe	70	LF	\$180.99	\$12,669.30	\$25.00	\$1,750.00	\$10.45	\$731.50	\$20.00	\$1,400.00	\$127.00	\$8,890.00
X	18	Demolish 8-inch Clay Pipe	294	LF	\$57.10	\$16,787.40	\$25.00	\$7,350.00	\$8.88	\$2,610.72	\$20.00	\$5,880.00	\$54.00	\$15,876.00
X	19	Demolish 10-inch Clay Pipe	416	LF	\$56.03	\$23,308.48	\$25.00	\$10,400.00	\$9.29	\$3,864.64	\$25.00	\$10,400.00	\$52.00	\$21,632.00
X	20	Demolish 12-inch Clay Pipe	379	LF	\$55.54	\$21,049.66	\$25.00	\$9,475.00	\$12.00	\$4,548.00	\$35.00	\$13,265.00	\$54.00	\$20,466.00
X	21	Install DIP 8-inch sewer	6	LF	\$1,457.87	\$8,747.22	\$1,200.00	\$7,200.00	\$4,203.00	\$25,218.00	\$100.00	\$600.00	\$625.00	\$3,750.00

## EVALUATION TABULATION

undefined - Bayard Street Stormwater Improvements

## EVALUATION TABULATION

GEN No. 2024-09

## Bayard Street Stormwater Improvements

Base Bid Unit Price Sheet					Besch and Smith Civil Group		DB Civil Construction		Jax Utilities Management, Inc.		Kent Bros Inc		Kirby Development, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	22	Install HDPE 18-inch pipe	129	LF	\$429.09	\$55,352.61	\$82.00	\$10,578.00	\$73.52	\$9,484.08	\$525.00	\$67,725.00	\$262.00	\$33,798.00
X	23	Install HDPE 24-inch pipe	999	LF	\$264.24	\$263,975.76	\$98.00	\$97,902.00	\$122.73	\$122,607.27	\$545.00	\$544,455.00	\$229.00	\$228,771.00
X	24	Relocate Water Line	1	LS	\$56,177.95	\$56,177.95	\$14,000.00	\$14,000.00	\$9,967.00	\$9,967.00	\$5,000.00	\$5,000.00	\$9,448.00	\$9,448.00
X	25	Install Storm Inlets	10	EA	\$14,002.11	\$140,021.10	\$8,500.00	\$85,000.00	\$13,476.00	\$134,760.00	\$5,500.00	\$55,000.00	\$12,358.00	\$123,580.00
X	26	Conflict Manhole	1	EA	\$11,719.33	\$11,719.33	\$15,000.00	\$15,000.00	\$25,444.00	\$25,444.00	\$5,500.00	\$5,500.00	\$18,449.00	\$18,449.00
X	27	Replace Manhole	1	EA	\$7,956.63	\$7,956.63	\$10,000.00	\$10,000.00	\$16,772.00	\$16,772.00	\$4,500.00	\$4,500.00	\$11,427.00	\$11,427.00
X	28	Manatee Grate	1	EA	\$4,586.22	\$4,586.22	\$3,800.00	\$3,800.00	\$6,798.00	\$6,798.00	\$5,000.00	\$5,000.00	\$11,128.00	\$11,128.00
X	29	Install Type F Curb and Gutter	375	LF	\$52.09	\$19,533.75	\$40.00	\$15,000.00	\$54.00	\$20,250.00	\$75.00	\$28,125.00	\$70.00	\$26,250.00
X	30	Install Miami Curb and Gutter	478	LF	\$38.08	\$18,202.24	\$38.00	\$18,164.00	\$48.00	\$22,944.00	\$75.00	\$35,850.00	\$77.00	\$36,806.00
X	31	Riprap	90	TN	\$205.52	\$18,496.80	\$200.00	\$18,000.00	\$580.00	\$52,200.00	\$125.00	\$11,250.00	\$410.00	\$36,900.00
X	32	Bedding Stone	90	TN	\$192.22	\$17,299.80	\$180.00	\$16,200.00	\$78.00	\$7,020.00	\$150.00	\$13,500.00	\$177.00	\$15,930.00

## EVALUATION TABULATION

undefined - Bayard Street Stormwater Improvements

## EVALUATION TABULATION

GEN No. 2024-09

## Bayard Street Stormwater Improvements

Base Bid Unit Price Sheet					Besch and Smith Civil Group		DB Civil Construction		Jax Utilities Management, Inc.		Kent Bros Inc		Kirby Development, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	33	Environmental Protection (Includes inlet protection, silt fence and turbidity barrier)	1	LS	\$15,818.65	\$15,818.65	\$13,000.00	\$13,000.00	\$14,339.00	\$14,339.00	\$7,500.00	\$7,500.00	\$26,545.00	\$26,545.00
X	34	Stacked Block Retaining Wall	1	LS	\$83,477.86	\$83,477.86	\$237,400.00	\$237,400.00	\$69,000.00	\$69,000.00	\$150,885.00	\$150,885.00	\$72,000.00	\$72,000.00
Total						\$1,345,495.10		\$821,945.00		\$1,003,282.79		\$1,249,699.60		\$1,339,884.00

## ALTERNATE 1 - MILL AND OVERLAY

Alternate 1 - Mill and Overlay					Besch and Smith Civil Group		DB Civil Construction		Jax Utilities Management, Inc.		Kent Bros Inc		Kirby Development, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Bid Ad Alternate for paving of Bayard Ave from FDOT ROW to the new asphalt on St. Johns Ave.	1	LS	\$45,750.94	\$45,750.94	\$54,000.00	\$54,000.00	\$70,000.00	\$70,000.00	\$77,653.84	\$77,653.84	\$68,040.32	\$68,040.32
Total						\$45,750.94		\$54,000.00		\$70,000.00		\$77,653.84		\$68,040.32

## EVALUATION TABULATION

undefined - Bayard Street Stormwater Improvements



**BID OPENING RECORD SHEET BID #2024-09 December 17, 2024**

**Bayard Stormwater Improvements**

FIRMS NAME	YES/NO (ALL REQUESTED DOCUMENTS INCLUDED)	LUMP SUM BID
DB Civil		\$ 821,945.00 Alt 1 - \$54,000
Jax Utilities Management		\$ 1,003,282.79 Alt 1 \$ 70,000
Kent Brothers		\$ 1,249,699.60 Alt 1 \$ 77,653.84
Kirby Development		\$ 1,339,884.00 Alt 1 \$ 68,040.32
Bescher and Smith Civil Group		\$ 1,345,495.10 Alt 1 \$ 45,780.94

Recorded by: \_\_\_\_\_

*Greg Bauer* - Greg Bauer

Date: \_\_\_\_\_

12/17/24

BID OPENING RECORD SHEET BID#2024-09, December 17<sup>th</sup> 2024

## Bayard Stormwater Improvements

FIRMS NAME	Representative	E-mail/Phone #
City of Green Cove Springs	Greg BAUER	gbauer@greencovesprings.com 904-297-7500 Ext. 2232
city of Green Cove	Robbie Thornton	rthornton@greencove.com 904-229-9409
City Green Cove	Jason Laurenze	jlaurenza@greencovesprings.com 904-788-2287
Besch and Smith Civil	Bryan Gemmill <del>Estimate #18</del>	estimating@beschandsmith.com 904-260-6393
DB CIVIL	OPEN GOV	
JAX Utilities Management	OPEN GOV	
Kent Brothers	OPEN GOV	
Kirby Development	OPEN GOV	





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** January 7<sup>th</sup>, 2025

**FROM:** Greg Bauer, Assistant Public Works Director

**SUBJECT:** City Council approval of pay application #5 to Kirby Development, Inc. In the amount of \$178,805.19, for the Julia Street Stormwater Improvement Project.

### BACKGROUND

On the 12/19/23 Regular Session, The City Council passed Resolution No. R-26-2023, authorizing the City to borrow an amount not to exceed \$8,560,000.00 to finance the acquisition and construction of certain improvements to the City's Stormwater utility. The Julia Street Stormwater Improvement Project went through the formal bid process. Kirby Development, Inc. was the low bid.

The project consists of replacing approximately 1,200 linear feet (LF) of drainage pipe. Drainage pipe sizes range from 18" to 36". The drainage improvement project will consist of the installation of 6 inlets, manholes, and end walls. The project consists of curb and gutter, asphalt/roadway, sidewalk/driveway and riprap demolition and replacement.

On 8/6/24 City Council approved Change Order #1. Change order #1 was submitted to mitigate the conflict with the storm drainage system and the proximity of the electrical power poles. Change Order #1 includes moving the drainage system away from the poles with double inlet structures and changing the pipe material to Reinforced Concrete Pipe (RCP). The changes will allow for the electrical power poles to be safely held in place.

On 11/12/24 the City Council is presented with Change order #2. Change Order #2 includes the removal, replacement and re-mudding of three (3) sections reinforced concrete pipe (RCP), along with two riser sections and structure modifications needed from lowering of the pipe run between S-3 and S-4. Also included are two manhole conflict structures between structures S-5 and S-6. This includes the sewer removal and reconnection at these locations. Eight (8) contract days are requested due to Hurricanes Helene and Milton.

Pay application #1 is presented to Council for approval in the amount of \$123,926.79

Change order #1 was submitted in the amount of \$61,767.30.

Change order #2 was submitted in the amount of \$47,196.00

Original contract amount- \$1,239,910.03

New contract amount- \$1,348,873.33

Total contract remaining- \$574,011.63

## FISCAL IMPACT

\$178,805.19 - Stormwater CIP.

## RECOMMENDATION

Approval of pay application #5 to Kirby Development, Inc. In the amount of \$178,805.19, for the Julia Street Stormwater Improvement Project.

APPLICATION FOR PAYMENT NO. 5(Five)

PROJECT Julia Street Stormwater Improvement Project CONTRACT NO. 2024-02 PURCHASE ORDER NO. 0

For Work accomplished through the date of December 23, 2024

## A. Contract and Change Orders

1. Contract Amount	\$ 1,239,910.03
2. Executed Change Orders	\$ 108,963.30
3. Total Contract (1) + (2)	\$ 1,348,873.33

## B. Work Accomplished

4. Work Performed on Contract Amount (1)	\$ 792,438.76
5. Work Performed on Change Orders (2)	
6. Materials Stored	
7. Total Completed & Stored (4) + (5) + (6)	\$ 792,438.76
8. Retainage 5%of Item (7), not to exceed 0%of Item (3)	\$ 39,621.94
9. Less Previous Payments Made (or) Invoiced	\$ 574,011.63
10. Payment Amount Due this Application (7) - (8) -(9)	\$ 178,805.19

## CONTRACTOR'S CERTIFICATIONS

The undersigned CONTRACTOR certifies that: (1) all items and amounts shown are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from the Owner/County on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications of Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner/County at time of payment free and clear of all liens, claims, security interests and encumbrances.

Date December 23, 2024

Kirby Development, Inc

**CONTRACTOR**

By

Brian Kluge

Digitally signed by Brian Kluge  
DN: cn=US,  
c=US, o=Kirby Development, Inc.,  
ou=Kirby Development, Inc.,  
cn=Brian Kluge  
Date: 2024.12.23 09:30:33 -0500

## KIRBY DEVELOPMENT, INC

Item #10.

## QUANTITIES FOR PARTIAL PAYMENT

(Attachment TO APPLICATION FOR PAYMENT)

PROJECT NAME: Julia Street Stormwater Improvement Project

CONTRACTOR: Kirby Development, Inc

ADDRESS: 108 Lee Road Jacksonville, Florida

PHONE NO: 904-821-5010

PAY REQUEST NO.: 5(Five)

FROM: 12/4/2024 To: 12/23/2024

CONTRACT NO.: 2024-02

PURCHASE ORDER NO.: 0

Item No.	Bid No.	Description of Item	U/M	Qty Bid	Unit Cost	Total Cost	PRIOR WORK COMPLETED		COMPLETED THIS PERIOD		TOTAL WORK COMPLETED			
							Prior Qty Installed	Prior Work Completed	Units Installed	Completed This Period	Total Units Installed	Total Installed	% Complete	
1		Mobilization	LS	1	\$249,560.69	249,560.69	0.60	149,736.41	0.10	24,956.07	0.70	174,692.48	0.70	
2		Maintenance of Traffic	LS	1	\$109,976.03	109,976.03	0.50	54,988.02	0.10	10,997.60	0.60	65,985.62	0.60	
3		Sediment Barrier	LF	2409	\$3.29	7,925.61	0.00	0.00	852.00	2,803.08	852.00	2,803.08	0.35	
4		Litter Removal	AC	2.915	\$2,477.76	7,222.67	0.56	1,387.55	0.00	0.00	0.56	1,387.55	0.19	
5		Mowing	AC	2.915	\$2,151.36	6,271.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6		Clearing and Grubbing	AC	1.046	\$59,380.96	62,112.48	0.70	41,566.67	0.10	5,938.10	0.80	47,504.77	0.76	
7		Removal Of Exsting Concrete	SY	729	\$41.26	30,078.54	350.00	14,441.00	0.00	0.00	350.00	14,441.00	0.48	
8		Type B Stabilization	SY	3109	\$20.67	64,263.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
9		Reworking Lime Rock Base, 4"	SY	363	\$51.40	18,658.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10		Limerock- New Material for Reworking Base	CY	4	\$68.04	272.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
11		Optional Base Group 1	SY	2454	\$28.71	70,454.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
12		Milling Exsting Aspahlit Pavement, 2 1/2 Avg depth	SY	363	\$15.72	5,706.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13		Superpave Asphalt Concrete, Traffic B	TN	202.4	\$204.80	41,451.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
14		Inlets,Curb Type J-5, <10'	EA	3	\$10,108.80	30,326.40	2.00	20,217.60	1.00	10,108.80	3.00	30,326.40	1.00	
15		Inlets,Curb Type J-6, <10'	EA	1	\$14,304.40	14,304.40	1.00	14,304.40	0.00	0.00	1.00	14,304.40	1.00	
16		Manhole, COJ Type J-5 < 10'	EA	1	\$15,342.83	15,342.83	1.00	15,342.83	0.00	0.00	1.00	15,342.83	1.00	
17		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"SD	LF	675	\$ 236.90	159,907.50	550.00	130,295.00	120.00	28,428.00	670.00	158,723.00	0.99	
18	12/23/2024	PIPE CULVERT, OPTIONAL MATERIAL, Elliptical, 30"SD	LF	55	\$ 290.68	15,987.40	0.00	0.00	55.00	15,987.40	55.00	15,987.40	1.00	
19		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"SD	LF	405	\$ 277.00	112,185.00	277.00	76,729.00	128.00	35,456.00	405.00	112,185.00	1.00	

## QUANTITIES FOR PARTIAL PAYMENT

(Attachment TO APPLICATION FOR PAYMENT)

PROJECT NAME: Julia Street Stormwater Improvement Project

CONTRACTOR: Kirby Development, Inc

ADDRESS: 108 Lee Road Jacksonville, Florida

PHONE NO: 904-821-5010

PAY REQUEST NO.: 5(Five)

FROM: 12/4/2024 To: 12/23/2024

CONTRACT NO.: 2024-02

PURCHASE ORDER NO.: 0


Item No.	Bid No.	Description of Item	U/M	Qty Bid	Unit	Cost	Total	Cost	PRIOR WORK COMPLETED		COMPLETED THIS PERIOD		TOTAL WORK COMPLETED		
									Prior Qty Installed	Prior Work Completed	Units Installed	Completed This Period	Total Units Installed	Total Installed	% Complete
20		Winged Concrete Endwalls, U-Type Index 430-040,36"	EA	1	\$	7,014.12	7,014.12		1.00	7,014.12	0.00	0.00	1.00	7,014.12	1.00
21		Concrete Curb & Gutter, COJ Standard Curb	LF	2143	\$	44.25	94,827.75		0.00	0.00	0.00	0.00	0.00	0.00	0.00
22		Concre Curb Flush Curb	LF	22	\$	43.01	946.22		0.00	0.00	0.00	0.00	0.00	0.00	0.00
23		Concrete Sidewalk and Driveways, 6' Thick	SY	479	\$	129.00	61,791.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
24		Riprap,Rubble,Bank and Shore	TN	122.9	\$	151.38	18,604.60		122.90	18,604.60	0.00	0.00	122.90	18,604.60	1.00
25		Bedding Stone	TN	52.1	\$	80.10	4,173.21		50.00	4,005.00	2.10	168.21	52.10	4,173.21	1.00
26		Performance Turf,Sod	SY	2529	\$	9.75	24,657.75		0.00	0.00	0.00	0.00	0.00	0.00	0.00
27		Single Post Sign, F&I Ground Mount, Up to 12SF	AS	4	\$	499.50	1,998.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
28		Painted Pavment Marking,Standard,White,Soild 24" for stop Line	LF	21	\$	87.00	1,827.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
29		Painted Pavment Marking,Standard,Yellow, Soild 6"	GM	0.016	\$	129,000.00	2,064.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
30		CO#1 RCP Pipe	LS	1	\$	12,961.00	12,961.00		0.90	11,664.90	0.10	1,296.10	1.00	12,961.00	1.00
31		CO#1 Double Inlet Structures	LS	1	\$	48,806.30	48,806.30		0.90	43,925.67	0.10	4,880.63	1.00	48,806.30	1.00
32		CO# 2 Conflict Manholes	EA	2	\$	23,598.00	47,196.00		0.00	0.00	2.00	47,196.00	2.00	47,196.00	1.00
		<b>TOTALS</b>					<b>1,348,873.33</b>			<b>604,222.77</b>		<b>188,215.99</b>		<b>792,438.76</b>	

# CERTIFICATE OF PARTIAL PAYMENT

PAYMENT # 5

TOTAL DUE THIS PAYMENT \$178,805.19

CERTIFICATE OF THE VENDOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this certificate are correct and that all work has been performed and/or material applied in full accordance with the terms and conditions of the contract. I further certify that all subcontractors and suppliers having an interest in the contract have been provided their pro rata shares of the payment out of previous progress payments received for all work completed and materials furnished in the previous period, less any retainage withheld by the prime contractor pursuant to an agreement with a subcontractor. I further certify that within 10 days after receipt of payment hereon the contractor shall remit payment due to those subcontractors and suppliers hired by the contractor that furnished labor, services, or materials, the undisputed cost of which to the contractor is reflected in the payment application for which this certificate is issued. I further certify that the contractor will ensure that any subcontractor receiving such payment shall within 7 days thereafter remit payment due to subcontractors and suppliers hired by the subcontractor that furnished labor, services, or materials, the cost of which to the subcontractor is reflected in the payment application for which this certificate is issued.

Date: 12/23/2024 Vendor: Kirby Development, Inc By:  Brian Kluge



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** January 7 ,2025

**FROM:** Greg Bauer, Assistant Public Works Director

**SUBJECT:** City Council Approve Pay Application #9 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$52494.74.

### BACKGROUND

This project award incorporates two sections of the 2020 CDBG-NR grant that the City received in 2021. This project will construct the sidewalk portion as well as the stormwater portion of the grant project, with the CDBG grant funding \$600,000 of the work.

The city received two bids on this project. Besch and Smith submitted a bid of \$4,963,773.23 and CGC submitted a bid of \$9,111,431.00. The Besch and Smith bid is approximately \$2,000,000 over budget. Staff met with Besch and Smith and identified \$263,413.53 in value engineering opportunities as well as at least \$334,400.50 in direct purchasing opportunities, which will result in approximately \$23,000 in tax savings by the City purchasing the materials directly.

The recommended award amount of \$4,700,359.70 includes the reduction of \$263,413.53 in value engineering items for the stormwater portion of the project. The direct purchase items will be removed from the contract by change order once awarded to realize the tax savings to be applied to the stormwater portion of the project as well. Staff recommends award of the project to Besch and Smith in the amount of \$4,700,359.70.

### FISCAL IMPACT

As presented, the sidewalk portion of the project is \$670,223.49. This item is not specifically included in the FY 2024 approved budget; rather it was not completed in FY 2023. This portion of the contract will be funded by:

- \$267,000 in CDBG grant funds, and
- \$403,223.49 in funds re-allocated from the "Dirt Road Paving Program" line item upon Council approval.
  - As discussed during the budget process this year, the City does not intend to use dirt road funding to pave dirt roads.

The stormwater portion of the project represents the remaining \$4,030,136.21. This portion of the project will be funded by:

- \$1,000,000 of unexpended funds from the FY 2023 CIP budget for this project,
- \$333,000 in CDBG grant funds,
- \$1,176,936 in stormwater loan proceeds intended for this project, and

- \$1,520,200.21 in stormwater loan proceeds intended for the Oakridge and Highland project upon Council approval.

This stormwater funding plan along with the incorporation of the \$8,500,000 loan and additional loan-funded projects will be presented to Council at a future meeting in a formal budget amendment.

Original contract price- \$4,030,136.21

Remaining contract amount- \$298,791.90

Please note for record keeping purposes pay application #1 was submitted in April with the amount of \$0.00 requested. The contractor began construction on the sidewalk portion of the project during this time period.

### RECOMMENDATION

**Approve Pay Application #9 for the West Street CDBG Stormwater Improvements and Highland Sidewalk Improvements to Besch and Smith in the amount of \$52,494.74.**



**APPLICATION AND CERTIFICATE FOR PAYMENT**

PAGE ONE OF TWO

Item #11.

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

PROJECT: West Street Drainage & Highland Ave Sidewalk  
West Street  
Green Cove Springs, FL 32043

APPLICATION NO. 9

Distribution to:

- ☐ OWNER  
☐ ENGINEER  
☐ CONTRACTOR  
☐ PROGRAM MNGR

PERIOD TO: 12/31/24

CONTRACTOR: Besch and Smith Civil Group, Inc.  
345 Cumberland Industrial Ct.  
St Augustine, FL 32095  
904-260-6393

Project # 2023-14

CONTRACT DATE: 4/11/2024

CONTRACT FOR: SITEWORK

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		
Change Orders approved in	ADDITIONS	DEDUCTIONS
Total	\$0.00	\$0.00
Approved this Month		
Number	Date Approved	
1	6/25/2024	1,461.18
RCO#1	6/18/2024	23507.04
RCO#2		4226.82
TOTALS	\$29,195.04	\$0.00
Net change by Change Orders	\$0.00	\$29,195.04

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payments has been completed in accordance with the Contract Documents, that the 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.

CONTRACTOR: Besch and Smith Civil Group, Inc.

By:



12/23/2024

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

1. ORIGINAL CONTRACT SUM	\$	4,700,359.70
2. Net Change by Change Orders	\$	29,195.04
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	4,729,554.74
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703)	\$	4,614,011.91
5. RETAINAGE		
a. 5 % of Completed Work	\$	230,700.60
(Column L on G703)		
b. 10 % of Stored Material	\$	0.00
Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	230,700.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	4,383,311.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	4,330,816.58
8. CURRENT PAYMENT DUE	\$	52,494.73
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	346,243.43

State of Florida,  
Subscribed and sworn to before me this date

Notary Public

My Commission Expires:

TYLER JAMES RODEN  
NOTARY PUBLIC  
STATE OF FLORIDA  
NO. HH319586  
MY COMMISSION EXPIRES OCT. 06, 2026

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED  
(Attach explanation if amount certified differs from the applied for) \$52,494.73

OWNER:

By:

Date:

ENGINEER:

By:

Date:

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.

**APPLICATION AND CERTIFICATE FOR PAYMENT**PAGE ONE OF THREE Item #11.

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

PROJECT: West Street Drainage  
West Street  
Green Cove Springs, FL 32043

APPLICATION NO. 9  
PERIOD TO: 12/31/2024

Distribution to:  
☐ OWNER  
☐ ENGINEER  
☐ CONTRACTOR  
☐ PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.  
345 Cumberland Industrial Ct.  
St Augustine, FL 32095  
904-260-6393

Project # 2023-14

CONTRACT DATE: 4/11/2024

CONTRACT FOR: SITEWORK

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		
Change Orders approved in	ADDITIONS	DEDUCTIONS
Total	\$0.00	\$0.00
Approved this Month		
Number	Date Approved	
1	6/18/2024	23,507.04
2		4226.82
TOTALS		
	\$27,733.86	\$0.00
Net change by Change Orders	\$0.00	\$27,733.86

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payments has been completed in accordance with the Contract Documents, that the 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.

CONTRACTOR: Besch and Smith Civil Group, Inc.

By:

*Nicole Besch / President*

12/23/2024

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

1.	ORIGINAL CONTRACT SUM	\$	4,030,136.21
2.	Net Change by Change Orders	\$	27,733.86
3.	CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	4,057,870.07
4.	TOTAL COMPLETED & STORED TO DATE (Column L on G703)	\$	3,956,924.39
5.	RETAINAGE		
a.	5 % of Completed Work	\$	197,846.22
	(Column L on G703)		
b.	10 % of Stored Material	\$	0.00
	Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	197,846.22
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	3,759,078.17
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	3,706,583.43
8.	CURRENT PAYMENT DUE	\$	52,494.74
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	298,791.90

State of Florida,  
Subscribed and sworn to before me this date

Notary Public

My Commission Expires:

TYLER JAMES RODEN  
NOTARY PUBLIC  
STATE OF FLORIDA  
NO. HH319586  
MY COMMISSION EXPIRES OCT. 06, 2026

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED  
(Attach explanation if amount certified differs from the applied for) \$52,494.74

OWNER:

By:

Date:

ENGINEER:

By:

Date:

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 G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 9

Contractor's signed Certification is attached.

APPLICATION DATE: 12/25/2024

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

PERIOD TO: 12/31/2024

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

PROJECT NAME: West Street Drainage

A ITEM NO.	B DESCRIPTION OF WORK	C	D	E	F	G		H	I
		ORIGINAL SCHEDULED VALUE	FROM PREVIOUS APPLICATION VALUE	THIS PERIOD VALUE	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	GENERAL CONDITIONS- WEST ST DRAINAGE	\$659,888.90	\$ 631,778.22	\$ 9,964.32		\$641,742.54	97.25%	\$18,146.36	\$32,087.13
2	SILT FENCE	\$21,776.22	\$ 20,849.00	\$ 328.82		\$21,177.82	97.25%	\$598.40	\$1,058.89
3	INLET PROTECTION	\$8,745.22	\$ 8,372.44	\$ 132.05		\$8,504.49	97.25%	\$240.73	\$425.22
4	NPDES PERMIT AND MONITORING	\$6,756.62	\$ 6,469.00	\$ 102.02		\$6,571.02	97.25%	\$185.60	\$328.55
5	CLEARING GRUBBING AND STRIPPING	\$34,895.63	\$ 34,895.63			\$34,895.63	100.00%	\$0.00	\$1,744.78
6	HOLD POWER POLES	\$17,348.02	\$ 17,348.02			\$17,348.02	100.00%	\$0.00	\$867.40
7	SIDEWALK REMOVAL	\$14,221.69	\$ 14,221.69			\$14,221.69	100.00%	\$0.00	\$711.08
8	CURB REMOVAL	\$21,753.60	\$ 21,753.60			\$21,753.60	100.00%	\$0.00	\$1,087.68
9	ADJUST/RELOCATE WATER VALVES	\$17,563.32	\$ 17,563.32			\$17,563.32	100.00%	\$0.00	\$878.17
10	REMOVE 6" CONCRETE PAVING	\$2,882.88	\$ 2,882.88			\$2,882.88	100.00%	\$0.00	\$144.14
11	REMOVE EXIST. CL FENCE	\$2,607.60	\$ 2,607.60			\$2,607.60	100.00%	\$0.00	\$130.38
12	8" SEWER MAIN REMOVAL 5.90LB/LF	\$3,644.40	\$ 3,644.40			\$3,644.40	100.00%	\$0.00	\$182.22
13	REMOVE WATERMAIN (8")	\$6,631.20	\$ 6,631.20			\$6,631.20	100.00%	\$0.00	\$331.56
14	REMOVE 18" CMP	\$49,271.82	\$ 49,271.82			\$49,271.82	100.00%	\$0.00	\$2,463.59
15	REMOVE 30" CMP	\$112,403.06	\$ 112,403.06			\$112,403.06	100.00%	\$0.00	\$5,620.15
16	REMOVE 36" CMP	\$59,455.03	\$ 59,455.03			\$59,455.03	100.00%	\$0.00	\$2,972.75
17	REMOVE 54" CMP	\$141,001.50	\$ 141,001.50			\$141,001.50	100.00%	\$0.00	\$7,050.08
18	REMOVE EXISTING PRECAST STRUCTURES (0/4)	\$7,551.48	\$ 7,551.48			\$7,551.48	100.00%	\$0.00	\$377.57
19	REMOVE EXISTING PRECAST STRUCTURES (4/6)	\$14,987.40	\$ 14,987.40			\$14,987.40	100.00%	\$0.00	\$749.37
20	REMOVE EXISTING PRECAST STRUCTURES (6/8)	\$19,482.82	\$ 19,482.82			\$19,482.82	100.00%	\$0.00	\$974.14
21	REMOVE EXISTING PRECAST STRUCTURES (8/10)	\$22,877.26	\$ 22,877.26			\$22,877.26	100.00%	\$0.00	\$1,143.86
22	REMOVE EXISTING PRECAST STRUCTURES (10/12)	\$16,426.65	\$ 16,426.65			\$16,426.65	100.00%	\$0.00	\$821.33
23	SAW CUT ASPHALT	\$6,531.32	\$ 6,531.32			\$6,531.32	100.00%	\$0.00	\$326.57
24	R AND R FENCE AT POND	\$4,003.39	\$ 4,003.39			\$4,003.39	100.00%	\$0.00	\$200.17
25	DEWATER FOR STORM INSTALLATION	\$129,501.73	\$ 129,501.73			\$129,501.73	100.00%	\$0.00	\$6,475.09
26	STRIP TOPSOIL (HAUL OFFSITE)	\$7,446.00	\$ 7,446.00			\$7,446.00	100.00%	\$0.00	\$372.30
27	BORROW FILL (TRUCK MEASURE) FILL FOR SIDEWALK REMOVAL	\$110,915.00	\$ 110,915.00			\$110,915.00	100.00%	\$0.00	\$5,545.75
28	REMOVAL AND REPLACEMENT OF UNSUITABLE SOILS IN PIPE TR	\$223,968.00	\$ 223,968.00			\$223,968.00	100.00%	\$0.00	\$11,198.40
29	SWALE GRADING	\$3,155.20	\$ 3,155.20			\$3,155.20	100.00%	\$0.00	\$157.76
30	ROUGH GRADING SITE	\$17,992.92	\$ 17,992.92			\$17,992.92	100.00%	\$0.00	\$899.65
31	FINE GRADING SITE (ROUGH GRADE MINUS CONCRETE AREA)	\$21,069.40	\$ 21,069.40			\$21,069.40	100.00%	\$0.00	\$1,053.47
32	FINE GRADING POND SLOPES	\$2,037.74				\$0.00	0.00%	\$2,037.74	\$0.00
33	CURB GRADING	\$9,081.60	\$ 7,500.00	\$ 1,581.60		\$9,081.60	100.00%	\$0.00	\$454.08
34	R&R 4' CHAINLINK FENCE	\$10,121.67		\$ 5,000.00		\$5,000.00	49.40%	\$5,121.67	\$250.00
35	8" DR-18 PIPE WATER	\$9,661.80	\$ 9,661.80			\$9,661.80	100.00%	\$0.00	\$483.09
36	CONNECT TO EXIST 8"	\$6,642.46	\$ 6,642.46			\$6,642.46	100.00%	\$0.00	\$332.12
37	8"SDR-26 6/8' GRAVITY SEWER	\$17,208.20	\$ 17,208.20			\$17,208.20	100.00%	\$0.00	\$860.41
38	CONNECT TO EXIST (SEWER)	\$20,122.80	\$ 20,122.80			\$20,122.80	100.00%	\$0.00	\$1,006.14
39	SEWER BYPASS PUMPING	\$28,863.63	\$ 28,863.63			\$28,863.63	100.00%	\$0.00	\$1,443.18
40	18" HDPE (0/6") DRAINAGE 7 RUNS	\$69,084.00	\$ 69,084.00			\$69,084.00	100.00%	\$0.00	\$3,454.20
41	18" HDPE (6/8") DRAINAGE 1 RUN	\$23,100.40	\$ 23,100.40			\$23,100.40	100.00%	\$0.00	\$1,155.02
42	30" HDPE 6/8 DRAINAGE 4 RUNS	\$317,842.20	\$ 317,842.20			\$317,842.20	100.00%	\$0.00	\$15,892.11
43	30" HDPE (8/10) DRAINAGE 2 RUNS	\$37,237.80	\$ 37,237.80			\$37,237.80	100.00%	\$0.00	\$1,861.89

44	36" HDPE (8/10) DRAINAGE 4 RUNS	\$159,984.00	\$ 159,984.00			\$159,984.00	100.00%	\$0.00	\$7,999.20
45	36" HDPE (10/12) DRAINAGE 2 RUNS	\$73,029.60	\$ 73,029.60			\$73,029.60	100.00%	\$0.00	\$3,651.48
46	48" HDPE (8/10) DRAINAGE 2 RUNS	\$147,984.20	\$ 147,984.20			\$147,984.20	100.00%	\$0.00	\$7,399.21
47	48" HDPE (10/12) DRAINAGE 6 RUNS	\$336,160.00	\$ 336,160.00			\$336,160.00	100.00%	\$0.00	\$16,808.00
48	48" HDPE (12/14) DRAINAGE 1 RUN	\$36,372.40	\$ 36,372.40			\$36,372.40	100.00%	\$0.00	\$1,818.62
49	CURB INLET (0/4') (WE-6,WE-16,WE-18)	\$38,370.54	\$ 38,370.54			\$38,370.54	100.00%	\$0.00	\$1,918.53
50	CURB INLET (4/6') (WE-10,WE-12,WE-14,WE-17)	\$52,199.04	\$ 52,199.04			\$52,199.04	100.00%	\$0.00	\$2,609.95
51	CURB INLET (6/8') (WE-4,WE-15,WE-19)	\$44,448.63	\$ 44,448.63			\$44,448.63	100.00%	\$0.00	\$2,222.43
52	CURB INLET (8/10') (WE-8,WE-11,WE-13)	\$56,870.25	\$ 56,870.25			\$56,870.25	100.00%	\$0.00	\$2,843.51
53	CURB INLET (10/12') (WE-5,WE-7,WE-9)	\$62,314.62	\$ 62,314.62			\$62,314.62	100.00%	\$0.00	\$3,115.73
54	CURB INLET (12/14') (WE-3)	\$20,149.20	\$ 20,149.20			\$20,149.20	100.00%	\$0.00	\$1,007.46
55	STORM MANHOLE (6/8') (D-7,D-8)	\$22,179.94	\$22,179.94			\$22,179.94	100.00%	\$0.00	\$1,109.00
56	STORM MANHOLE (8/10') (D-5,D-6,WE-59B,WE-61)	\$55,234.92	\$ 55,234.92			\$55,234.92	100.00%	\$0.00	\$2,761.75
57	STORM CONFLICT MANHOLE (8/10') (D-5A)	\$11,241.81	\$ 11,241.81			\$11,241.81	100.00%	\$0.00	\$562.09
58	STEEL CASING FOR CONFLICT STRUCTURE	\$12,264.05	\$12,264.05			\$12,264.05	100.00%	\$0.00	\$613.20
59	STORM MANHOLE (10/12') (D-2,D-3,D-4)	\$47,061.03	\$ 47,061.03			\$47,061.03	100.00%	\$0.00	\$2,353.05
60	48"POURED IN PLACE MES SUBCONTRACTOR (D-1)	\$8,241.19	\$ 4,000.00	\$ 4,241.19		\$8,241.19	100.00%	\$0.00	\$412.06
61	6" CONCRETE PAVING	\$10,276.06	\$ 6,000.00	\$ 4,276.06		\$10,276.06	100.00%	\$0.00	\$513.80
62	18" CITY STANDARD CURB (SUBCONTRACTOR)	\$64,574.40	\$ 64,574.40			\$64,574.40	100.00%	\$0.00	\$3,228.72
63	CONCRETE FLUMES	\$2,133.84		\$ 2,133.84		\$2,133.84	100.00%	\$0.00	\$106.69
64	4" CONCRETE SIDEWALK (SUBCONTRACTOR)	\$88,098.21	\$ 88,098.21			\$88,098.21	100.00%	\$0.00	\$4,404.91
65	CONCRETE SIDEWALK RAMPS (SUBCONTRACTOR)	\$11,754.45	\$ 11,754.45			\$11,754.45	100.00%	\$0.00	\$587.72
66	TEMP ASPHALT	\$153,201.88	\$ 153,201.88			\$153,201.88	100.00%	\$0.00	\$7,660.09
67	LIMEROCK & SUBGRADE RESTORATION	\$297,497.72	\$ 270,000.00	\$ 27,497.72		\$297,497.72	100.00%	\$0.00	\$14,874.89
68	1.5" S-III ASPHALT PAVING (SP-9.5)	\$120,417.50	\$ 60,000.00			\$60,000.00	49.83%	\$60,417.50	\$3,000.00
69	STRIPING & SIGNS	\$7,480.28				\$0.00	0.00%	\$7,480.28	\$0.00
70	SLAB SOD (BAHIA) SUB (FINE GRADE AREAS)	\$16,250.40	\$ 9,000.00			\$9,000.00	55.38%	\$7,250.40	\$450.00
71	CREDIT LAY DOWN AREA	(\$13,000.00)	\$ (12,467.00)			(\$12,467.00)	95.90%	(\$533.00)	(\$623.35)
72	CREDIT QC MANUAL	(\$1,000.00)	\$ (1,000.00)			(\$1,000.00)	100.00%	\$0.00	(\$50.00)
73	CREDIT TELEVISING STORM PIPE	(\$30,000.00)	\$ (30,000.00)			(\$30,000.00)	100.00%	\$0.00	(\$1,500.00)
74	CREDIT HOLDING OF POWER POLES	(\$17,348.02)	\$ (17,348.02)			(\$17,348.02)	100.00%	\$0.00	(\$867.40)
75	CREDIT SEWER BY-PASS	(\$28,863.63)	\$ (28,863.63)			(\$28,863.63)	100.00%	\$0.00	(\$1,443.18)
76	CREDIT TEMPORARY ASPHALT	(\$153,201.88)	\$ (153,201.88)			(\$153,201.88)	100.00%	\$0.00	(\$7,660.09)
77	CREDIT OF MATERIALS CONTINGENCY	(\$10,000.00)	\$ (10,000.00)			(\$10,000.00)	100.00%	\$0.00	(\$500.00)
78	CREDIT FOR DETOURS	(\$10,000.00)	\$ (10,000.00)			(\$10,000.00)	100.00%	\$0.00	(\$500.00)
79	RCO#1 Additional Storm Box	\$23,507.04	\$ 23,507.04			\$23,507.04	100.00%	\$0.00	\$1,175.35
80	RCO#2 Sewer Repair	\$4,226.82	\$ 4,226.82			\$4,226.82	100.00%	\$0.00	\$211.34
	<b>TOTAL:</b>	<b>\$4,057,870.07</b>	<b>\$3,901,666.77</b>	<b>\$ 55,257.62</b>	<b>\$0.00</b>	<b>\$3,956,924.39</b>	<b>97.51%</b>	<b>\$100,945.68</b>	<b>\$197,846.22</b>

**APPLICATION AND CERTIFICATE FOR PAYMENT**

PAGE ONE OF TWO

Item #11.

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

PROJECT: Highlands Ave Sidewalk  
West Street  
Green Cove Springs, FL 32043

APPLICATION NO.9

PERIOD TO:12/31/24

Distribution to:

- ☐ OWNER  
☐ ENGINEER  
☐ CONTRACTOR  
☐ PROGRAM MNGR

CONTRACTOR: Besch and Smith Civil Group, Inc.  
345 Cumberland Industrial Ct.  
St Augustine, FL 32095  
904-260-6393

Project # 2023-14

CONTRACT DATE: 4/11/2024

CONTRACT FOR: SITEWORK

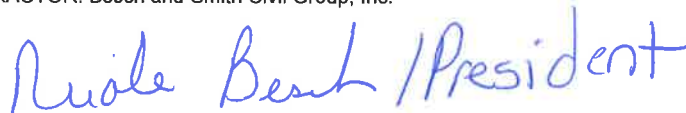
**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		
Change Orders approved in	ADDITIONS	DEDUCTIONS
Total	\$0.00	\$0.00
Approved this Month		
Number	Date Approved	
1	6/25/2024	1,461.18
TOTALS		
	\$1,461.18	\$0.00
Net change by Change Orders	\$0.00	\$1,461.18

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payments has been completed in accordance with the Contract Documents, that the 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.

CONTRACTOR: Besch and Smith Civil Group, Inc.

By:



12/23/2024

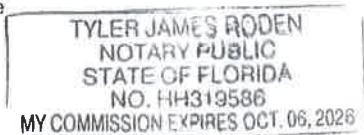
Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	670,223.49
2. Net Change by Change Orders	\$	1,461.18
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	671,684.67
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703)	\$	657,087.52
5. RETAINAGE		
a. 5 % of Completed Work	\$	32,854.38
(Column L on G703)		
b. 10 % of Stored Material	\$	0.00
Total Retainage (Line 5a + 5b or (Total in Column L of G703)	\$	32,854.38
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	624,233.14
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	624,233.14
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	47,451.53

State of Florida,  
Subscribed and sworn to before me this date

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 above 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 Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the applied for)

\$0.00

OWNER:

By:

Date:

ENGINEER:

By:

Date:

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 G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 9

APPLICATION DATE: 12/25/2024

PERIOD TO: 12/31/2024

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

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

PROJECT NAME: Highlands Ave Sidewalk

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	FROM PREVIOUS APPLICATION VALUE	THIS PERIOD VALUE	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	<b>GENERAL CONDITIONS HIGHLANDS AVE SIDEWALKS</b>	\$120,173.46	\$ 115,223.16			\$115,223.16	95.88%	\$4,950.30	\$5,761.16
2	SILT FENCE	\$30,756.17	\$ 30,756.17			\$30,756.17	100.00%	\$0.00	\$1,537.81
3	INLET PROTECTION	\$12,353.02	\$ 12,353.02			\$12,353.02	100.00%	\$0.00	\$617.65
4	NPDES PERMIT AND MONITORING	\$9,546.48	\$ 9,069.23			\$9,069.23	95.00%	\$477.25	\$453.46
5	CLEARING GRUBBING AND STRIPPING	\$44,249.53	\$ 44,249.53			\$44,249.53	100.00%	\$0.00	\$2,212.48
6	SAW CUT CONCRETE	\$4,768.98	\$ 4,768.98			\$4,768.98	100.00%	\$0.00	\$238.45
7	SAW CUT ASPHALT	\$1,576.80	\$ 1,576.80			\$1,576.80	100.00%	\$0.00	\$78.84
8	REMOVE EXISTING PLANTERS	\$2,431.22	\$ 2,431.22			\$2,431.22	100.00%	\$0.00	\$121.56
9	SIDEWALK REMOVAL INCLUDES FLUMES	\$1,523.34	\$ 1,523.34			\$1,523.34	100.00%	\$0.00	\$76.17
10	REMOVE ASPHALT (ROADWAY)	\$1,233.54	\$ 1,233.54			\$1,233.54	100.00%	\$0.00	\$61.68
11	REMOVE 6" CONCRETE PAVING	\$4,811.94	\$ 4,811.94			\$4,811.94	100.00%	\$0.00	\$240.60
12	CURB REMOVAL	\$1,875.65	\$ 1,875.65			\$1,875.65	100.00%	\$0.00	\$93.78
13	REMOVE & REPLACE DOT MAILBOX	\$12,394.89	\$ 12,394.89			\$12,394.89	100.00%	\$0.00	\$619.74
14	RELOCATE EXISTING FIRE HYDRANT	\$21,411.45	\$ 21,411.45			\$21,411.45	100.00%	\$0.00	\$1,070.57
15	RELOCATE EXISTING SIGNS	\$2,100.14	\$ 2,100.14			\$2,100.14	100.00%	\$0.00	\$105.01
16	ADJUST WATER METER BOX	\$3,466.92	\$ 3,466.92			\$3,466.92	100.00%	\$0.00	\$173.35
17	ADJUST AT&T HAND BOX	\$3,150.27	\$ 3,150.27			\$3,150.27	100.00%	\$0.00	\$157.51
18	STRIP TOPSOIL (HAUL OFFSITE)	\$15,543.00	\$ 15,543.00			\$15,543.00	100.00%	\$0.00	\$777.15
19	BORROW FILL (TRUCK MEASURE)	\$22,618.08	\$ 22,618.08			\$22,618.08	100.00%	\$0.00	\$1,130.90
20	ROUGH GRADING SITE	\$9,355.50	\$ 9,355.50			\$9,355.50	100.00%	\$0.00	\$467.78
21	FINE GRADING SITE (ROUGH GRADE MINUS CONCRETE AREAS)	\$16,582.72	\$ 12,000.00			\$12,000.00	72.36%	\$4,582.72	\$600.00
22	6" CONCRETE PAVING	\$50,004.27	\$ 50,004.27			\$50,004.27	100.00%	\$0.00	\$2,500.21
23	TURNDOWN SIDEWALK (SUBCONTRACTOR)	\$5,802.06	\$ 5,802.06			\$5,802.06	100.00%	\$0.00	\$290.10
24	4" CONCRETE SIDEWALK (SUBCONTRACTOR)	\$163,465.20	\$ 163,465.20			\$163,465.20	100.00%	\$0.00	\$8,173.26
25	CONCRETE SIDEWALK RAMPS (SUBCONTRACTOR)	\$25,769.92	\$ 25,769.92			\$25,769.92	100.00%	\$0.00	\$1,288.50
26	18" CITY STANDARD CURB (SUBCONTRACTOR)	\$6,774.88	\$ 6,774.88			\$6,774.88	100.00%	\$0.00	\$338.74
27	SLAB SOD (BAHIA) SUB (FINE GRADE AREAS)	\$14,586.88	\$10,000.00			\$10,000.00	68.55%	\$4,586.88	\$500.00
28	HYDROBLAST EXISTING STOP BARS AND CROSSWALKS	\$600.51	\$ 600.51			\$600.51	100.00%	\$0.00	\$30.03
29	NEW STRIPING STOP BARS AND CROSSWALKS	\$13,042.52	\$ 13,042.52			\$13,042.52	100.00%	\$0.00	\$652.13
30	NEW SIGNAGE INCLUDING SOLAR POWERED SIGN	\$25,354.79	\$ 25,354.79			\$25,354.79	100.00%	\$0.00	\$1,267.74
31	HANDRAIL	\$22,899.36	\$ 22,899.36			\$22,899.36	100.00%	\$0.00	\$1,144.97
32	CO#1	\$1,461.18	\$ 1,461.18			\$1,461.18	100.00%	\$0.00	\$73.06
	<b>TOTAL:</b>	<b>\$671,684.67</b>	<b>\$657,087.52</b>	<b>\$ -</b>	<b>\$0.00</b>	<b>\$657,087.52</b>	<b>97.83%</b>	<b>\$14,597.15</b>	<b>\$32,854.38</b>



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** January 7, 2025

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

**SUBJECT:** City Council approval of the Sawcross (Tender Contractor) Pay Request #8, in the amount of \$178,362.50, and authorization for the mayor to execute Disbursement Request # 24 (to follow), for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF), 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.

On March 16, 2021, Council approved and executed the contract between the city and Williams Industrial.

On July 19, 2023, Williams Industrial abandoned the site and filed bankruptcy. Since that time staff have been working with the Surety (performance bond insurance company) to replace Williams Industrial with a substitute contractor to finish construction.

The Surety, in cooperation with city staff, has selected Sawcross Inc. as the completion contractor (referred to in legal documents as the Tender Contractor). The City and Sawcross now have the standard Owner / Contractor relationship and Sawcross is completing the construction of the facility.

The following items have been received.

- Fully Executed Tender & Release Agreement
- Performance and Payment Bond from Sawcross to the City
- Executed Debarment Form from Sawcross to the City.

Due to the bankruptcy of Williams Industrial, and the subsequent hiring of Sawcross as the Tender Contractor, the cost to complete the plant rose from \$2,640,255.19 to \$4,713,219.00. The surety paid the city \$2,072,963.81 over and above the original contract price.

The remaining \$92,245.51 of grant funds provided by the St. Johns River Water Management District (SJRWMD) were expended with Tender Contractors Pay Request #6.

Soon to follow will be Disbursement Request #23 for the mayors execution.

## FISCAL IMPACT

\$178,362.50 from the Wastewater CIP Budget

## RECOMMENDATION

Approve Sawcross (Tender Contractor) Pay Request #8, in the amount of \$178,362.50, and authorize the mayor to execute Disbursement Request # 24



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



Item #12.

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

December 30, 2024

VIA EMAIL

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

RE: Tender Contractor's Pay Request No. 8  
DEP SRF Harbor Road WRF Expansion, Ph. 2  
SRF Agreement No. WW100420  
City of Green Cove Springs, Florida  
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 8 from Sawcross, Inc. 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 \$178,362.50 and should be paid with SRF funds.

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: Sawcross, Inc.

MITTAUER & ASSOC., INC.  
DEC 29 2024

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Green Cove Springs</u> <b>Engineer:</b> <u>Mittauer &amp; Associates</u> <b>Contractor:</b> <u>Sawcross, Inc</u> <b>Project:</b> <u>DEP SRF Harbor Road WRF Expansion Ph. 2</u> <b>Contract:</b> _____	<b>Owner's Project No.:</b> _____ <b>Engineer's Project No.:</b> <u>8905-56-1</u> <b>Contractor's Project No.:</b> <u>2406</u>																								
<b>Application No.:</b> <u>8</u> <b>Application Date:</b> <u>12/31/2024</u> <b>Application Period:</b> <u>From</u> <u>12/1/2024</u> <u>to</u> <u>12/31/2024</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 4,713,219.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 4,713,219.00</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 3,274,250.00</td> </tr> <tr> <td colspan="2">5. Retainage</td> </tr> <tr> <td style="padding-left: 20px;">a. 5% X \$ 3,274,250.00 Work Completed =</td> <td style="text-align: right;">\$ 163,712.50</td> </tr> <tr> <td style="padding-left: 20px;">b. 5% X \$ - Stored Materials =</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 163,712.50</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 3,110,537.50</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 2,932,175.00</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 178,362.50</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$ 1,602,681.50</td> </tr> </table>		1. Original Contract Price	\$ 4,713,219.00	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 4,713,219.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,274,250.00	5. Retainage		a. 5% X \$ 3,274,250.00 Work Completed =	\$ 163,712.50	b. 5% X \$ - Stored Materials =	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 163,712.50	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,110,537.50	7. Less previous payments (Line 6 from prior application)	\$ 2,932,175.00	8. Amount due this application	\$ 178,362.50	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,602,681.50
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<b>Contractor's Certification</b> The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
<b>Contractor:</b> <u>Sawcross Incorporated</u> <b>Signature:</b> _____ <b>Date:</b> <u>12/31/2024</u>																									
<b>Recommended by Engineer</b> <b>By:</b> <u>Jason Shepler</u> <b>Title:</b> <u>VP Environmental Services</u> <b>Date:</b> <u>12/30/24</u> <b>Approved by Funding Agency</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>Approved by Owner</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____ <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																								

## Progress Estimate - Lump Sum Work

## Contractor's Application for Payment

Owner:	City of Green Cove Springs					Owner's Project No.:			
Engineer:	Mittauer & Associates					Engineer's Project No.:	8905-56-1		
Contractor:	Sawcross, Inc					Contractor's Project No.:	2406		
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2								
Contract:									

Application No.:	8	Application Period:	From	12/01/24	to	12/31/24	Application Date:	12/31/24
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
	General Conditions	1,250,000.00	765,000.00	130,000.00		895,000.00	72%	355,000.00
	Payment & Performance Bonds	60,000.00	60,000.00	-		60,000.00	100%	-
	Project Documentation	2,000.00				-	0%	2,000.00
	Survey and As Built Drawings	15,000.00	2,500.00	-		2,500.00	17%	12,500.00
	Sitework	500,000.00				-	0%	500,000.00
	Asphalt Paving	400,000.00				-	0%	400,000.00
	Chain Link Fencing	100,000.00	90,000.00	-		90,000.00	90%	10,000.00
	Concrete	100,000.00	93,500.00	-		93,500.00	94%	6,500.00
	Miscellaneous Metals	150,000.00	120,000.00	-		120,000.00	80%	30,000.00
	Protective Coatings	150,000.00	140,000.00	-		140,000.00	93%	10,000.00
	Miscellaneous Specialties	25,000.00	5,000.00	8,000.00		13,000.00	52%	12,000.00
	Security System	65,000.00	25,000.00	25,000.00		50,000.00	77%	15,000.00
	Vertical Turbine Pumps	30,000.00	30,000.00	-		30,000.00	100%	-
	Secondary Clarifier Equipment	500,000.00	500,000.00	-		500,000.00	100%	-
	RAS/WAS Pumps	10,000.00	10,000.00	-		10,000.00	100%	-
	In-Plant Pump Station	10,000.00	7,000.00	1,750.00		8,750.00	88%	1,250.00
	Chemical Feed System	10,000.00	9,000.00	-		9,000.00	90%	1,000.00
	Disc Filter System	25,000.00	25,000.00	-		25,000.00	100%	-
	Sample Pumps	15,000.00	15,000.00	-		15,000.00	100%	-
	Floating Surface Aerator	20,000.00				-	0%	20,000.00
	Refrigerated Samplers	10,000.00				-	0%	10,000.00
	Influent Structure Davit Crane	20,000.00	20,000.00	-		20,000.00	100%	-
	Screening Dumpsters	10,000.00	10,000.00	-		10,000.00	100%	-
	Fiberglass Ladders	5,000.00	5,000.00	-		5,000.00	100%	-
	Eyewash Station	5,000.00	5,000.00	-		5,000.00	100%	-
	Pre-Engineered Metal Building System	80,000.00	80,000.00	-		80,000.00	100%	-
	Prestressed Concrete Tanks	130,000.00	130,000.00	-		130,000.00	100%	-
	Precast Concrete Buildings	5,000.00	3,000.00	2,000.00		5,000.00	100%	-
	Pipe, Valves and Fittings	151,219.00	131,000.00	5,000.00		136,000.00	90%	15,219.00
	Chemical Piping	180,000.00	172,500.00	1,000.00		173,500.00	96%	6,500.00
	Plumbing	20,000.00	5,000.00	10,000.00		15,000.00	75%	5,000.00
	Electrical	350,000.00	338,000.00	-		338,000.00	97%	12,000.00
	Instrumentation	60,000.00	40,000.00	5,000.00		45,000.00	75%	15,000.00
	Disk Filter - Spares/Media/CP	65,000.00	65,000.00	-		65,000.00	100%	-

## Progress Estimate - Lump Sum Work

## Contractor's Application for Payment

Owner:	City of Green Cove Springs					Owner's Project No.:			
Engineer:	Mittauer & Associates					Engineer's Project No.:	8905-56-1		
Contractor:	Sawcross, Inc					Contractor's Project No.:	2406		
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2								
Contract:									

Application No.:	8	Application Period:	From	12/01/24	to	12/31/24	Application Date:	12/31/24
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
	Oxidation Ditch - Equipment Rebuild	105,000.00	105,000.00	-		105,000.00	100%	-
	Mechanical Screen - Equipment Rebuild	80,000.00	80,000.00	-		80,000.00	100%	-
Original Contract Totals		\$ 4,713,219.00	\$ 3,086,500.00	\$ 187,750.00	\$ -	\$ 3,274,250.00	69%	\$ 1,438,969.00

## Progress Estimate - Lump Sum Work

## Contractor's Application for Payment

Owner:	City of Green Cove Springs					Owner's Project No.:			
Engineer:	Mittauer & Associates					Engineer's Project No.:	8905-56-1		
Contractor:	Sawcross, Inc					Contractor's Project No.:	2406		
Project:	DEP SRF Harbor Road WRF Expansion Ph. 2								
Contract:									

Application No.:	8	Application Period:	From	12/01/24	to	12/31/24	Application Date:	12/31/24
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			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
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Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ 4,713,219.00	\$ 3,086,500.00	\$ 187,750.00	\$ -	\$ 3,274,250.00	69%	\$ 1,438,969.00





Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Green Cove Springs Engineer: Mittauer & Associates Contractor: Sawcross, Inc Project: DEP SRF Harbor Road WRF Expansion Ph. 2 Contract:						Owner's Project No.: Engineer's Project No.: 8905-56-1 Contractor's Project No.: 2406						
Application No.: 8		Application Period: From 12/01/24 to 12/31/24		Application Date: 12/31/24								
A	B	C	D	E	F	G	H	I	J	K	L	
Bld Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Change Orders												
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Change Order Totals					\$	-	\$	-	\$	-	\$	-
Original Contract and Change Orders												
Project Totals					\$	-	\$	-	\$	-	\$	-



Stored Materials Summary

Contractor's Application for Payment

Owner: City of Green Cove Springs Engineer: Mittauer & Associates Contractor: Sawcross, Inc Project: DEP SRF Harbor Road WRF Expansion Ph. 2 Contract:						Owner's Project No.: Engineer's Project No.: 8905-56-1 Contractor's Project No.: 2406							
Application No.: 8		Application Period: From 12/01/24 to 12/31/24		Application Date: 12/31/24									
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work		Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)			
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Totals						\$	-	\$	-	\$	-	\$	-



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Site Development Review Team **MEETING DATE:** January 7, 2025  
**FROM:** Gabriel Barro, Development Services  
**SUBJECT:** City Council approval of the Clay Habitat - Palmer Trace Final Plat *Michael Daniels*

### PROPERTY DESCRIPTION

**APPLICANT:** Clay Habitat for Humanity **OWNER:** Clay Habitat for Humanity

**PROPERTY LOCATION:** First Ave

**PARCEL NUMBER:** 018209-000-00

**FILE NUMBER:** PLF-24-004

**CURRENT ZONING:** R2

**FUTURE LAND USE DESIGNATION:** Neighborhood

### SURROUNDING LAND USE

<b>NORTH:</b>	<b>FLU:</b> Neighborhood <b>Z:</b> R2 <b>Use:</b> Single Family Home	<b>SOUTH:</b>	<b>FLU:</b> Neighborhood <b>Z:</b> R2 <b>Use:</b> Single Family Home
<b>EAST:</b>	<b>FLU:</b> Neighborhood <b>Z:</b> Institutional <b>Use:</b> CC Building of Commerce	<b>WEST:</b>	<b>FLU:</b> Mixed-Use <b>Z:</b> R2 <b>Use:</b> Single Family Home

### BACKGROUND

The Applicant has submitted a request to re-plat a vacant property located on the corner of Palmer Street and First Avenue, which will create three lots, two of which will face Cypress St, and the other will face Center St. Under the zoning for the property, development must have the following minimums:

	Detached SF	Commercial
<b>Lot Area</b>	5,000 square feet	None
<b>Lot Width</b>	50 feet	None
<b>Front &amp; Rear Yard Setback</b>	20 feet/10 feet	10 feet
<b>Side Yard Setback</b>	5 feet	10 feet

## STAFF RECOMMENDATION

Staff recommends approval of the Clay Habitat Palmer Trace Final Plat.



# Palmer Trace

City of Green Cove Springs  
Section 38. Township 6 South. Range 26 East. Clay County. Florida

Zoning R-2  
Acres 0.47  
Lots 3

OWNER  
Clay County Habitat for Humanity  
1717 Blanding Boulevard  
Middletown, Florida

SURVEYOR  
Eiland & 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

CAPTION Parcel No. 38-06-26-018209-000-00

Being a replat of Lots 1, 2 and 10 and a portion of Lots 3 and 9, Block M, according to Shands Plat of Green Cove Springs, Clay County, Florida, recorded in Plat Book 2, page 1 of the public records of said county, being more particularly described as follows:

Commence at the northwest corner of said Block M, being the intersection of Citizen Street and Center Street and run along the east line of Citizen Street, South 15 degrees 30 minutes 00 seconds East, 202.00 feet to the north line of Palmer Street; thence on said north line, North 74 degrees 46 minutes 00 seconds East, 165.00 feet to the point of beginning; thence continue on said north line, North 74 degrees 46 minutes 00 seconds East, 135.00 feet to the west line of First Avenue; thence on said west line, North 15 degrees 30 minutes 00 seconds West, 202.00 feet to the south line of Center Street; thence on said south line, South 74 degrees 46 minutes 00 seconds West, 68.00 feet; thence South 15 degrees 30 minutes 00 seconds East, 100.00 feet; thence South 74 degrees 46 minutes 00 seconds West, 67.00 feet; thence South 15 degrees 30 minutes 00 seconds East, 102.00 feet to the point of beginning.

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

The City of Green Cove Springs City Council hereby approves this final plat of Palmer Trace this \_\_\_\_ day of \_\_\_\_\_, 2024.

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 Palmer Trace this \_\_\_\_ day of \_\_\_\_\_, 2024.

City Attorney

CLERK'S CERTIFICATE

I certify that this plat was filed for recording on this \_\_\_\_ day of \_\_\_\_\_, 2024, in Plat Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_ of the public records of Clay County, Florida.

Clerk of the Circuit Court

ADOPTION AND DEDICATION

This is to certify that Clay County Habitat for Humanity, Inc., a Florida corporation, is the lawful owner of the property, described in the caption hereon, known as Palmer Trace 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 Palmer Trace and that no part of this plat is dedicated to Clay County.

In witness whereof Clay County Habitat for Humanity has caused these presents to be acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2024.

Clay County Habitat for Humanity, Inc., a Florida corporation

Witness

Print

By: Mike Youngblood, President

Witness

Print

STATE OF FLORIDA

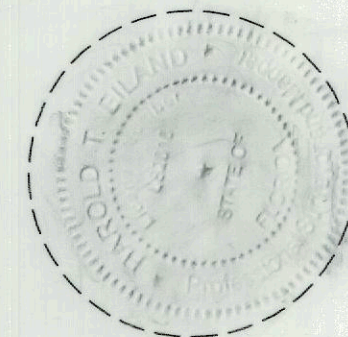
The foregoing instrument was acknowledged before me by ☐ physical appearance or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by Mike Youngblood of Clay County Habitat for Humanity, Inc., on behalf of the company. Mike Youngblood ☒ personally known to me or ☐ has presented his \_\_\_\_\_ as identification.

Notary Public, State of Florida

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 9<sup>th</sup> day of December, 2024.  
The error of closure exceeds 1 in 5000.

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

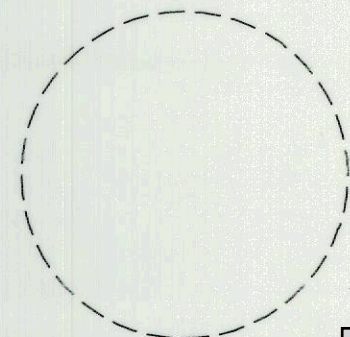


SURVEYOR'S CERTIFICATE OF REVIEW

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, Part 1, Statutes, and has determined that said plat conforms with the requirements of said Chapter.

The undersigned did not prepare this plat.  
This certificate is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

Austin Blazs  
Florida Registration No 7401  
CHW, Inc.  
11801 Research Drive  
Alachua, Florida 32615  
Licensed Business Number LB 5075





# Palmer Trace

City of Green Cove Springs  
Section 38, Township 6 South, Range 26 East, Clay County, Florida

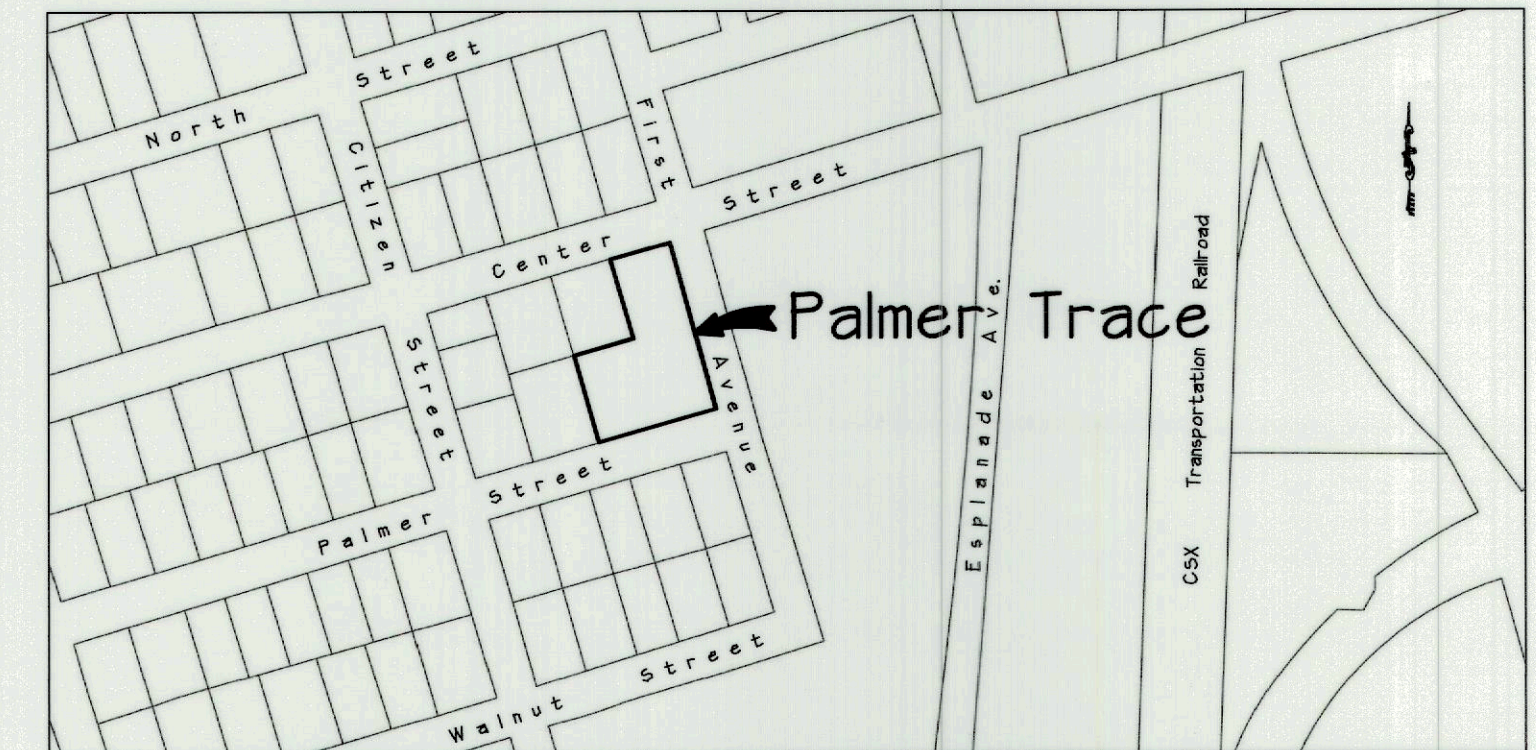
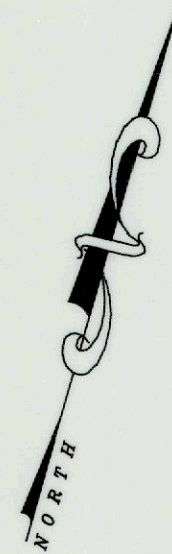
Zoning	R-2
Acres	0.47
Lots	3

R-2  
0.47  
3

OWNER  
Clay County Habitat for Humanity, Inc.  
6005 West Shores Road  
Fleming Island, Florida 32003

SURVEYOR  
Eiland + 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



VICINITY MAP

### GENERAL NOTES

Bearings shown hereon are based on the record bearing of  
N 74°46'00" E for the north line of Palmer Street

According to Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel Number 12014C-0281 E, Dated March 17, 2014, the property shown herein is situated in ZONE "X".

Date of Survey: July 15, 2024

- Denotes PRM. 1/2" Iron Pipe. LB 1381
- Denotes PRM. 5/8" Rebar. LB 3857
- ⊙ Denotes PRM. 5/8" Rebar. LB 3672

### LEGEND

I.D. = Identification  
L.B. = Licensed Business  
L.S. = Land Surveyor  
No. = Number

All lot corners will be marked by 1/2' Iron Pipes.  
prior to the transfer of any lot.

## BUILDING SETBACK LINES

Front	20 Feet
Side	7.5 Feet
Rear	10 Feet

Notice:

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.

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





# City of Green Cove Springs Subdivision Application

## FOR OFFICE USE ONLY

P Z File # \_\_\_\_\_

Application Fee: \_\_\_\_\_

Filing Date: \_\_\_\_\_ 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

1. Project Name: Palmer Blue Trace
2. Address of Subject Property: First Ave, Green Cove Springs, FL 32043
3. Parcel ID Number(s): 38-06-26-08209-000-00
4. Existing Use of Property: Vacant Residential
5. Future Land Use Map Designation: \_\_\_\_\_
6. Zoning Designation: Residential
7. Acreage: .472

### B. APPLICANT

1. Applicant's Status ☒ Owner (title holder) ☐ Agent
2. Name of Applicant(s) or Contact Person(s): Carolyn Edwards Title: Executive Director
- Company (if applicable): Clay County Habitat for Humanity
- Mailing address: 3 West Street
- City: Green Cove Springs State: FL ZIP: 32043
- Telephone: (904) 657-2082 FAX: (904) 657-2125 e-mail: admin@clayhabitat.org

3. If the applicant is agent for the property owner\*:

Name of Owner (title holder): \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ e-mail: \_\_\_\_\_

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

### C. ADDITIONAL INFORMATION

1. Is there any 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: 18" X 27" 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: 18" X 27" 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

**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.**

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

Signature of Applicant

*Carolyn Edwards, Executive Director*  
Typed or printed name and title of applicant

*August 8, 2024*  
Date

State of *Florida*

County of *Clay*

Signature of Co-applicant

Typed or printed name of co-applicant

Date

The foregoing application is acknowledged before me this *8th* day of *August*, 20*24*, by *Carolyn*

*Edwards*

who is/are personally known to me, or who has/have produced

as identification.

NOTARY SEAL

*Nicole L. Glanville*

Signature of Notary Public, State of *Florida*





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Session

**MEETING DATE:** January 7, 2025

**FROM:** Erin West

**SUBJECT:** City Council approval of a scrivener's error. *Erin West*

### BACKGROUND

On the August 6, 2024 Council voted to approve Resolution No. R-12-2024. In the resolution Section 1 provided the following dates: July 1, 2023 through June 30, 2024. Those dates should read July 1, 2024 through June 30, 2025.

### FISCAL IMPACT

### RECOMMENDATION

Approve the scrivener's error in Resolution No. R-12-2024.

## RESOLUTION NO. R-12-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AUTHORIZING AMENDMENT NO. 8 TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT, CONTRACT NO. ARV47, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the City Council and the Florida Department of Transportation desires to renew the Traffic Signal Maintenance and Compensation Agreement setting forth the various rights, duties and responsibilities for the City maintenance and operation of traffic signals or signal systems on the State Highway System.

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

**SECTION 1.** The City Council of the City of Green Cove Springs hereby authorizes Amendment No. 8 of the Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, between the City and the Florida Department of Transportation dated July 1, 2024 through June 30, 2025.

**SECTION 2.** The City Manager is hereby authorized to execute said Amendment to the Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, attached hereto and marked Exhibit "A".

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 6TH DAY OF AUGUST, 2024.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Steven Kelley, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** January 7, 2025

**FROM:** Mike Null, Asst. City Manager

**SUBJECT:** Approval of task order to Forefront Architecture and Engineering in the amount of \$105,000.00 for the RFQ No. 2024-06 – CDBG-CV Cafetorium Architectural Services project. *Mike Null*

### BACKGROUND

Since 2021, the City has advertised for a firm to provide architectural services to design the rehab of the Cafetorium building at the Augusta Savage Arts and Community Center. The first two advertisements yielded zero proposals. Staff then worked for a period of time with the State to hopefully allow us to use a design-build approach. However, this has never been done in the CDBG program and they were unwilling to move forward in that direction.

This third advertisement yielded two responses from Forefront Architecture and Engineering, and Jerel McCants Architecture, Inc. The selection committee met on December 3 to review the proposals. The committee consisted of Steve Kennedy, City Manager, Mike Null, Asst. City Manager, and Greg Bauer, Asst. Public Works Director. They unanimously selected Forefront as the top respondent.

Council approved award of the RFQ to Forefront at the December 10, 2024 council meeting and directed staff to return with a task order for approval. Attached is a task order for Forefront to complete the necessary design to complete the project, assist in permitting and provide construction engineering services for this project. The proposed amount is \$105,000 for this project, which staff feels is reasonable.

### FISCAL IMPACT

This project is 100% grant funded. This task order is \$105,000.00 of the \$1,397,600.00 grant.

### RECOMMENDATION

Approve task order to Forefront Architecture and Engineering in the amount of \$105,000.00 for the RFQ No. 2024-06 – CDBG-CV Cafetorium Architectural Services project.



Forefront AE  
1230 Oakley Seaver Dr, Unit 100  
Clermont, FL 34711  
forefrontae.com

January 2, 2025

Mike Null, Assistant City Manager  
City of Green Cove Springs, FL

[mnull@greencovesprings.com](mailto:mnull@greencovesprings.com)

## **EXHIBIT A: Proposal for Design, Engineering, and Construction Documentation for the Augusta Savage Arts & Community Center - Cafetorium Renovation**

Mr. Null,

Forefront Architecture and Engineering (Forefront) is pleased to provide our proposal for the **Augusta Savage Arts & Community Center Cafetorium Renovation**. Forefront has extensive experience with architectural and engineering services and will put that experience to work in providing you the construction documentation necessary for this project. The following describes our project understanding, assumptions, scope of services, and fees.

This Exhibit (**created 01/02/2025**) is a companion to the Continuing Services Agreement between Forefront Architecture and Engineering, LLC and **the City of Green Cove Springs (the Client)** which outlines the specific requirements of the project services and obligations of the Consultant and Client. This document identifies specific requirements for Design, Engineering, and Construction Documentation for the Augusta Savage Arts & Community Center Cafetorium Renovation.

### **Project Understanding**

Forefront understands the project to provide design and the construction documents necessary to permit and construct an approximately 5,460 square feet (SF) of remodel areas of the Augusta Savage Arts & Community Center located at 1107 Martin Luther King Jr. Blvd., Green Cove Springs, Florida. See Scope of Services and Exclusions.

### **Design Considerations and Assumptions**

Forefront will provide signed and sealed (electronic, formatted per the Authority Having Jurisdiction standards) construction drawings (architectural, mechanical, plumbing, and electrical) for a remodel of approximately 5,460 SF. The remodel will involve bring the building's structure up to current codes, removing existing non-ADA compliant restrooms and replacing them with a code-mandated number of new restrooms, rebuilding of a stage (previously removed by others) in place of the previous stage, retrofitting of a new commercial grade kitchen in the place of the previous kitchen (also previously removed by others), replacement of all exterior windows and doors with energy-code compliant components, design of code-compliant heating, ventilation, and air conditioning systems, full electrical lighting and power design, and a general refresh of all interior and exterior finishes and materials.



## Collaboration and Coordination

Forefront will conduct scheduled milestone meetings with the client at the 30%, 60% and 90% submittals. These meetings will serve as critical checkpoints to review progress, confirm design intent, and address any necessary adjustments. Other meetings may also be scheduled as needed.

## Subconsultant Services

The Forefront team is committed to delivering comprehensive, full-spectrum design work. Forefront will serve as the primary point of contact to keep the project on schedule and aligned with the project goals. Forefront will engage and coordinate with:

1. MEP (Mechanical, Electrical, and Plumbing) Engineers.
2. In-house Structural Engineering.

## Scope of Services

Forefront has designated the degree of service to provide full-service permit ready drawings. During each phase, Forefront will schedule meetings for discussion as part of the agreed scope of work. After each submittal the client shall have a period of five (5) business days to submit written comments. After which Forefront shall have a period of five (5) business days to submit responses to the client's comments. The following details the necessary tasks to complete the project:

### Task 01 – Programming and Needs Assessment

Establishing the Program is a joint goal forming phase between Forefront and the Client to establish the function of the subject building.

1. Programming & Needs Assessment

### Task 02 – Schematic Design Phase – 10% Completion

With the Program established, schematic/concept ideas and drawings will be provided to illustrate how the building will function and appear. This is a collaborative phase with frequent communication.

1. Schematic Design Architectural
2. Schematic Design Systems Review

### Task 03 – Design Development – 30% Completion

With a Client-approved schematic design, Forefront will continue to develop the design concept. During this phase details are added, and the building concept is refined. Preliminary system engineering also starts during this period. The Schematic Design will be refined as we coordinate with MEP team and Interior Designers. 30% Construction Documents will be provided at the conclusion of this phase for review and approval.

1. Design Development Architectural
2. Design Development Mechanical, Electrical, Plumbing, Fire Protection
3. Design Development Interior Design





#### **Task 04 – Construction Documents – 60% Completion**

Development of the design into construction documents will begin. During the process, review drawings at will be provided for continued oversight and review.

1. 60% Construction Documents Architectural
2. 60% Construction Documents Mechanical, Electrical, Plumbing, Fire Protection
3. 60% Construction Documents Interior Design

#### **Task 05 – Construction Documents – 90% Completion**

Further development of the construction documents will occur. During the process, review drawings at 90% completion will be provided for continued oversight and review.

1. 90% Construction Documents Architectural
2. 90% Construction Documents Mechanical, Electrical, Plumbing, Fire Protection
3. 90% Construction Documents Interior Design

#### **Task 06 – Construction Documents – 100% Completion**

Forefront to deliver electronic signed and sealed construction documents for permitting. Any changes at this stage, regardless of scope, will be billed at standard hourly rates. However, any additional documentation required to address building department review comments will be provided at no extra charge. Hard copy signed and sealed documents can be provided for additional costs per printing schedule.

1. Construction Documents Architectural
2. Construction Documents Mechanical, Electrical, Plumbing, Fire Protection
3. Construction Documents Interior Design

#### **Task 07 – Permitting Phase**

Assist the Client in submitting the drawings to AHJ (Authority Having Jurisdiction), respond to AHJ comments, and coordinate with consultants for an approval to obtain a construction permit.

#### **Task 08 – Contract Administration Phase**

Construction Contract Administration for a period of approximately eight months. During this process, Forefront will review submittals and shop drawings, answer Requests for Information, conduct site visits as required and prepare as-built drawings.

#### **Excluded Services**

Any additional services requested beyond the original scope will require a written amendment to this agreement, along with approval of any associated fees and timeline adjustments. This provides all parties to align expectations and resources accordingly throughout the project's lifecycle.





## Key Milestones and Project Schedule

The success of any project is based on identifying all critical pathway items and establishing a schedule for completion. Based on our similar project experience, below is a list of potential key milestones.

Task	Approximate Timeframe
<b>Approval of Scope of Work and Budget</b>	Early February 2025
<b>Schematic Design Documents – 10% Completion</b> - Client reviews	~ 4 weeks
<b>Design Development – 30% Completion</b> - Client review	~ 4 weeks
<b>Construction Documents – 60% Completion</b> - Client review	~ 4 weeks
<b>Construction Documents – 90% Completion</b> - Client review	~ 4 weeks
<b>100% Construction Drawings</b>	~ 4 weeks (July 2025 completion)

## Key Project Staff

Forefront proposes a highly experienced team, who have extensive experience in design, permitting, and construction management projects. A breakdown of the proposed key team members and associated roles are provided below:

- Mr. Lennard Davis, RA, Client Account Manager – Architectural Review of design
- Mrs. Khine Pwint, RA – Architectural design, leads design team
- Mr. Chris Smith, PE, VP, Structural Engineer – Structural design

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## Project Fees

The following table summarizes our estimate of fees to complete the scope of services described above.

Task	Fees Schedule
Task 01 – Programming and Needs Assessment	Incl. in SD Task
Task 02 – Schematic Design Phase 10% Completion	\$21,000.00
Task 03 – Design Development 30% Completion	\$31,500.00
Task 04 – Construction Documents 60% Completion	\$13,000.00
Task 05 – Construction Documents 90% Completion	\$13,000.00
Task 06 – Construction Documents 100% Completion	\$13,000.00
Task 07 – Permitting Phase	\$3,500.00
Task 08 – Contract Administration Phase	\$10,000.00
<b>Total Project Fees: \$105,000.00</b>	
<b>Initial Deposit: Waived</b>	

Provide services as defined in Scope of Services for the net fee in the amount of:

**One Hundred Five Thousand 00/100 dollars (\$105,000.00)**

Billing shall be sent monthly in accordance with percentage of overall completion, with the 100% documents being signed and sealed for permitting. Payments shall be made for the completion of the work as outlined above. Payments shall be due 15 days net from the date of invoicing. The fixed fee is based on the scope of work to provide completed Construction Documents.

Forefront has attached our Fee Schedule established for the City of Green Cove Springs. Each individual Forefront staff name is classified with an associated hourly rate. Our team organization is tailored to provide services effectively and efficiently. We utilize senior staff to provide guidance and review of all work products, with much of the production work completed by lower cost junior staff. In addition, senior staff either self-perform or provide a high level of supervision to junior staff during critical phases of the project. If the project is completed outside of the assumptions, Forefront may request to reduce or increase the budget accordingly.

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## Terms and Conditions

The scope of work includes authorized revisions and quality assurance milestones to provide the highest standard of service. Please note that our fees reflect not just the time spent, but also the expertise, resources, and attention to detail required to successfully complete your project. Any work requested beyond the agreed-upon scope will be billed at our hourly rates. All construction documents provided remain the intellectual property of Forefront Architecture and Engineering, LLC, unless explicitly transferred to the client in writing. Proposals are valid 30 days from creation date.

It is specifically understood in accordance with Chapter 2013-028, Laws of Florida, that the design professionals are not personally liable. The business entity maintains required insurance coverage.

## THE DESIGN PROFESSIONAL(S) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

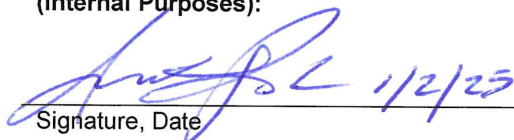
We appreciate this opportunity to present our proposal and remain fully available to provide any other information that you may require concerning this project. If you have any questions, please contact Justin Parker, Director of Marketing and Business Development. [justinp@ff-ae.com](mailto:justinp@ff-ae.com)

## Authorization

January 2, 2025

I hereby authorize Forefront to proceed with the scope of work for the referenced project as described in proposal number 24-17057-00 dated January 2, 2025, with a budget authorization of **\$105,000.00** under the general terms and conditions specified in the proposal.

**Proposal Reviewed by  
(Internal Purposes):**

 1/2/25  
Signature, Date

**Justin Parker, Director of Marketing & BD**

Printed Name, Title

**Offered by  
Forefront Architecture & Engineering, LLC:**

 1/2/25  
Signature, Date

**Lennard Davis, RA, VP of Architecture**

Printed Name, Title

**Accepted by Client:**

\_\_\_\_\_  
Signature, Date

**City of Green Cove Springs**

\_\_\_\_\_  
Printed Name, Title



## Schedule of Hourly Rates for the City of Green Cove Springs

The following rates are subject to review and revision. Any client-requested work beyond the agreed-upon scope of services, and not authorized in advance, will be billed at our standard residential hourly fees.

Personnel	Hourly Rate
Senior Executives	\$285
Senior Architect	\$285
Architect Level II	\$240
Architect Level I	\$220
Senior Designer	\$185
Design Specialist	\$150
Senior Engineer	\$285
Engineer Level II	\$240
Engineer Level I	\$220
Quality Assurance	\$185

Personnel	Hourly Rate
Inspections	\$150
Senior Project Manager	\$180
Project Manager Level II	\$150
Project Manager Level I	\$140
BIM Manager	\$180
BIM Specialist	\$150
Senior CAD Technician	\$140
CAD Technician Level II	\$125
CAD Technician Level I	\$120
Administrative/Clerical	\$80

## Other Reimbursable Expenses

### Direct Expenses

Mileage –IRS Standard	\$0.67
Copy B/W 8.5x11	\$0.20/page
Copy Color 8.5x11	\$0.50/page
Copy B/W 11x17	\$0.45/page
Copy Color 11x17	\$1.05/page
B/W Plotting Bonds	\$1.02/sq.ft
Color Plotting Bonds	\$1.77/sq.ft
Scan Copy 8.5x11	\$0.60/page

Scan Copy 11x17	\$1.20/page
Telephone	1.1 times direct
Transportation/Travel	1.1 times direct
Tolls/Parking Fees	Direct cost
Lodging and Meals	1.1 times direct
Postage	1.1 times direct
USB Stick (16GB)	\$25 each
Subconsultant Work	Variable

Rates for the City of Green Cove Springs effective 01/01/2025. Hourly rates and reimbursable direct expenses are reviewed annually to reflect market conditions and the cost of doing business. This allows our pricing to remain fair and competitive while maintaining the high standards of service our clients expect.





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** January 7, 2025  
**FROM:** L.J. Arnold, III, City Attorney  
**SUBJECT:** First reading of Ordinance No. O-01-2025, which addresses items abandoned on City property. *L.J. Arnold, III*

### BACKGROUND

Interim Police Chief Shaun Hines requested my office update Section 62-147, Rubbish, of the City Code to add additional clarification to how the City treats abandoned personal items left on City property.

### FISCAL IMPACT

None of any significance

### RECOMMENDATION

Approve Ordinance No. O-01-2025 on first reading as to form only.

**ORDINANCE NO. 0-01-2025**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CITY CODE SECTION 62-147 ENTITLED RUBBISH TO ADD ADDITIONAL PROHIBITED ITEMS FROM BEING LEFT OR ABANDONED IN CITY PARKS AND OTHER AREAS; PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, Spring Park and other City owned areas are being used for placing rubbish and other materials and items causing the areas to be cluttered and unsightly, which causes the City to spend extra time in cleaning up such City property.

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

**SECTION 1. Recitals.** The above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** City Code Section 62-147 entitled “Rubbish” is hereby amended as follows:

**Sec. 62-147 Rubbish**

No person in any park or recreational facility shall throw, place, cast, deposit, dump or cause to be thrown any ashes, refuse, offal, vegetation, garbage, dross, cinders, shells, straws, shavings, paper, scraps, dirt or like matter, filth or rubbish of any kind in any park, square, avenue, grounds, or recreational area, except to place such matter in cans or receptacles provided for such matter. Furthermore, no person shall leave unattended in City parks or other City owned property except in marked docking or parking areas for such items, the following: bikes, scooters, kayaks, paddle boards, canoes, dinghies, milk crates, bulk trash or large personal items or any like kind of personal property. Any such items left unattended may be removed by the City at the owner’s expense and shall be deemed to be abandoned.

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

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

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

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST**

**READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS,  
FLORIDA, THIS 7TH DAY OF JANUARY, 2025.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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Steven R. Kelley, Mayor

ATTEST:

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Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF GREEN  
COVE SPRINGS, FLORIDA, THIS 21ST DAY OF JANUARY, 2025.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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Steven R. Kelley, Mayor

ATTEST:

---

Erin West, City Clerk

APPROVED AS TO FORM:

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L. J. Arnold, III, City Attorney



## **ELECTRIC DEPARTMENT**

### **Significant activities for the month of November 2024**

- 7 Streetlights repaired
- 3 New streetlights installed
- 34 Meters replaced
- 5 Permanent meters installed
- 2 Temporary meters installed
- 2 Voltage checks
- 1 Utility verification
- 8 Poles removed
- 6 New poles installed

### **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 as they came in.
- Inspect/locate ROW permits.
- Conduct warehouse inventory/order supplies.
- 1607 Lucas Ave., house fire, we de-energized service at the pole .
- 4326 US 17, installed new cutouts, LA's and animal guard wire.
- 1006 Bunker Ave., change out CT's, wire and meter to transformer.
- 1470-1499 Mahama Bluff., remove 4 spans of triplex and installed 2 multi helix and pulled guy wires.
- 2988 Rosecrans Ln., covered up wires for tree trimming.
- 1219 Martin L. King Jr Blvd., held pole along Spruce St. for stormwater project.
- 501 S Orange Ave., remove temporary switch and temporary crossarm arm to put circuit back accordingly.
- 975 Martin Ave., re-attached 4" u-guard on riser pole.
- 965 Leonard C. Taylor Pkwy., changed out dual voltage transformer for conventional 23KV.
- 1315 Energy Cove Ct., changed out 3 phase pad-mount to 23KV straight primary voltage.
- Magnolia Ave., fixed banners.



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

11/10/2024 – Between 6:00 a.m. – 7:30 a.m. 1462 Mahama Bluff, re-fused blown cutout , 1 customer affected.

11/10/2024 – Between 4:00 p.m. – 7:00 p.m., 1219 Forbes St., repaired broken service wire, 1 customer affected.

11/12/2024 – Between 8:00 a.m. – 10:00 a.m., 4326 US 17 S., re-fused blown cutout, 1 customer affected.

11/20/2024 – Between 4:10 p.m. – 4:45 p.m., 1607 Elsie St., blown transformer fuse, 5 customers affected.

11/30/2024 – Between 11:30 a.m. – 12:40 p.m., 300 Gum St., blown transformer fuse , 1 customer affected.

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

Item #17.

<b><u>NAME</u></b>	<b><u>SERVICE ADDRESS</u></b>	<b><u>KWH</u></b>	<b><u>AMOUNT</u></b>
Clay County Jail	901 N. Orange Ave.	207,960	\$ 23,554.73
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	182,800	\$ 20,350.46
St. Johns Landing	1408 N. Orange Ave.	168,910	\$ 20,496.96
Kindred Health	801 Oak St.	167,000	\$ 18,548.07
Clay County Court House	825 N. Orange Ave.	150,200	\$ 17,762.85
Permabase Building Products	1767 Wildwood Rd.	139,360	\$ 15,592.02
BD Of Public Instruction	2025 State Road 16	126,200	\$ 16,210.73
Tamko Roofing Products	914 Hall Park Rd.	114,560	\$ 15,194.54
BD Of County Commissioner	825 N. Orange Ave.	101,120	\$ 11,474.44
Oak Street Opco LLC	803 Oak St.	82,800	\$ 9,648.42
BD Of Public Instruction	Clay High School	81,840	\$ 11,771.29
City of Green Cove Springs	1277 Harbor Road	80,720	\$ 8,868.82
Duval Asphalt Products, Inc.	1921 Jersey Ave. (EAST END)	68,400	\$ 11,672.31
City of Green Cove Springs	Set Street Lights	66,392	\$ 8,630.16
Garber Realty/GMC	3340 Highway 17	64,320	\$ 7,712.41
BD Of County Commissioner	477 Houston St. (DMV)	57,920	\$ 7,087.10
Coral Ridge Foods, GC	1165 N Orange Ave.	56,560	\$ 6,485.28
BD Of Public Instruction	1 N Oakridge Ave.	55,920	\$ 8,106.66
Direct Tv/ AT&T Services, Inc.	512 Center St.	46,400	\$ 5,257.53
City of Green Cove Springs	925 S R 16 East SOUTH WWTP	43,120	\$ 4,977.10
BD Of Public Instruction	801 Center St.	39,840	\$ 5,077.20
Ammcon Corp.	1503 County Rd. 315 Ste. 201	39,300	\$ 5,732.72
BD Of Public Instruction	1220 Bonaventure Ave.	37,920	\$ 4,962.55
BD Of Public Instruction	608 Mill St.	36,880	\$ 5,325.91

## **Electric Utility Department Capital Projects:**

Item #17.

### **Pole top switch replacement**

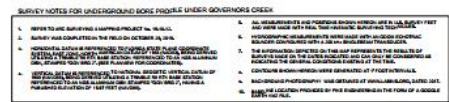
This project began 09-18-2019 with the installation of switches at Governors Creek for restoration plan of isolation of north feeder across Governors Creek Bridge during extreme emergencies. Project is now in the inspection and evaluation process involving Chapman 2 extension to Harbor Rd and load transfer of Chapman 1 to Chapman 2.

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

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

### **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 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 the 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.





# City of Green Cove Springs

(904) 297-7500  
Florida Relay – Dial 7-1-1

321 Walnut Street

Green Cove Springs, FL 32043  
[www.greencovesprings.com](http://www.greencovesprings.com)

## MEMORANDUM

To: Steve Kennedy, City Manager

From: Development Services Department

Date: December 9, 2024

Subject: Monthly Planning, Code Enforcement and Building Report for October 2024

### **PLANNING**

4 new business licenses were issued, and 4 licenses were renewed.

- New Businesses:
  - Stonabilities Inc.
  - Magic Flavor
  - A+ Gutters LLC
  - Superior Construction

Total Business Tax Revenue for **November** was **\$1,150.00**

During the month of November:

- Began or continue reviewing the following planning applications:
  - **Clay Habitat Palmer Street Re-Plat**
  - **Rookery Phase 2A Plat**
  - **Rookery Phase 3A and 3B Preliminary Plat and Improvement Plan**
  - **Palmer Trace Subdivision**
  - **Springs Church Site Development Plan**
  - **Northeast Florida Pool Services Site Development Plan**
  - **200 N Vermont PUD**
  - **Energy Cove Warehouse/Showroom Buildings**
  - **Wolfe Brothers Storage Site Plan**
  - **Outdoor Seating for Reds Wine Bar**
  - **Outdoor Seating for Sunrise to Sunset**
  - **Special Events for FCA Paddlemasters, Pickin' in the Park & FIHS Fundraiser**
  - **Walnut Plaza**
- The following applications were approved:
  - **Annexation, Future Land Use and Zoning of Wolfe Brothers Storage Property**
  - **Annexation, Future Land Use and Zoning of Miller Environmental Property**
  - **Eden Butler Subdivision**
  - **Magnolia Trace Subdivision**
  - **Special Event for Dinklebells Pickleball Tournament**
  - **MLK Blvd Lot Split**
- **24 lien search requests, and 7 new permit applications were submitted.**
- Approval of Change Order 2 for the Rivers House Restoration
- Revenues for Planning related fees for **November** were **\$7,054.65.**

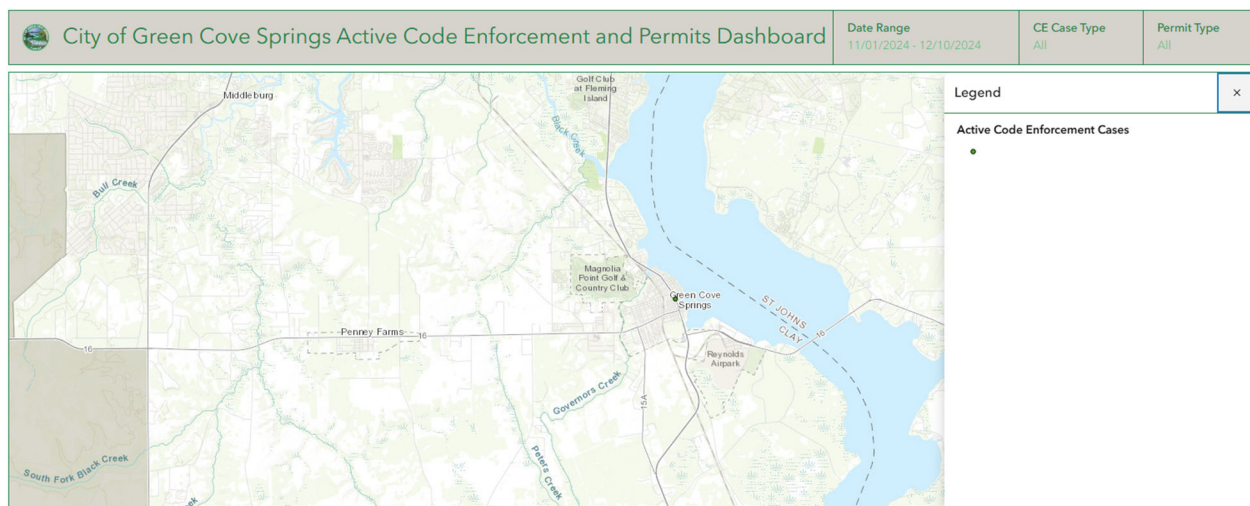
## **CODE ENFORCEMENT**

In November, there was 1 new enforcement complaint filed. A total of \$10,762.50 in Code Enforcement fines were collected in November.

### **Compliance for November courtesy notice of violation/notice of violations:**

- No courtesy notices of violation/notice of violation were complied with.
- No notices of violation were voluntarily complied with.
- 0 notices of violation from previous months compliance were achieved resulting in case closure.
- 0 courtesy notices of violation from previous months compliance were achieved resulting in closure.
- 269 cases courtesy notices of violation/notice of violation complied year to date.

### **New Code Enforcement Cases for November 2024**



## **BUILDING**

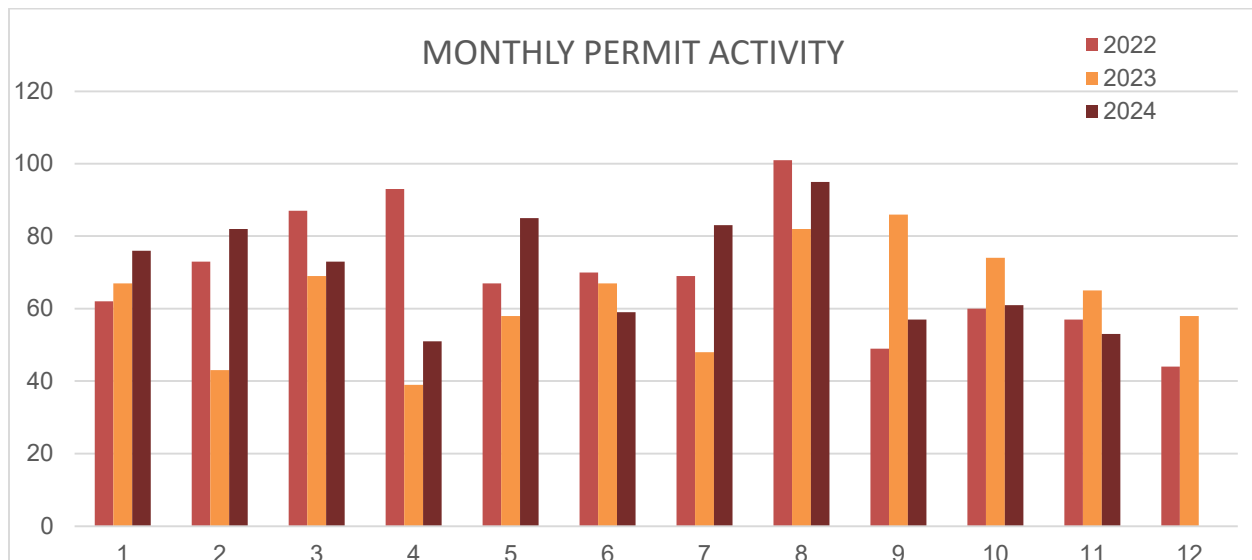
Building permit activity decreased 13.11% from October to November. The total number of building permits issued in October was 61 compared to 53 in November. Permit activity for November 2024 decreased by 18.46% from November 2023.

All building permits met the 30-day processing target for November 2024.

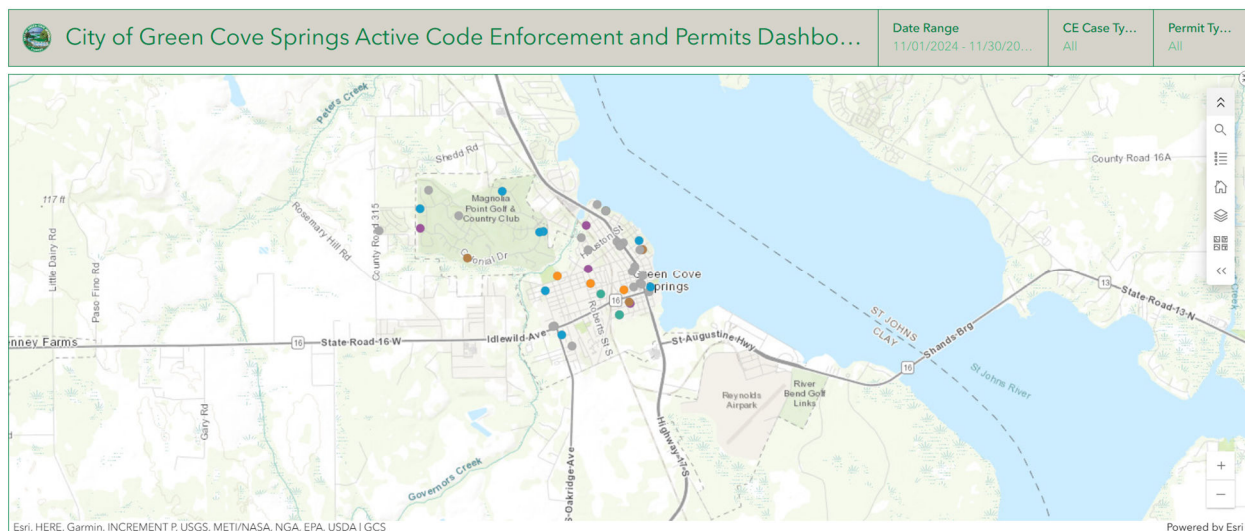
Revenues for Building related fees for **November** were **\$14,415.90**.

NOVEMBER 2024 PERMIT SUMMARY	
RESIDENTIAL NEW	1
COMMERCIAL NEW	2
RESIDENTIAL ADDITION	3
COMMERCIAL ADDITION	1
RESIDENTIAL REMODEL / IMPROVEMENT	1
COMMERCIAL REMODEL / IMPROVEMENT	0
DEMOLITION	0

<b>SIGNS</b>	0
<b>POOLS</b>	0
<b>RE-ROOFING</b>	13
<b>FENCES</b>	4
<b>MECHANICAL / ELECTRICAL / PLUMBING</b>	23
<b>OTHER PERMITS</b>	5
<b>TOTAL PERMITS ISSUED</b>	<b>53</b>



Active Building Permits 11/01/2024-11/30/2024





## 30-Day Permit Statistics

Page 17  
Item #17.

11/01/2024 to 11/30/2024

Report run on: 12/09/2024 11:19 AM

### Permit Summary

Reporting Group	Permit Type	Number Submitted	Number Issued	Issued Within 30	Issued Over 30	Mean Time to Issue	Standard Deviation	Average Cycles
Any	ALCOHOL LICENSE	1	0	0	0	0	0	1
	CHANGE OF USE	4	0	0	0	0	0	1
	COMMERCIAL ADDITION	1	1	1	0	1	0	1
	COMMERCIAL NEW	0	2	2	0	19	2.83	2
	COUNTY ELECTRIC	1	0	0	0	6	0	1
	COUNTY WATER	1	0	0	0	1	0	1
	ELECTRIC COMMERCIAL NEW	2	2	2	0	0	0	1
	ELECTRIC RESIDENTIAL	8	4	4	0	0	0	1
	ELECTRIC RESIDENTIAL NEW	2	2	2	0	0	0	1
	FENCE	4	4	4	0	4	3.32	1
	GAS RESIDENTIAL	2	1	1	0	5	0	1
	IRRIGATION	2	2	2	0	0	0	1
	LIEN SEARCH REQUEST	25	0	0	0	1	1.38	1
	MECHANICAL COMMERCIAL	1	1	1	0	0	0	1
	MECHANICAL RESIDENTIAL	8	7	7	0	0	0.38	1
	MECHANICAL RESIDENTIAL NEW	3	2	2	0	0	0	1
	OCCUPANCY	0	1	1	0	0	0	1
	OUTDOOR SALES	2	0	0	0	0	0	1
	PLUMBING COMMERCIAL	2	0	0	0	0	0	1





# 30-Day Permit Statistics

11/01/2024 to 11/30/2024

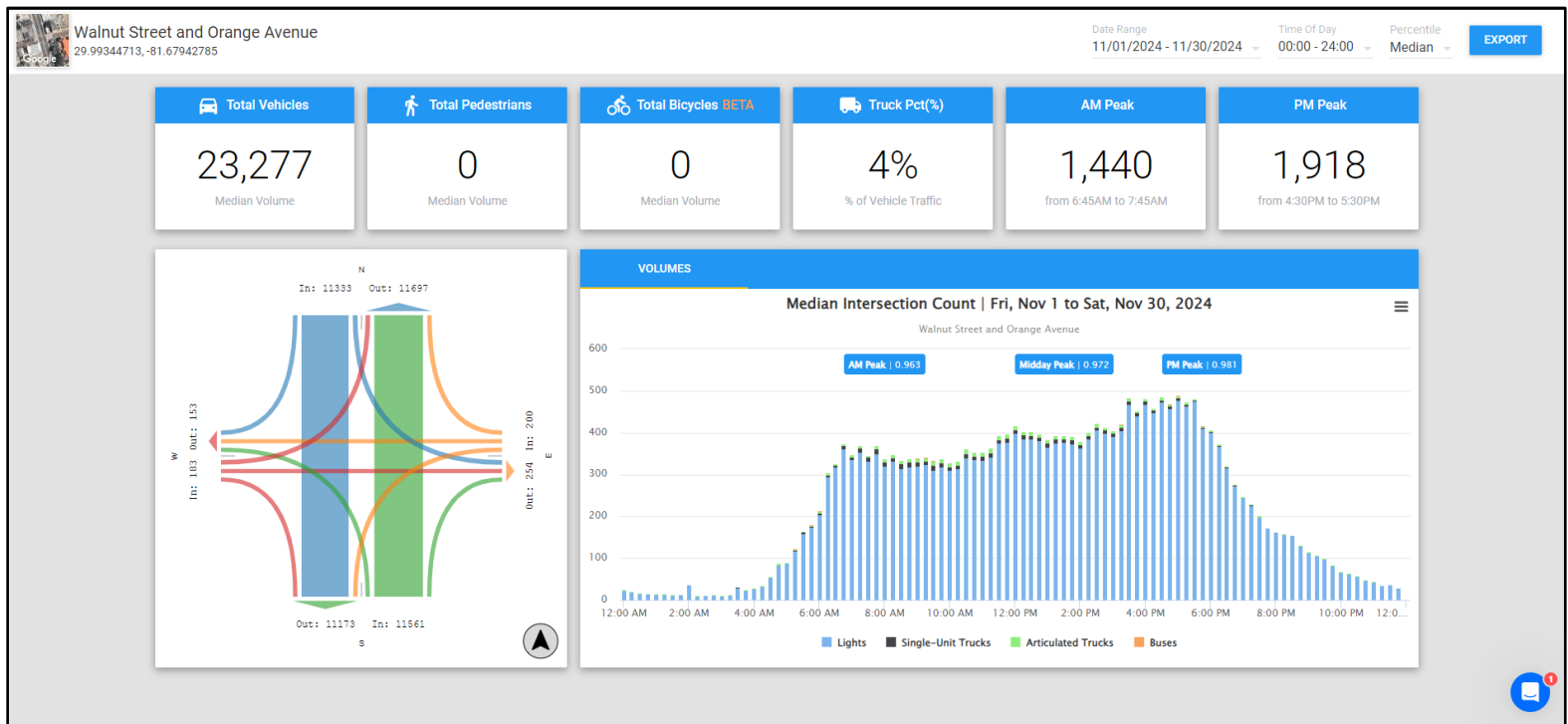
Report run on: 12/09/2024 11:19 AM

Reporting Group	Permit Type	Number Submitted	Number Issued	Issued Within 30	Issued Over 30	Mean Time to Issue	Standard Deviation	Average Cycles
Any	PLUMBING COMMERCIAL NEW	2	1	1	0	0	0	1
	PLUMBING RESIDENTIAL	3	4	4	0	0	0	1
	RE-ROOF	12	13	13	0	0	0	1
	RESIDENTIAL ADDITION	4	3	3	0	4	8.08	1
	RESIDENTIAL IMPROVEMENT	5	1	1	0	6	4.36	1
	RESIDENTIAL NEW	6	1	1	0	13	0.45	1
	ROOKERY ONLY- RESIDENTIAL NEW	1	0	0	0	0	0	1
	SHED UNDER 150SF	1	0	0	0	0	0	1
	SIGN	1	0	0	0	0	0	1
	SITE DEVELOPMENT	1	0	0	0	0	0	1
	SPECIAL EVENT	2	4	3	1	10	21.86	1
	TEMP POLE	0	1	1	0	0	0	1
	TENT - FIREWORKS SALES	1	0	0	0	0	0	1
	TREE REMOVAL	0	1	1	0	13	0	1

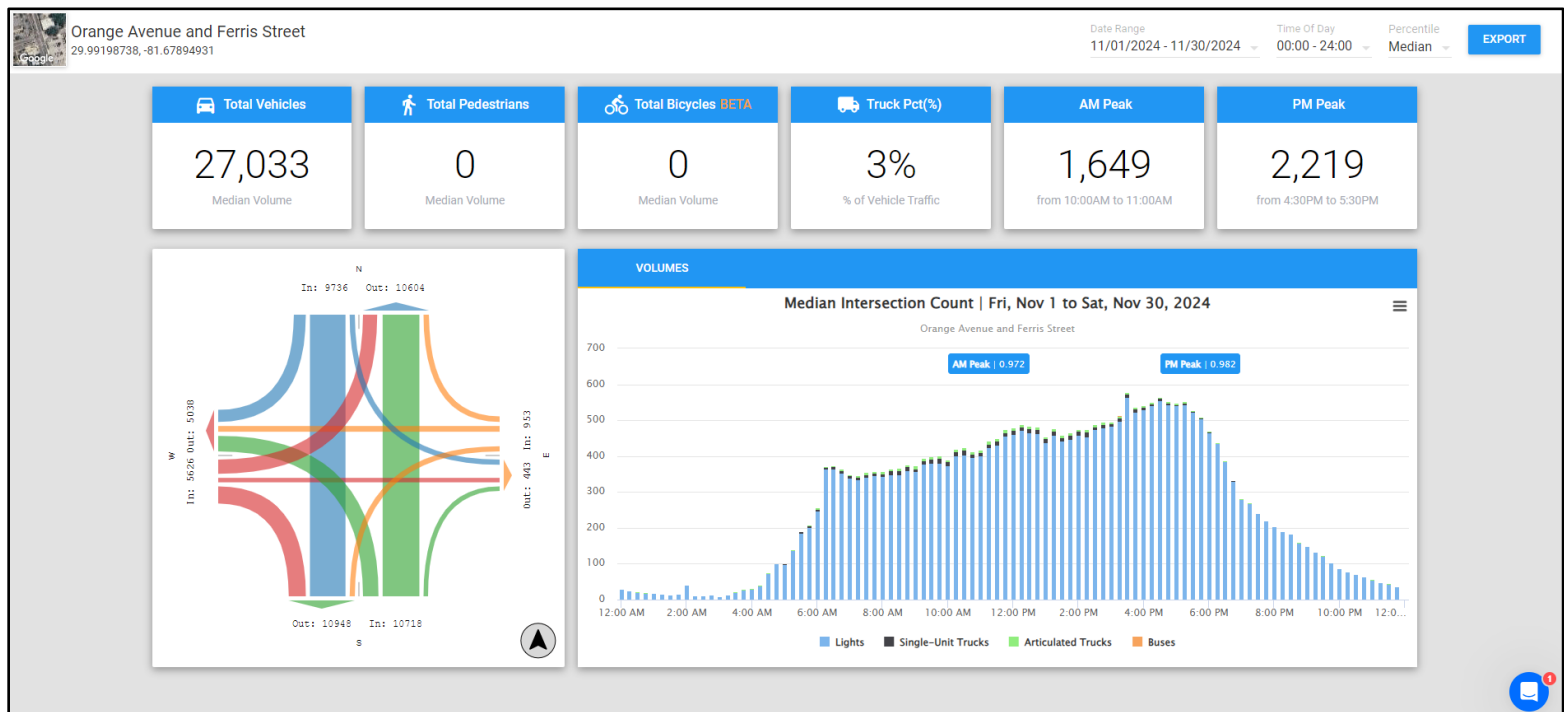
## Permits Over 30 Days

SPECIAL EVENT	EVT-24-021	CLOSED	415 LEMON STREET (THOMAS HOGANS MEMORIAL GYM) Green Cove Springs, FL 32043	Submitted: 09/24/2024	In Process: 51
	Dinklebells Pickleball Tournament 12/6-12/8			Technically Complete: 09/24/2024 Approved: 11/14/2024 Ready to Issue: 11/14/2024 Issued: 11/14/2024	Waiting: 0 Total Days: 51 Total Cycles: 1

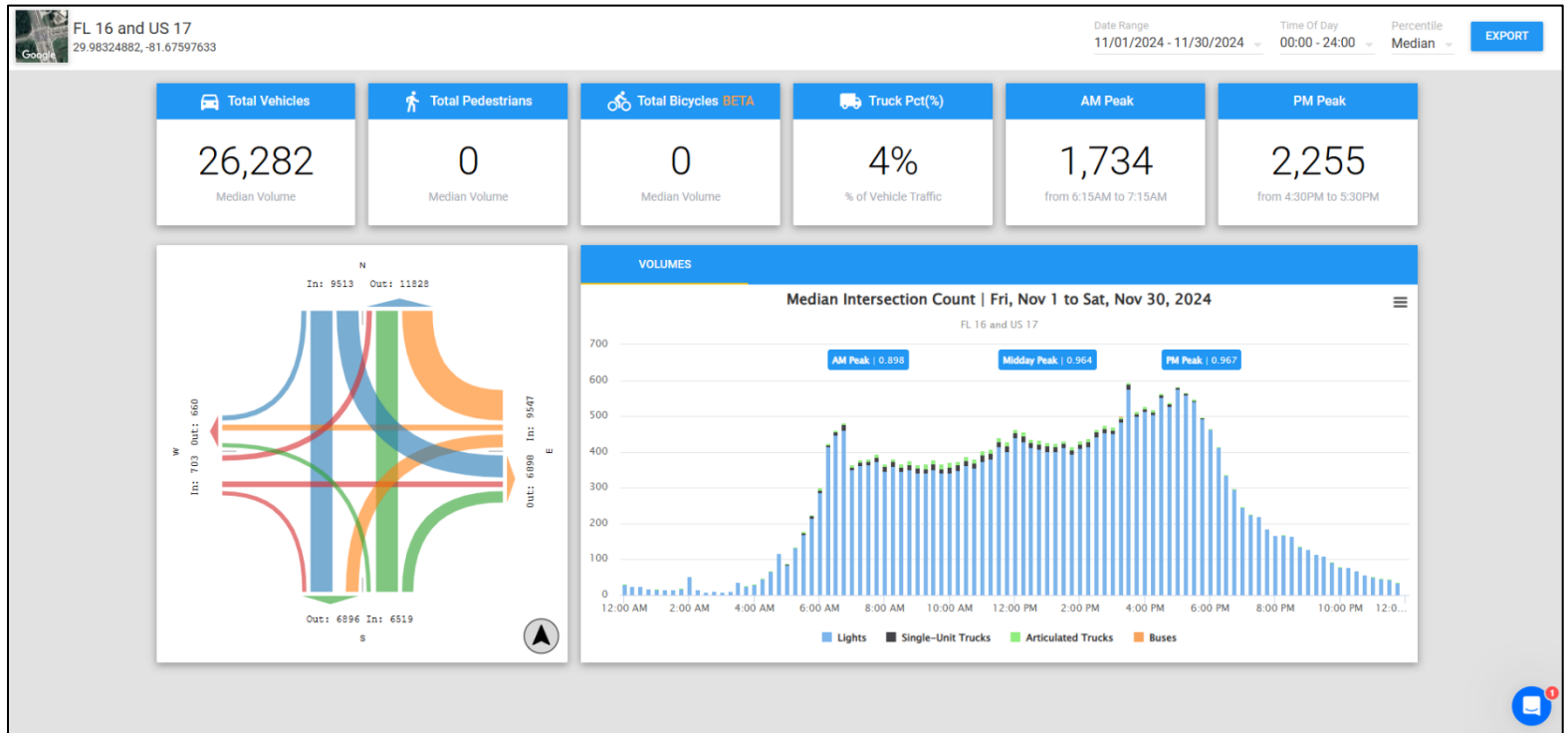
## Walnut Street and Orange Avenue Intersection Traffic Volumes



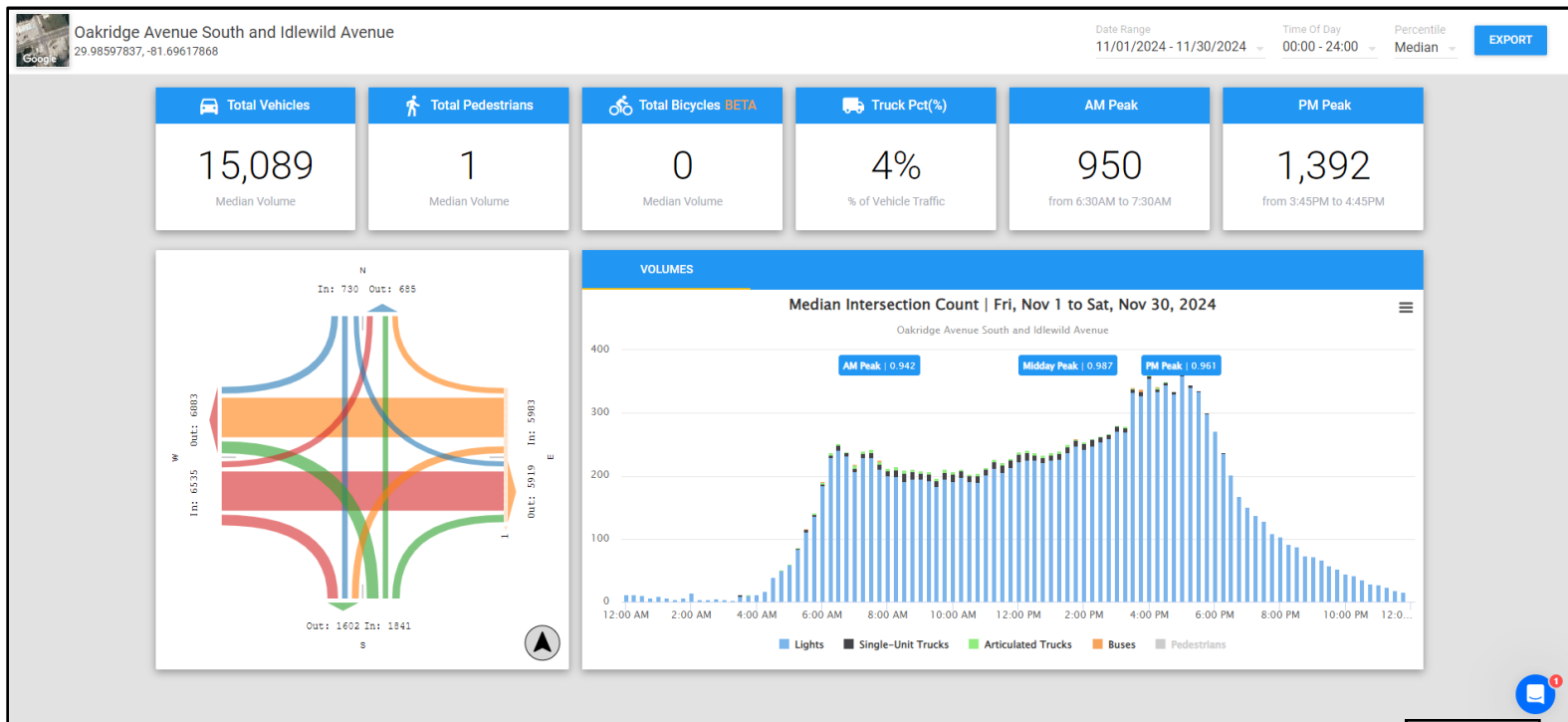
## Ferris Street and Orange Avenue Intersection Traffic Volumes



## US 17/SR 16 LCT Intersection Traffic Volumes



## Oakridge and Idlewild Intersection Traffic Volumes





## **Public Works Monthly Executive Summary October 2024**

### **Street Department**

During the month of October, the Street Department was very busy repairing potholes and sinkholes throughout Cove Life. We had **11.40** inches of rain this month. Additional activities for the month of October included:

- Assisted with the Stormwater and Sidewalk Improvements.
- Clean storm drains and ditches City Wide.
- Setup for traffic control for Food Truck Friday, October 4th.
- Setup for traffic control for Trunk or Treat October 25<sup>th</sup>.
- City Wide repainting crosswalks.
- Replace 25 City Street signs.
- 2 silt fence inspection

The Street Department completed **58** additional work orders that pertained to street and stormwater issues.

### **Parks Department**

During the month of October, the Parks Department mowed, trimmed, and edged all areas one time including the DOT rights-of-way, City Parks, and FCT property. Additional activities included:

- Clean the pool 3 times.
- Pre the Police Department for Trunk or Treat event.
- Prep our Spring Park for Food Truck Friday, October 4th.

The Parks Department completed **1** additional work order 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 October, Levi and John completed **86** work orders.

### **Tradesworker**

During the month of October **22** work orders were completed.

## **Solid Waste Department**

Cove Life, Litter Cleanup Program & New Services:

- Picked up everything around the rollout cans.
- Picked up as much loose trash, palm fronds, and sticks as possible on the streets, along the R.O.W. and ditches regardless of if it is near a container or not.
- Delivered 0 trash can and 0 recycle bins to new customers.
- Delivered 1 recycling bins to current customers.
- Repaired 10 trash cans.
- Replaced 10 trash cans.

This month **October** the city collected:

- **317.81 tons** of Class I garbage (5 % increase)
- **1.52 tons** of recycling (90% decrease)
- **274.91 tons** of yard waste (155% increase due to storms)
- **39.54 tons of Sludge**
- **18.93 Street Sweepings**
- **11.14 tons** of white goods and other junk
- **70.00 tons Commercial pickup**

For comparison during **October 2023**, the city collected:

- **303.51 tons** of Class I garbage
- **14.93 tons** of recycling
- **107.69 tons** of yard waste
- **75.41 tons of Sludge**
- **8.07 Street Sweepings**
- **14.34 tons** of white goods and other junk
- **70 tons Commercial pickup**

## **Water/Wastewater**

- W/WW crews/management had personal interaction with several citizens regarding water/sewer issues.
- Contacted all customers on water and irrigation “Highest Users” report that had unusual consumption (not usually on report)
- Staff continues to refine the scope and financials of the consolidated AWWTP, expanded reclaimed water system, wastewater collection system improvements and water system capital improvements to obtain maximum grant potential, optimize loan conditions and minimize impact to customers.
- W/WW/RW Projects;
  - Design of the improvements to the city’s wastewater treatment system (all phases) is complete. In order to maximize grant opportunities, the initial construction phase was split into two pieces, for a total of four phases;

- Phase I is construction of the on-site reclaimed water system (storage tanks, high service pumps, electrical) at the existing Harbor Road Facility, and rehabilitation of Master Lift Stations #2 and #4. This phase went out to bid in January in two parts – plant reclaimed water improvements & lift station #2 & #4. **Construction was completed in June 2020.** The total Phase I cost is \$6,120,600. Staff received \$4,063,425.00 in “Principal Forgiveness” (grant) from FDEP (SRF).
- Phase II:
  - Construction of the new 1.25 million gallon per day (MGD) advanced wastewater treatment plant (AWWTP) at the Harbor Road site.  
**Construction approximately 75% complete**
- Phase III:
  - A new force main from Lift Station #2 diverting the sewage from the South Plant to Harbor Road (all sewage generated in the City will be treated at the new Harbor Road AWWTP).
  - Decommissioning and “mothballing” of the South Wastewater Treatment Plant. The permit will remain in place and the plant could be re-commissioned at a later date depending on future activities at the Reynolds site.
- Phase IV (future – determined by growth) is a second identical 1.25 MGD AWWTP built at the Harbor Road site. An alternative would be construction of this train at the South Plant site in Reynolds Park if the southern /Reynolds portion of our service territory is where significant growth occurs
- Phase V (future – determined by growth) is a third identical 1.25 MGD AWWTP built at the Harbor Road or Reynolds site.
  - Sanitary Sewer Evaluation Survey (SSES) of the Core City wastewater collection system is **complete**, including Mittauer final report. Staff utilizes this data daily in evaluating collection system repairs and requests for sewer connections.
  - Continuing to work with FDOT and Clay County on utility relocations associated with the First Coast Expressway and Clay County road expansions (CR 315 & CR 209 / Russel Road).
- **Senate Bill 64 – Surface Water Discharge Elimination Act:** In 2021 the Florida Senate approved SB 64, which requires wastewater treatment plants to eliminate surface water discharges by 2035, which has become a significant financial burden to utilities. This requires the city to eliminate effluent discharge from the Harbor Road and South wastewater treatment plants to the St. Johns River. While the city has been implementing reclaimed water projects for several years, there are not enough uses to take all of the city’s treated wastewater. In November 2021 the city submitted to FDEP a plan as to how surface water discharges will be eliminated.

#### Potable Water:

- Staff and Mittauer have completed a full review of the future capital needs of the water system. A comprehensive capital improvement program (CIP) has been developed as part of the Water Master Plan. As in the past, the timing of many of these

improvements is driven by future activities in Reynolds Industrial Park and other areas of our service territory. The city has received an FDEP – SRF loan for Planning and Engineering of several of the CIP improvements so that as the need for the improvements occur, the City is ahead of the game and can apply very quickly to SRF for actual construction dollars as “shovel-ready” projects. The total design project cost is \$356,800.00, with a \$178,400.00 (50%) principal forgiveness (grant), leaving an actual loan of \$180,100.00.

- Reynolds Water System Improvements:
  - New water mains along two primary streets to remedy fire hydrants that were inadequate.
  - New 12” water main crossing under SR 16 to replace aging mains that endanger the integrity of the road. This eliminated four existing crossings.
  - New water main along Red Bay Road eliminating existing aging and leaking pipes. In addition remediating fire hydrants that were inadequate.
  - New water main and sewer force main extension from Reynolds Park to and across the MOBRO complex. This extension is designed to supply water, fire protection & sewer needs to MOBRO and future developments to the east.
  - **Completed September 2021**

#### South Service Territory Improvements:

- New 12” water main loop from US17 along CR 209 S to the existing 12” water main that terminated at 4600 CR 209 S. This also included a new 4” sewer force main from US 17 along CR 209 S to the First Coast Expressway crossing. **Completed September 2021**
- The City has received grants from the State of Florida Hazard Mitigation Grant Program (HMGP) to install auxiliary generators at 17 sewage lift stations, and install generators / raise infrastructure at four additional stations. The grant funds 75% of the improvements. **Approximately 99% complete**
- Continued remediation of malfunctioning or out-of-service hydrants.
- Operated and maintained the Harbor Rd. and South Wastewater Treatment Plants as well as the Harbor Rd. and Reynolds Water Treatment Plants to meet the requirements of Regulatory Agencies.
- Continued to make process control adjustments at the Harbor Rd. and South WWTP in efforts to further lower Total Nitrogen and Total Phosphorus levels being discharged to the St. Johns River.
- Continued landscape maintenance at Water and Wastewater Treatment Facilities as well as lift stations.
- Continued preventative maintenance on all treatment facility generators.
- Completed 2 new services.
- Completed 71 water-related work orders.
- Completed 20 sewer related work orders.
- Responded to 156 utilities locate requests.

**TOP 10 WATER CUSTOMERS OCTOBER 2024**

Largest  
(By Consumption)

Rank	CONSUMER
1	Sheriff's Department
2	St John's Landing
3	Kinder Health
4	Oak Street OPCO LLC
5	Clay Port INC
6	Governors Landing
7	Premier Surface Design LLC
8	Garber Realty/Car Wash
9	Dreh Holdings LLC
10	Springs Coin Laundry

Largest  
(By Dollar Amount)

Rank	CONSUMER
1	St John's Landing
2	Sheriff's Department
3	Kindred Health
4	Oak Street OPCO LLC
5	Clay Port INC
6	Governors Landing
7	Dreh Holding LLC
8	Garber Realty/Car Wash
9	CCUA Hagan's Ridge
10	Scrubbles

**TOP 10 IRRIGATION CUSTOMERS OCTOBER 2024**

Largest  
(By Consumption)

Rank	CONSUMER
1	Magnoila Point Association
2	Magnolia Point Investments
3	Permabase Building Products
4	Vallencourt Construction
5	Sheriff's Department
6	Mobro Marine INC
7	Governors Point Yacht Club
8	Coral Ridge Foods, GC #4868
9	Green Cove Springs Junior High
10	Brad & Beth Taman

Largest  
(By Dollar Amount)

Rank	CONSUMER
1	Magnolia Point Association
2	Magnolia Point Investments
3	Permabase Building Products
4	Mobro Marine INC
5	Vallencourt Construction
6	Sheriffs Department
7	Brad & Beth Taman
8	Governors Point Yacht Club
9	Coral Ridge Food GC #4868
10	Green Cove Springs Junior High

**TOP 10 SEWER CUSTOMERS OCTOBER 2024**

Largest  
(By Consumption)

Rank	CONSUMER
1	Sheriff's Department
2	St Johns Landing
3	Kindred Health
4	Oak Street OPCO LLC
5	Clay Port INC
6	Governors Landing
7	Premier Surface Design LLC
8	Garber Realty/Car Wash
9	Dreh Holding LLC
10	Springs Coin Laundry

Largest  
(By Dollar Amount)

Rank	CONSUMER
1	St Johns Landing
2	Sheriff's Department
3	Kindred Health
4	Oak Street OPCO LLC
5	Clay Port INC
6	Governors Landing
7	Dreh Holdings LLC
8	Clay High
9	Garber Realty/Car Wash
10	Scrubbles



## Wastewater Plant Capacity Status

**South Plant: TMDL Capacity 0.350 MGD\*,**

- Current Loading 0.269 MGD\*, 77% Capacity (October 2024 Annual Average)
- Current & Committed (.065) Loading 0.334 MGD\*, 95% Capacity
- Current, Committed (.065) & Requested (0.05) Loading 0.339 MGD\*, 97% Capacity

**Harbor Road: TMDL Capacity 0.650 MGD\***

- Current Loading 0.504 MGD\*, 78% Capacity (October 2024 Annual Average)
- Current & Committed (0) Loading 0.504 MGD\*, 78% Capacity
- Current, Committed & Requested (0) Loading 0.504 MGD\*, 78% Capacity

\*MGD = Million Gallons per Day

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



## **Public Works Monthly Executive Summary NOVEMBER 2024**

### **Street Department**

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

- Assisted with the Stormwater and Sidewalk Improvements.
- Clean storm drains and ditches City Wide.
- Setup for traffic control for November 2<sup>nd</sup> Food Truck Friday and 150 years celebration.
- Assist with installation of security lights and VFH Park and Pickleball Court
- Pickle Ball Court install gates
- 3 silt fence inspection
- Prepare the City for the Christmas season, Christmas on Walnut Street and Parade.

The Street Department completed **39** additional work orders that pertained to street and stormwater issues.

### **Parks Department**

During the month of November, the Parks Department mowed, trimmed, and edged all areas one time including the DOT rights-of-way, City Parks, and FCT property. Additional activities included:

- Clean the pool 3 times.
- Prepare the City for the Christmas season, Christmas on Walnut Street and Parade.
- Prep our Spring Park November 2<sup>nd</sup> Food Truck Friday and 150 years

The Parks Department completed **1** additional work order 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 November, Levi and John completed **84** work orders.

## **Tradesworker**

During the month of November **20** work orders were completed.

### **Solid Waste Department**

Cove Life, Litter Cleanup Program & New Services:

- Picked up everything around the rollout cans.
- Picked up as much loose trash, palm fronds, and sticks as possible on the streets, along the R.O.W. and ditches regardless of if it is near a container or not.
- Delivered 0 trash can and 0 recycle bins to new customers.
- Delivered 1 recycling bins to current customers.
- Repaired 2 trash cans.
- Replaced 59trash cans.

This month **November** the city collected:

- **262.98 tons** of Class I garbage (4 % decrease)
- **0.22 tons** of recycling (99% decrease)
- **99.55 tons** of yard waste (68% increase)
- **88.27 tons of Sludge**
- **5.88 Street Sweepings**
- **14.71 tons** of white goods and other junk
- **70.00 tons Commercial pickup**

For comparison during **November 2023**, the city collected:

- **274.58 tons** of Class I garbage
- **16.37 tons** of recycling
- **59.24 tons** of yard waste
- **0 tons of Sludge**
- **0 Street Sweepings**
- **7.15 tons** of white goods and other junk
- **70 tons Commercial pickup**

### **Water/Wastewater**

- W/WW crews/management had personal interaction with several citizens regarding water/sewer issues.
- Contacted all customers on water and irrigation “Highest Users” report that had unusual consumption (not usually on report)
- Staff continues to refine the scope and financials of the consolidated AWWTP, expanded reclaimed water system, wastewater collection system improvements and water system capital improvements to obtain maximum grant potential, optimize loan conditions and minimize impact to customers.
- W/WW/RW Projects;

- Design of the improvements to the city's wastewater treatment system (all phases) is complete. In order to maximize grant opportunities, the initial construction phase was split into two pieces, for a total of four phases;
  - Phase I is construction of the on-site reclaimed water system (storage tanks, high service pumps, electrical) at the existing Harbor Road Facility, and rehabilitation of Master Lift Stations #2 and #4. This phase went out to bid in January in two parts – plant reclaimed water improvements & lift station #2 & #4. **Construction was completed in June 2020.** The total Phase I cost is \$6,120,600. Staff received \$4,063,425.00 in “Principal Forgiveness” (grant) from FDEP (SRF).
  - Phase II:
    - Construction of the new 1.25 million gallon per day (MGD) advanced wastewater treatment plant (AWWTP) at the Harbor Road site.  
**Construction approximately 75% complete**
  - Phase III:
    - A new force main from Lift Station #2 diverting the sewage from the South Plant to Harbor Road (all sewage generated in the City will be treated at the new Harbor Road AWWTP).
    - Decommissioning and “mothballing” of the South Wastewater Treatment Plant. The permit will remain in place and the plant could be re-commissioned at a later date depending on future activities at the Reynolds site.
  - Phase IV (future – determined by growth) is a second identical 1.25 MGD AWWTP built at the Harbor Road site. An alternative would be construction of this train at the South Plant site in Reynolds Park if the southern /Reynolds portion of our service territory is where significant growth occurs
  - Phase V (future – determined by growth) is a third identical 1.25 MGD AWWTP built at the Harbor Road or Reynolds site.
- Sanitary Sewer Evaluation Survey (SSES) of the Core City wastewater collection system is **complete**, including Mittauer final report. Staff utilizes this data daily in evaluating collection system repairs and requests for sewer connections.
- Continuing to work with FDOT and Clay County on utility relocations associated with the First Coast Expressway and Clay County road expansions (CR 315 & CR 209 / Russel Road).
- **Senate Bill 64 – Surface Water Discharge Elimination Act:** In 2021 the Florida Senate approved SB 64, which requires wastewater treatment plants to eliminate surface water discharges by 2035, which has become a significant financial burden to utilities. This requires the city to eliminate effluent discharge from the Harbor Road and South wastewater treatment plants to the St. Johns River. While the city has been implementing reclaimed water projects for several years, there are not enough uses to take all of the city's treated wastewater. In November 2021 the city submitted to FDEP a plan as to how surface water discharges will be eliminated.

**Potable Water:**

- Staff and Mittauer have completed a full review of the future capital needs of the water system. A comprehensive capital improvement program (CIP) has been developed as part of the Water Master Plan. As in the past, the timing of many of these improvements is driven by future activities in Reynolds Industrial Park and other areas of our service territory. The city has received an FDEP – SRF loan for Planning and Engineering of several of the CIP improvements so that as the need for the improvements occur, the City is ahead of the game and can apply very quickly to SRF for actual construction dollars as “shovel-ready” projects. The total design project cost is \$356,800.00, with a \$178,400.00 (50%) principal forgiveness (grant), leaving an actual loan of \$180,100.00.
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  - New water main and sewer force main extension from Reynolds Park to and across the MOBRO complex. This extension is designed to supply water, fire protection & sewer needs to MOBRO and future developments to the east.
  - **Completed September 2021**

**South Service Territory Improvements:**

- New 12” water main loop from US17 along CR 209 S to the existing 12” water main that terminated at 4600 CR 209 S. This also included a new 4” sewer force main from US 17 along CR 209 S to the First Coast Expressway crossing. **Completed September 2021**
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- 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 2 new services.
- Completed 51 water-related work orders.
- Completed 12 sewer related work orders.
- Responded to 118 utilities locate requests.

**TOP 10 WATER CUSTOMERS NOVEMBER 2024**

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Sheriff's Department	1	St John's Landing
2	Oak Street OPCO LLC	2	Oak Street OPCO LLC
3	Kinder Health	3	Kindred Health
4	Clay Port INC	4	Clay High
5	Governors Landing Condo INC	5	Clay Port INC
6	Luv Car Wash	6	Luv Car Wash
7	Garber Realty/Car Wash	7	Garber Realty/Car Wash
8	Clay High	8	Governors Landing Condo INC
9	Premier Surface Design LLC	9	Premier Surface Design LLC
10	Earth Works of Florida LLC	10	Earth Works of Florida LLC

**TOP 10 IRRIGATION CUSTOMERS NOVEMBER 2024**

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Sheriff's Department	1	Sheriff's Department
2	Permabase Building Products	2	Permabase Building Products
3	Magnolia Point Investments	3	Magnolia Point Investments
4	Vallencourt Construction	4	Mobro Marine INC
5	Mobro Marine INC	5	Vallencourt Construction
6	Magnolia Point Association	6	Magnolia Point Association
7	Green Cove Springs Junior High	7	Green Cove Springs Junior High
8	Governors Point Yacht Club	8	Governors Point Yacht Club
9	Coral Ridge Foods	9	AMH Development Res
10	Jeffrey Schoen	10	Coral Ridge Foods

**TOP 10 SEWER CUSTOMERS NOVEMBER 2024**

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Sheriff's Department	1	St Johns Landing
2	St Johns Landing	2	Sheriff's Department
3	Oak Street OPCO LLC	3	Oak Street OPCO LLC
4	Kindred Health	4	Kindred Health
5	Clay Port INC	5	Clay Port INC
6	Governors Landing	6	Clay High
7	Luv Car Wash	7	Luv Car Wash
8	Garber Realty/Car Wash	8	Governors Landing Condo
9	Clay High	9	Garber Realty/Car Wash
10	Premier Surface Design LLC	10	Premier Surface Design LLC

## Wastewater Plant Capacity Status

### South Plant: TMDL Capacity 0.350 MGD\*,

- Current Loading 0.269 MGD\*, 77% Capacity (October 2024 Annual Average)
- Current & Committed (.065) Loading 0.334 MGD\*, 95% Capacity
- Current, Committed (.065) & Requested (0.05) Loading 0.339 MGD\*, 97% Capacity

### Harbor Road: TMDL Capacity 0.650 MGD\*

- Current Loading 0.504 MGD\*, 78% Capacity (October 2024 Annual Average)
- Current & Committed (0) Loading 0.504 MGD\*, 78% Capacity
- Current, Committed & Requested (0) Loading 0.504 MGD\*, 78% Capacity

\*MGD = Million Gallons per Day

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