

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
WEDNESDAY, OCTOBER 06, 2021 – 7:00 PM



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

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

AGENDA

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

Roll Call

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

AWARDS & RECOGNITION

1. Proclamation: Breast Cancer Awareness Month
2. Proclamation: Dr. Platt & Staff Appreciation

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.

3. City Council approval of funding for sludge dewatering for FY 22 in the amount of \$60,000.00 to Synagro, piggybacking on the existing Pasco County contract. **Scott Schultz**
4. City Council authorization to purchase fuel from Gate Petroleum through Cooperative Bid No. 17-BA-122, effective December 1, 2019 through December 30, 2022, to provide unleaded and diesel fuel for all City Departments, and to issue a Purchase Order to Gate Petroleum in the amount of \$160,000 for FY 2022. **Scott Schultz**
5. City Council authorization to piggyback the City of Atlantic Beach RFP 21-01 Annual Contract for Environmental Laboratory Services with AEL for water and wastewater laboratory services for FY 2022. **Scott Schultz**
6. City Council approval of the Florida City Government Week Proclamation **Erin West**

- [7.](#) City Council approval of the Dr. Platt & Staff Appreciation Proclamation **Erin West**
- [8.](#) City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute, Amendment 1 to the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Agreement No. WW1000420, adding an additional \$6,186,500.00 to the original loan amount of \$12,000,000.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF). **Scott Schultz**
- [9.](#) City Council approval of Resolution Number R-27-2021 approving amended MOA for right-of-way maintenance with FDOT. **Mike Null**
- [10.](#) City Council approval of Pay Application #7 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$166,139.96, leaving a balance of \$93,521.01 in contract number LC 2020-17 in the total revised amount of \$954,620.17. **Andy Yeager**
- [11.](#) City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute Amendment #2, the final reconciliation and closing documentation to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for a total loan / grant amount of \$412,900.00. **Scott Schultz**
- [12.](#) City Council approval to surplus (sell) fill dirt from the Harbor Road AWWTF construction. **Scott Schultz**
- [13.](#) City Council approval of funding in the amount of \$162,000.00 for Tree Trimming near Electrical Distribution/ Service Lines under a Professional Services Agreement with Davey Tree Expert Company for Fiscal Year 2022. **Andy Yeager**
- [14.](#) City Council approval to insert proposed water rate changes for Fiscal Year 2022 in the October cycle customer bills and to publish notification in the Clay Today newspaper. **Scott Schultz**
- [15.](#) City Council approval of, Contractor's Pay Request #5, in the amount of \$306,191.12 to Williams Industrial for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of \$15,426,644.33. **Scott Schultz**

COUNCIL BUSINESS

- [16.](#) FMPA - October 2021 **Bob Page**
- [17.](#) Potential Development Moratorium Discussion **Michael Daniels**
18. City Manager & City Attorney Reports / Correspondence
19. City Council Reports / Correspondence

Adjournment

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

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

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

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

ADA NOTICE

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

PUBLIC PARTICIPATION:

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

EXPARTE COMMUNICATIONS

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

Proclamation

WHEREAS, October is National Breast Cancer Awareness Month; and

WHEREAS, October 15th is National Mammography Day; and

WHEREAS, breast cancer is the most commonly diagnosed cancer worldwide and the second leading cause of cancer death among women in the United States; and

WHEREAS, an estimated 281,550 new cases of female invasive breast cancer will be diagnosed in 2021; and

WHEREAS, an estimated 2,650 cases of male breast cancer will be diagnosed in 2021; and

WHEREAS, there are more than 3.8 million breast cancer survivors in the United States today; and

WHEREAS, death rates from breast cancer have been declining, and this change is believed to be the result of earlier detection, increased awareness, and continually improving treatment options; and

WHEREAS, mammography, an “x-ray of the breast,” is the recognized single most effective method of detecting breast changes that may be cancer long before physical symptoms can be seen or felt.

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

Section 1. That I, Mayor Edward R. Gaw, on behalf of the City Council of the City of Green Cove Springs, do hereby proclaim October 2021 to be “**Breast Cancer Awareness Month**” and October 15th as “**Mammography Day**” in Green Cove Springs.

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 GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 5TH DAY OF OCTOBER, 2021.



CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** October 5, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of funding for sludge dewatering for FY 22 in the amount of \$60,000.00 to Synagro, piggybacking on the existing Pasco County contract.

BACKGROUND

This is a recurring activity which is essential to the operation of the wastewater treatment facilities. Pasco county is similar in size and quantity and has an existing contract of which this is the last of three years which we have piggybacked with.

FISCAL IMPACT

\$60,000.00 to the Wastewater Fund Operating Budget

RECOMMENDATION

Approve funding for sludge dewatering for FY 22 in the amount of \$60,000.00 to Synagro, piggybacking on the existing Pasco County contract.

AGREEMENT

THIS AGREEMENT is dated as of the 26th day of March in the year 2019 by and between **PASCO COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter called "County") and **Synagro South, LLC** (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, County desires to retain Contractor to provide **ONGOING AND AS NEEDED SEWAGE SLUDGE DEWATERING AND HAULING SERVICES**; and

WHEREAS, County has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as County's Contractor for **ONGOING AND AS NEEDED SEWAGE SLUDGE DEWATERING AND HAULING SERVICES** based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This contract consists of providing all materials, labor, equipment, and services necessary for performing on-site sewage sludge dewatering services and also transportation services of non-dewatered sewage sludge on an as needed basis for the Pasco County Utilities Department.

ARTICLE 2 - COUNTY'S REPRESENTATIVE

The Project is administered by:

Pasco County Utilities
19420 Central Blvd.
Land O' Lakes, Florida 34637

Who is to act as County's representative, assume all duties and responsibilities, and have the rights and authority assigned to the County's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 Unless prior notice to the contrary is given to the Contractor by the County, the Contract shall be in full force and effective starting on the date of BOCC approval and continuing for 3 consecutive years, expiring in 2022.

ARTICLE 4 – LIQUIDATED DAMAGES

- 4.1 Failure of the contractor to perform as described in the Contract Documents, or failure to complete all activities as required as provided herein may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.
- 4.2 Failure to perform dewatering services could result in mobilizing liquid sludge offsite. In such an event the actual damages to the County for any delay and transportation will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor may be subject to a reduction from the next monthly invoice by the amount of \$0.05 per gallon as fixed, agreed, and liquidated damages for each gallon of liquid sludge transported offsite due to the Contractor's failure to perform or due to its negligence. Such deductions will continue until said service is properly performed or the contract is cancelled. In addition to these charges, failure to obtain the 20% solids content from the dewatering process will result in deduction in payments as further explained in the Technical Specifications Section.
- 4.3 These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgement and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

ARTICLE 5 - CONTRACT PRICE

- 5.1 The undersigned Bidder agrees to accept as full compensation for all work required by these contract documents the unit price items named in the Bid Form. It is understood and agreed that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Bidder based on quantities actually serviced as determined by the applicable measurement and payment portion of Contract Conditions.
- 5.2 Discounts for prompt payment requiring payment by the County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than sixty (60) days will not be considered during evaluation for award, but may be taken if applicable after award.
- 5.3 All incidental costs, including allowances for profit and tools of the trade, must be included in the unit prices.

ARTICLE 6 - PAYMENT PROCEDURES

- 6.1 Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct invoice for reasonable work allocable to the contract or after the

date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.

- 6.2 The Board has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that Contractors providing goods and/or services to the Board receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (the Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Department of Secretarial Services, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of \$1.20 (one dollar and twenty cents). Please make your check payable to Paula O' Neil, Clerk of the Circuit Court, and forward payment to the Department of Secretarial Services at the address noted above. For further information, please call (352) 521-4347.
- 6.3 Several payment options are available to successful Contractor, upon receipt of a proper invoice:
 - 6.3.1 Check may be mailed to the remit address on the invoice. The check is mailed the day after Board approval.
 - 6.3.2 Check may be picked up in Dade City after 1:00 pm. The Contractor must pick up the check the day after Board approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions and forms.
 - 6.3.3 Payment may be wire-transferred to the Contractor's bank account. The Contractor must call (352) 521-4599 for detailed instructions and forms.

ARTICLE 7 - TERMINATION OF AGREEMENT

- 7.1 County may terminate or cancel this Agreement at its discretion and said termination shall be effective, with cause after written notice has been provided to the Contractor or without cause after 30 days written notice has been provided to the Contractor.
- 7.2 Following termination, County shall make a settlement with the Contractor upon a pro rata basis as determined by County, which shall fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

In order to induce County to enter into this Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 8.2 Contractor understands the estimate of quantities of the item of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a

uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The County further reserves the right to vary the quantities in any amount.

ARTICLE 9 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between County and Contractor concerning the Work, consist of the following:

- 9.1 This Agreement.
- 9.2 Invitation to Bid.
- 9.3 Instructions to Bidders.
- 9.4 Condition of Contract.
- 9.5 Proposal and Bid Forms.
- 9.6 Insurance Certificate.
- 9.7 Contract Forms
- 9.8 Specifications.
- 9.9 Addenda numbers 1 to, 1 inclusive.
- 9.10 Documents submitted by Contractor prior to Notice of Award (Pages 24 to, 34 inclusive).
- 9.11 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 10 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of County. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 11 – INDEMNIFICATION

- 11.1 The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments, damages, losses and expenses, including court costs and attorney's fees, arising out of or resulting from the CONTRACTOR'S errors, omissions, mistakes, and/or negligence.
- 11.2 The CONTRACTOR shall further be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments, damages, losses and expenses, including court costs and attorney's fees, arising out of or resulting from the errors, omissions, mistakes, and/or negligence of any Subcontractor(s) and/or Subcontractor(s) engaged by CONTRACTOR during the Effective Period of this Agreement performing or furnishing services, work and materials pursuant to this Agreement or any WORK ORDER(S) or Notices To Proceed issued hereunder. The CONTRACTOR shall not be liable to nor indemnify the COUNTY for any portion of damages or claims arising out of error, omission, and/or negligence of the COUNTY, its employees, designated representatives, and agents.
- 11.3 The CONTRACTOR'S indemnification obligation under this provision shall not be limited in any way to the consideration hereunder, the agreed upon contract price as shown in this Agreement, or the CONTRACTOR'S lack of sufficient insurance protection. The CONTRACTOR hereby acknowledges and expressly agrees that the compensation to be paid to the CONTRACTOR by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.
- 11.4 The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.

ARTICLE 12 - MISCELLANEOUS

- 12.1 Contractor shall perform all Services under this Agreement as an independent contractor. Contractor shall not be considered an agent of County nor shall Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of County.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assign or from any duty or responsibility under the Contract Documents.
- 12.3 County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns,

legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

- 12.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with County against defects due to faulty workmanship or materials for a period of 365 days from the date of repair. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the County, subject to the following additional conditions.

12.4.1 This guarantee is in addition to factory warranties covering material where applicable under contract.

12.4.2 Nothing herein contained shall serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.

12.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

- 12.5 The Agreement shall be governed by and construed under the laws of the State of Florida.

- 12.6 Venue for any action arising under this Agreement shall lie in Pasco County, Florida at the West Pasco Judicial Center.

- 12.7 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement shall be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to County:

Public Infrastructure, Pasco County Utilities
19420 Central Blvd.
Land O' Lakes, FL 34637

Attention: Michael J. Carballa, P.E. BCEE
Assistant County Administrator, Public Infrastructure

If to the Contractor:

Synagro South, LLC
435 Williams Court, Suite 100
Baltimore, MD 21220

Attention: Ben C. Smith Jr. – VP & Treasurer

ARTICLE 12 – LAW COMPLIANCE

- 12.1 Each party will comply with all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor

verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the County.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives as noted below.



ATTEST: Paula S. O'Neil, Ph.D.
Clerk & Comptroller

BY:

Muhelach Se
CLERK & Comptroller

BOARD OF COUNTY COMMISSIONERS:
Pasco County, Florida

BY:

Ronald E. Oakley
CHAIRMAN, RONALD E. OAKLEY

APPROVED
IN SESSION

MAR 26 2019

PASCO COUNTY
BCC

ATTEST:

WITNESS 1.

E. X. Knut

EMIL KNEIS
(Printed name of signatory)

WITNESS 2:

J. B. Vairavan

Bala Vairavan
(Printed name of signatory)

CONTRACTOR:

SYNKO SOUTH, LLC

BY:

[Signature] (SEAL)

Authorized Corporate Officer or
Individual (Sign Before Two
Witnesses and Notary Public)

ASSISTANT SECRETARY
(Printed title of signatory)

435 WILLIAMS COURT, STE 100
BALTIMORE, MD 21220
(Business Address of Contractor)

443 489 9000
Business Phone of Contractor

**ACKNOWLEDGEMENT OF CONTRACTOR
(IF A CORPORATION OR LIMITED LIABILITY COMPANY)**

STATE OF MARYLAND }
COUNTY OF BALTIMORE }SS

On this 15TH day of FEBRUARY, 2019, before me, the undersigned authority, personally appeared ELIZABETH GIRANT, to me known to be the individual described in and who executed the foregoing instrument as the ASSISTANT SECRETARY [title] of SYNAGRO SOUTH, LLC [name] of corporation or limited liability company], a DELAWARE [state] of incorporation/establishment] LLC [type] of entity], the CONTRACTOR herein, and who severally and duly acknowledged the execution of such instrument as such an officer of the aforesaid CONTRACTOR, for and on behalf of, and as the act and deed of, the CONTRACTOR, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of the CONTRACTOR, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

Constance A. Reynolds
(Signature of Notary Public - State of ~~Florida~~ Maryland)

Constance A. Reynolds
(Print, Type, or Stamp Commissioned Name of Notary Public)

Constance A. Reynolds
Notary Public
Anne Arundel County, Maryland
My Commission Expires
September 28, 2019

Personally known X or produced identification _____ [check one]

Type of identification produced _____ [describe].

(NOTARY SEAL)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

2 Business name/disregarded entity name, if different from above
Synagro South, LLC

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

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
435 Williams Court, Suite 100

6 City, state, and ZIP code
Baltimore, MD 21220

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-						
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or

Employer identification number

7	6	-	0	6	1	2	5	6	7
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ►  Date ► 11/3/19

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1098-C (canceled debt)
 - Form 1098-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** October 5, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council authorization to purchase fuel from Gate Petroleum through Cooperative Bid No. 17-BA-122, effective December 1, 2019 through December 30, 2022, to provide unleaded and diesel fuel for all City Departments, and to issue a Purchase Order to Gate Petroleum in the amount of \$160,000 for FY 2022.

BACKGROUND

Bid No. 17-BA-122 was established for the purchase and delivery of Unleaded Gasoline, #2 Undyed Diesel, and Dyed Diesel Fuel needs for The School Board of Clay County, The Board of Clay County Commissioners, The City of Green Cove Springs, and The Town of Orange Park. Ten (10) bids were solicited and five (5) bids were received. The vendor awarded is the lowest most qualified responsive bidder meeting specifications. Contract Period is December 1, 2019 through December 30, 2022.

FISCAL IMPACT

Fuel is charged to each department based on actual usage.

RECOMMENDATION

Authorize the purchase of fuel from Gate Petroleum through Cooperative Bid No. 17-BA-122, effective December 1, 2019 through December 30, 2022, to provide unleaded and diesel fuel for all City Departments, and to issue a Purchase Order to Gate Petroleum in the amount of \$160,000 for FY 2022.



School Board of Clay County

October 3, 2019 - Regular School Board Meeting

Title

C12 - BID Renewal

Description

Renew BIDs as required per FS 287, DOE 6A-1.012 and School Board Policy

a. Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel BID #17-BA-122: Contract Period is December 1, 2019 through December 30, 2022. The contract period is for 3 years and is the final renewal option for Bid. Bid established for the purchase and delivery of total Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel needs for The School Board of Clay County, The Board of Clay County Commissioners, The City of Green Cove Springs and The Town of Orange Park.

Gap Analysis

The District requires contractors to provide services to ensure our facilities and equipment are maintained and functional. The District requires vendors to provide products to ensure our students and staff receive the items to meet their needs.

Previous Outcomes

Original Bid was Board approved October 20, 2016 and has been used successfully during the past term to provide quality services and products to the district.

Expected Outcomes

Upon approval by the Board; we expect the contractors and vendors to continue providing quality services and products at the same terms and conditions as when the original Bid were awarded.

Strategic Plan Goal

Goal 2; Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

a. Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel BID #17-BA-122:

- Gate Fuel Services, P.O. Box 23627, Jacksonville, FL 32241

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

a. Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel BID #17-BA-122: Contract Term Estimated \$5,000,000.00 from General Revenue

Review Comments

Attachments

No attachments available



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** October 5, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council authorization to piggyback the City of Atlantic Beach RFP 21-01 Annual Contract for Environmental Laboratory Services with AEL for water and wastewater laboratory services for FY 2022.

BACKGROUND

The water and wastewater departments utilize commercial testing laboratories for operational and permit compliance analysis. Staff is requesting authorization to piggyback on the City of Atlantic Beach contract with AEL to provide those services.

FISCAL IMPACT

\$50,000.00 to the Wastewater fund operating budget

\$5,000.00 to the Water fund operating budget

RECOMMENDATION

Authorize the piggyback the of City of Atlantic Beach RFP 21-01 Annual Contract for Environmental Laboratory Services with AEL for water and wastewater laboratory services for FY 2022.

RESOLUTION NO. 20-54**A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA AWARDED RFP NO. 21-01 MULTI-YEAR CONTRACT FOR ENVIRONMENTAL LABORATORY SERVICES.**

WHEREAS, the City advertised RFP No. 21-01 Multi-Year Contract for Environmental Laboratory Services, and received two proposals prior to the October 22, 2020 4:30 p.m. deadline; and

WHEREAS, this contract is to provide laboratory testing for drinking water, wastewater and stormwater as required by regulatory agencies and permits; and

WHEREAS, staff evaluated the proposals and both have excellent past records and qualifications, along with local full service capability; and

WHEREAS, as noted in the RFP, up to three simultaneous multi-year contracts may be awarded for laboratory analysis for water wastewater and stormwater testing; and

WHEREAS, staff recommends awarding contracts to both Advanced Environmental Laboratories, Inc. and Pace Analytical Services; and

WHEREAS, funds totaling \$65,000 are budgeted in Fiscal Year 2021 for laboratory services in the water production account 400-5502-533-3400 and the sewer treatment account 410-5508-535-3400.

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach, Florida, as follows:

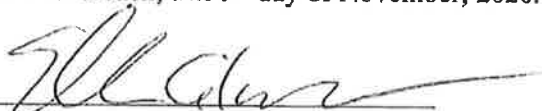
SECTION 1. The City Commission hereby authorizes awarding RFP 21-01 to the following companies: Advanced Environmental Laboratories and Pace Analytical Services.

SECTION 2. The term of each contract shall be in effect for a period of five (5) calendar years. As noted in the RFP, each contract's expiration date will be extended to expire January 31, 2026.


SECTION 3. Notwithstanding the provisions contained in Sections 1 and 2 above, the City's obligations under the contract shall be subject to annual appropriations as may be approved as part of the City's annual budgets in fiscal years 2022, 2023, 2024 and 2025.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

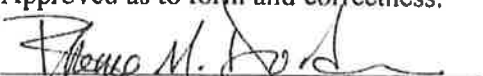
PASSED AND ADOPTED by the City of Atlantic Beach, this 9th day of November, 2020.


Ellen Glasser, Mayor

Attest:


Donna L. Bartle, City Clerk

Approved as to form and correctness:


Brenna M. Durden, City Attorney

**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: Multi-Year Contract for Environmental Laboratory Services RFP No. 21-01

SUBMITTED BY: Troy Stephens, Public Utilities Director

DATE: October 28, 2020

MEETING DATE: November 9, 2020

BACKGROUND: This contract is to provide laboratory testing for drinking water, wastewater and stormwater as required by regulatory agencies and permits. (Water and wastewater process control testing and compliance testing that do not require Department of Health laboratory certification are conducted on-site by City staff.)

A request for proposals (RFP) was advertised and two proposals were received prior to the October 22, 2020 4:30 p.m. deadline, from Advanced Environmental Laboratories, Inc. and Pace Analytical Services. Staff reviewed the proposals and ranked the laboratories based on the following criteria:

- Past Record of Professional Services
- Firm's Professional Qualifications and Staffing
- Range of Services
- Staff Availability and Capability to Meet Deadlines
- Reporting
- Financial Responsibility and Insurance
- Proximity
- Cost

Both laboratories have excellent past records and qualifications, along with local full service capability. As noted on the RFP, up to three simultaneous multi-year contracts may be awarded for laboratory analyses for water, wastewater and stormwater testing.

BUDGET: Laboratory services are scheduled on an as-needed basis. Funds totaling \$65,000 are budgeted in FY2021 for laboratory services in the water production account 400-5502-533-3400 and the sewer treatment account 410-5508-535-3400.

RECOMMENDATION: Award two multi-year contracts for Environmental Laboratory Services to both Advanced Environmental Laboratories, Inc. and Pace Analytical Services. The term of each contract shall be in effect for a period of five (5) calendar years, and, as noted in the RFP, this contract's expiration date will be extended to expire January 31, 2026.

ATTACHMENTS: Resolution No. 20-54
Ranking sheet for RFP No. 21-01

REVIEWED BY CITY MANAGER:



EVALUATION OF PROPOSALS FOR MULTI-YEAR CONTRACT FOR ENVIRONMENTAL LABORATORY SERVICES RFP 21-01

RFP's reviewed and evaluated by Steve Swann and Troy Stephens on October 27, 2020

Firm	Past Record of Professional Services	Firm's Professional Qualifications and Staffing	Range of Services	Staff Availability and Capability to Meet Deadlines	Reporting	Financial Responsibility and Insurance	Proximity	Cost	Total Score	Rank
Scaled Value	[4]	[5]	[3]	[4]	[4]	[2]	[3]	[2]		
Advanced Environmental Laboratories, Inc.	(5.0) (5.0) 20.00	(5.0) (5.0) 25.00	(5.0) (4.0) 13.50	(5.0) (5.0) 20.00	(4.5) (5.0) 19.00	(4.5) (4.0) 8.50	(5.0) (5.0) 25.00	(4.5) (5.0) 9.50	140.50	1 st
Pace Analytical Services	(5.0) (5.0) 20.00	(3.5) (5.0) 21.25	(5.0) (5.0) 15.00	(4.0) (4.0) 16.00	(4.5) (4.0) 17.00	(4.5) (5.0) 9.50	(4.5) (4.0) 21.25	(4.0) (4.2) 8.20	128.20	2 nd

Proclamation

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, “Florida City Government Week” is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week, October 18-24, 2021, offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, “Florida City Government Week” offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

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

Section 1. That the City of Green Cove Springs does encourage all citizens, city government officials, and employees to do everything possible to ensure that Florida City Government Week, October 18-24, 2021, is recognized and celebrated accordingly.

Section 2. The City of Green Cove Springs does encourage educational partnerships between city government and schools.

Section 3. That the City of Green Cove Springs does support and encourage all city governments to actively promote and sponsor the week of October 18-24, 2021 as “Florida City Government Week”.

DONE AND PROCLAIMED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 19TH DAY OF OCTOBER, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA



Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

Proclamation

WHEREAS, Dr. George Platt was born at Riverside Hospital in Jacksonville on December 23, 1955, and was christened in the St. Mary's Episcopal Church in Green Cove Springs; and

WHEREAS, Dr. Platt's family was active in Green Cove Springs with his Great Aunt assisting in founding the Village Improvement Association in the early 1900's; and

WHEREAS, after graduating from Orange Park High in 1974, Dr. Platt attended college at Limestone College Gaffney where he graduated with a B.S in Biology/Chemistry. Dr. Platt then graduated from the Medical University of South Carolina in 1987 with his M.D. and completed his internship and residency at St. Vincent's Medical Center Jacksonville; and

WHEREAS, In 1993 Dr. Platt purchased his office and began his solo practice in Green Cove Springs where he has provided care to the local community for 28 years and is a true family doctor who makes himself available to his patients and community 24 hours a day, every day of the year; and

WHEREAS, Dr. Platt provides occupational care to the City of Green Cove Springs, Clay County Sheriff's Office, Clay County School Board, Clay County Board of County Commissioners, Town of Orange Park, many local concrete companies, Vac-Con, and many owner operators of Commercial Driving purposes; and

WHEREAS, Dr. Platt was in the first group of Primary Care Physicians that joined what is now Ascension Medical Group where he has held the position of Medical Director for Clay County for the last 3 years; and

WHEREAS, is a member of the Florida Academy of Family Physicians, the American Academy of Family Physicians Florida Medical Association, and the Clay County Medical Society; and

WHEREAS, Dr Platt resides in his family's estate that was purchase more than 70 years ago on the St. John's River where in his free time Dr. Platt enjoys the river, his boats, and building and rebuilding projects of any size.

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

Section 1. The City Council of the City of Green Cove Springs hereby recognizes Dr. George Platt and his staff for their outstanding service to the City of Green Cove Springs, its citizens and employees.

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 5TH DAY OF OCTOBER, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA



Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** October 5, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute, Amendment 1 to the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Agreement No. WW1000420, adding an additional \$6,186,500.00 to the original loan amount of \$12,000,000.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF).

BACKGROUND

Details are at the end of this section. The majority of the following information is to document the history of this activity.

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 awarded Williams Industrial the contract for construction in the amount of \$15,426,644.33.

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. This action has taken place and Amendment 1 is submitted for execution to add an additional \$6,186,500.00 to the loan. While this amount exceeds the contract amount with Williams Industrial, additional funding will not be utilized without Council approval (Change Order).

FISCAL IMPACT

No additional budgetary impacts at this time.

RECOMMENDATION

Approve of, and authorize the Mayor, City Attorney and City Clerk to execute, Amendment 1 to the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Agreement No. WW1000420, adding an additional \$6,186,500.00 to the original loan amount of \$12,000,000.00, for construction of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF).

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW100420
AND GRANT AGREEMENT SG100421
CITY OF GREEN COVE SPRINGS**

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

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW100420 and Grant Agreement, Number SG100421, authorizing a Loan amount of \$12,000,000, excluding Capitalized Interest, and a Grant amount of \$4,452,835; and

The Local Government is entitled to additional financing of \$6,186,500, excluding Capitalized Interest; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

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

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$18,186,500	140131
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Small Community Wastewater Grant	37.075	Federal Grants Trust Fund	\$4,452,835	143276

2. Additional financing in the amount of \$6,186,500, excluding Capitalized Interest, is hereby awarded to the Local Government.

3. A Financing Rate of 0 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before October 1, 2021, the Financing Rate may be adjusted.

4. The total amount awarded is \$18,186,500. Of that, the estimated Grant amount is \$4,452,835, based on initial estimated Project costs. The estimated principal amount of the Loan to be repaid is hereby revised to \$13,733,665, which consists of \$13,733,665 authorized for disbursement to the Local Government and \$0 of Capitalized Interest. The Grant amount will be transferred by the Department as a payment to the Loan when the first repayment is due.

5. An additional Loan Service Fee in the amount of \$123,730, for a total of \$363,730, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of \$18,186,500.

6. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$352,435. Such payments shall be paid to, and must be received by, the Department beginning on August 15, 2023 and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$14,097,395, which consists of the Loan principal plus the estimated Loan Service Fee.

7. Section 10.06 of the Agreement is revised as follows:

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

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	17,213,000
Contingencies	1,721,300
Technical Services After Bid Opening	752,200
Less SJRWMD Funding	(1,500,000)
SUBTOTAL (Disbursable Amount)	18,186,500
Less Grant Funding	(4,452,835)
SUBTOTAL (Loan Amount)	13,733,665
Capitalized Interest	0
TOTAL (Loan Principal Amount)	13,733,665

8. Subsection 10.07(4) of the Agreement is revised as follows:

(4) The first Semiannual Loan Payment in the amount of \$352,435 shall be due August 15, 2023.

9. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW100420 and Grant Agreement SG100421 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
CITY OF GREEN COVE SPRINGS

Mayor

Attest:

Approved as to form and legal sufficiency:

SEAL City Clerk

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

RESOLUTION NO. R-27-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AUTHORIZING A MAINTENANCE AGREEMENT, CONTRACT NO. BEC20, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City Council and the Florida Department of Transportation desire to enter into a maintenance agreement setting forth the various rights, duties and responsibilities for the city maintenance of certain state roads.

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

SECTION 1. That the City Council of the City of Green Cove Springs hereby authorizes the Maintenance Agreement, Contract No. BEC20, between the City and the Florida Department of Transportation; and

SECTION 2. That the Mayor, City Clerk, and City Attorney are hereby authorized to execute said Maintenance Agreement, Contract No. BEC20, attached hereto and marked Exhibit "A".

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN DUPLICATE, IN REGULAR SESSION THIS 6TH DAY OF OCTOBER, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session

MEETING DATE: October 5, 2021

FROM: Mike Null

SUBJECT: Approval of Pay Application #7 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$166,139.96, leaving a balance of \$93,521.01 in contract number LC 2020-17 in the total revised amount of \$954,620.17. *Andy Yeager*

BACKGROUND

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

At the March 16, 2021 Council meeting, Council approved Pay Application #1 in the amount of \$227,171.99 for payment.

At the April 6, 2021 Council meeting, Council approved Pay Application #2 in the amount of \$83,855.41 for payment.

At the April 20, 2021 Council meeting, Council approved Pay Application #3 in the amount of \$39,600.00 for payment.

At the May 18, 2021 Council Meeting, Council approved Pay Application #4 in the amount of \$106,594.30 for payment.

At the July 6, 2021 Council Meeting, Council approved Pay Application #5 in the amount of \$122,787.50 for payment.

At the August 3, 2021 Council Meeting, Council approved Pay Application #6 in the amount of \$114,950.00 for payment.

At the September 21, 2021 Council Meeting, Council approved Change Order #1 increasing the contract amount by \$75,534.17 to \$954,620.17.

Terry's Electric has submitted Pay Application # 7 in the amount of \$166,139.96 for payment. The City's Engineer, Patterson & Dewar, as well as city staff have reviewed the pay application and find it to be complete and recommend approval for payment.

FISCAL IMPACT

The funds for the construction project in the amount of \$954,620.17 are in the Electric Department's FY 2021 capital project fund.

RECOMMENDATION

Approve Pay Application #7 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$166,139.96, leaving a balance of \$93,521.01 in contract number LC 2020-17 in the total revised amount of \$954,620.17.



1531 Hunt Club Blvd, Suite 200
Gallatin, TN 37066

(615) 527-7084
pdengineers.com

September 21, 2021

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

**Subject: Chapman Substation & SCADA Installation, Construction Contract LC 2020-17
Terry's Electric – Application for Payment No. 7**

Mr. Null,

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

Original Contract Amount	\$ 879,086.00
Increase of Change Order No. 1	\$ 75,534.17
Revised Total Contract Amount	\$ 954,620.17
Total Amount Due to Date	\$ 906,420.17
Less Retainage (5%)	\$ (45,321.01)
Net Amount Due to Date	\$ 861,099.16
Less Previously Recommended Payments	\$ (694,959.20)
Net Amount Due this Application	\$ 166,139.96
Balance Remaining	\$ 93,521.01

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

Sincerely,

Patterson & Dewar Engineers, Inc.

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

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO CONTRACTOR:

City of Green Cove Springs
321 Walnut St
Green Cove Springs, FL 32043

PROJECT:

Chapman Sub
600 N Thacker Ave
Kissimmee, FL 34741

APPLICATION #:

7

APPLICATION DATE:

07/31/21

PERIOD TO:

07/01/21

PERIOD FROM:

07/31/21

PROJECT #:

CONTRACT DATE:

DISTRIBUTE TO:

OWNER ()

ARCHITECT ()

LENDER ()

FROM SUBCONTRACTOR:

Terry's Electric, Inc.
600 N Thacker Ave, Suite A
Kissimmee, FL 34741

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT.

CONTINUATION SHEET OF CALCULATIONS IS ATTACHED HERETO.

1. ORIGINAL CONTRACT SUM	\$	879,086.00
2. NET CHANGE BY CHANGE ORDER	\$	75,534.17
3. CONTRACT SUM TO DATE (line 1 plus line 2 total)	\$	954,620.17
4. TOTAL COMPLETE & STORED TO DATE (from continuation sheets)	\$	906,420.17
5. RETAINAGE:		
a. 5% of Completed Work (from continuation sheets)	\$	45,321.01
6. TOTAL EARNED LESS RETAINAGE (line 4 less line 5 total)	\$	861,099.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (line 6 from prior application)	\$	694,959.20
8. CURRENT PAYMENT DUE	\$	166,139.96
9. BALANCE TO FINISH INCLUDING RETAINAGE (line 3 less line 6)	\$	97,297.72

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	\$ -	\$ -
Changes approved this Month	\$ 75,534.17	\$ -
TOTALS	\$ 75,534.17	\$ -
NET CHANGES by Change Order	\$	75,534.17

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

SUBCONTRACTOR:

Terry's Electric, Inc
600 N Thacker Ave, Suite A
Kissimmee, FL 34741

By: Pat MurphyDate: 7/30/21State of: FloridaCounty of: OsceolaSubscribed and sworn to before me this 30th day of July, 2021.Notary Public: Paula J. Arno

My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Contractor certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 166,139.96

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

ARCHITECT:

By: P. Anthony HensonDate: 09/20/2021

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



Application # 7
 Date 07/31/21
 Period 7/1/21 - 7/31/21

PROJECT: CHAPMANJOB #: 8193CONTRACTOR: FMPA

A	B	C	D	E	F	G		H	I
Item No.	Description of work	Scheduled value	From previous application (D + E)	This period	Materials presently stored (not D or E)	Total completed & stored to date (D + E + F)	% (G/C)	Balance to finish (C - G)	Retainage
	JOB EXPENSE								
	MOBILIZATION	\$35,000.00	35,000.00			35,000.00	100%		\$1,750.00
	FOUNDATIONS/PILINGS	\$228,086.00	228,086.00			228,086.00	100%		\$11,404.30
	CONDUITS/CABLE TRENCH	\$130,000.00	110,500.00	13,000.00		123,500.00	95%	\$6,500.00	\$6,175.00
	GROUNDING	\$75,000.00	71,250.00			71,250.00	95%	\$3,750.00	\$3,562.50
	STRUCTURES	\$65,000.00	65,000.00			65,000.00	100%		\$3,250.00
	EQUIPMENT	\$85,000.00	85,000.00			85,000.00	100%		\$4,250.00
	BUS SYSTEM	\$95,000.00	66,500.00	14,250.00		80,750.00	85%	\$14,250.00	\$4,037.50
	CONTROL ENCLOSURE	\$70,000.00	49,000.00	10,500.00		59,500.00	85%	\$10,500.00	\$2,975.00
	CONTROL CABLE/TERMS	\$88,000.00	13,200.00	61,600.00		74,800.00	85%	\$13,200.00	\$3,740.00
	BOND	\$8,000.00	8,000.00			8,000.00	100%		\$400.00
	CHANGE ORDER								
	CO #1	\$75,534.17		75,534.17		75,534.17	100%		\$7,553.42
	CONTRACT:	\$879,086.00							
	TOTAL:	\$954,620.17	\$731,536.00	\$174,884.17		\$906,420.17	95%	\$48,200.00	\$49,097.72

PARTIAL RELEASE OF CLAIM OF LIEN

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

The undersigned lienor, in consideration of payment in the amount of \$ 954,620.17 (total contract), hereby partially releases its claim of lien for labor, services, or materials furnished on the above-mentioned project.

The undersigned lienor acknowledges previous receipt of \$ 694,959.20 and is executing this waiver and release in exchange for a check or checks in the additional amount of \$ 166,139.96. This partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of \$ 166,139.96

There remains unpaid \$ 97,297.72

Lienor: **TERRY'S ELECTRIC**

Signed Pat Murphy
 Name Pat Murphy
 Title COO
 Date Signed 7/30/21

STATE OF FLORIDA

COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on July 30, 2021, by Pat Murphy (name of person making statement).

(NOTARY SEAL)



Paula J. Arnoux
 (Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** October 5, 2021

FROM: Scott Schultz, Assistant Water Utilities Director

SUBJECT: City Council approval of, and authorization for the Mayor, City Attorney and City Clerk to execute Amendment #2, the final reconciliation and closing documentation to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for a total loan / grant amount of \$412,900.00.

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Since 1/21/2020 staff and Mittauer have been working on the three tasks, understanding that the pressure / flow improvements to the higher elevations in Magnolia Point would be the more complicated task.

After several months of activity, the scope of work for this task has been finalized;

Build a new water plant at the site of the old Bonaventure Water plant

Connect the new plant with a 12" water main which will tie into the existing 12" water main on SR 16 South, which goes down Randall Road, through the wetlands, and ties into the primary water main on Colonial Drive in Magnolia Point

Remove all other connections from the 12" water main

Staff have consulted with FDEP who have agreed to add the additional scope onto the current loan / grant agreement, which will allow for 50% grant funding.

On 11/10/2020 Council authorized the City Manager to execute amendment #1 which would add \$56,100.00 to the grant (50%) / loan. This is for execution of the Amendment #1 Contract.

On 3/2/2021 Council executed Amendment #1 adding \$56,100.00 to the loan / grant agreement.

Amendment #2 is the final reconciliation / closing of the agreement.

FISCAL IMPACT

NA

RECOMMENDATION

Approve of, and authorize the Mayor, City Attorney and City Clerk to execute, Amendment #2, the final reconciliation and closing documentation to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for a total loan / grant amount of \$412,900.00.

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW100102
CITY OF GREEN COVE SPRINGS**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF GREEN COVE SPRINGS, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW100102, as amended, authorizing a Loan amount of \$412,900, excluding Capitalized Interest and including Principal Forgiveness in the amount of \$178,400; and

The Loan Amount, Principal Forgiveness amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is \$412,900 of which the Principal Forgiveness portion is \$178,400 and the Loan amount is \$234,500.
2. The Loan Service Fee, rounded to the nearest dollar, for this Loan is \$4,690. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$234,500..
3. The total amount of the Loan is \$241,078.86, which consists of \$234,500.00 disbursed to the Project Sponsor, \$1,888.86 of accrued Capitalized Interest and \$4,690.00 of service fee charges all at an interest rate of 1.71 percent per annum.
4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$13,165.07. Such payments shall be received by the Department on February 15, 2022 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid.
5. The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Design Activities	412,900.00
Less Principal Forgiveness	(178,400.00)
Capitalized Interest	1,888.86
TOTAL (Loan Principal Amount)	236,388.86

6. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement DW100102 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
CITY OF GREEN COVE SPRINGS

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk
SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Calculation of Semiannual Payment for Remaining Years

Sponsor: Green Cove Springs
Beginning of Repayment Period: 08/15/2021

Funding Number: 100102
Payments Remaining: 20

Original Loan		Combined Rate: 1.71					
Date	Disbursement Or Serv. Fee	Cap. Int. At 02/15/2022	Amount To Repay	Interest At 02/15/2022	Total Owed At 02/15/2022	Present Value* At 08/15/2021	Payment Amount
06/11/2020	13,750.00	277.72	14,027.72	119.94	14,147.66		
07/23/2020	9,750.00	177.42	9,927.42	84.88	10,012.30		
07/30/2020	8,000.00	142.90	8,142.90	69.62	8,212.52		
09/03/2020	16,250.00	263.41	16,513.41	141.19	16,654.60		
10/27/2020	11,687.50	159.89	11,847.39	101.30	11,948.69		
11/04/2020	20,000.00	266.10	20,266.10	173.28	20,439.38		
12/23/2020	3,312.50	36.47	3,348.97	28.63	3,377.60		
01/13/2021	6,250.00	62.66	6,312.66	53.97	6,366.63		
02/24/2021	9,750.00	78.57	9,828.57	84.03	9,912.60		
04/07/2021	13,300.00	81.00	13,381.00	114.41	13,495.41		
04/27/2021	12,250.00	63.13	12,313.13	105.28	12,418.41		
05/28/2021	13,750.00	50.89	13,800.89	118.00	13,918.89		
06/21/2021	40,350.00	103.97	40,453.97	345.88	40,799.85		
09/01/2021	3,568.00	0.00	3,568.00	27.92	3,595.92		
Subtotals:	181,968.00	1,764.13	183,732.13	1,568.33	185,300.46	183,729.57	10,033.42

Amendment 1		Combined Rate: 1.71					
Date	Disbursement Or Serv. Fee	Cap. Int. At 02/15/2022	Amount To Repay	Interest At 02/15/2022	Total Owed At 02/15/2022	Present Value* At 08/15/2021	Payment Amount
06/21/2021	35,970.00	92.68	36,062.68	308.34	36,371.02		

Original Loan		Combined Rate: 1.71					
07/12/2021	20,130.00	32.06	20,162.06	172.39	20,334.45		
09/01/2021	1,122.00	0.00	1,122.00	8.78	1,130.78		
Subtotals:	57,222.00	124.74	57,346.74	489.51	57,836.25	57,345.94	3,131.65
Totals:	239,190.00	1,888.87	241,078.87	1,984.44	243,063.31	241,002.74	13,165.07

*Present value is the total owed divided by $(1 + (\text{Combined interest rate})/2)$
 The Payment Amount is computed using the present value.

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Sponsor: Green Cove Springs
100102

Funding Number:

Original Loan		Interest: 1.71		GAA Rate: 0				
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2021		0.00	0.00	0.00	0.00	0.00	0.00	183,732.11
02/15/2022	1	10,033.42	3,568.00	27.92	1,540.40	0.00	4,897.10	175,267.01
08/15/2022	2	10,033.42	0.00	0.00	1,498.53	0.00	8,534.89	166,732.12
02/15/2023	3	10,033.42	0.00	0.00	1,425.56	0.00	8,607.86	158,124.26
08/15/2023	4	10,033.42	0.00	0.00	1,351.96	0.00	8,681.46	149,442.80
02/15/2024	5	10,033.42	0.00	0.00	1,277.74	0.00	8,755.68	140,687.12
08/15/2024	6	10,033.42	0.00	0.00	1,202.87	0.00	8,830.55	131,856.57
02/15/2025	7	10,033.42	0.00	0.00	1,127.37	0.00	8,906.05	122,950.52
08/15/2025	8	10,033.42	0.00	0.00	1,051.23	0.00	8,982.19	113,968.33
02/15/2026	9	10,033.42	0.00	0.00	974.43	0.00	9,058.99	104,909.34
08/15/2026	10	10,033.42	0.00	0.00	896.97	0.00	9,136.45	95,772.89
02/15/2027	11	10,033.42	0.00	0.00	818.86	0.00	9,214.56	86,558.33
08/15/2027	12	10,033.42	0.00	0.00	740.07	0.00	9,293.35	77,264.98
02/15/2028	13	10,033.42	0.00	0.00	660.62	0.00	9,372.80	67,892.18

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Item #11.

Sponsor: Green Cove Springs
100102

Funding Number:

Original Loan		Interest: 1.71	GAA Rate: 0					
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2028	14	10,033.42	0.00	0.00	580.48	0.00	9,452.94	58,439.24
02/15/2029	15	10,033.42	0.00	0.00	499.66	0.00	9,533.76	48,905.48
08/15/2029	16	10,033.42	0.00	0.00	418.14	0.00	9,615.28	39,290.20
02/15/2030	17	10,033.42	0.00	0.00	335.93	0.00	9,697.49	29,592.71
08/15/2030	18	10,033.42	0.00	0.00	253.02	0.00	9,780.40	19,812.31
02/15/2031	19	10,033.42	0.00	0.00	169.40	0.00	9,864.02	9,948.29
08/15/2031	20	10,033.35	0.00	0.00	85.06	0.00	9,948.29	0.00
Subtotals:		200,668.33	3,568.00	27.92	16,908.30	0.00	180,164.11	
*Total to pay may reflect activity during repayment term								

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Sponsor: Green Cove Springs
100102

Funding Number:

Amendment 1		Interest: 1.71		GAA Rate: 0				
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2021		0.00	0.00	0.00	0.00	0.00	0.00	57,346.75
02/15/2022	1	3,131.65	1,122.00	8.78	480.72	0.00	1,520.15	54,704.60
08/15/2022	2	3,131.65	0.00	0.00	467.72	0.00	2,663.93	52,040.67
02/15/2023	3	3,131.65	0.00	0.00	444.95	0.00	2,686.70	49,353.97
08/15/2023	4	3,131.65	0.00	0.00	421.98	0.00	2,709.67	46,644.30
02/15/2024	5	3,131.65	0.00	0.00	398.81	0.00	2,732.84	43,911.46
08/15/2024	6	3,131.65	0.00	0.00	375.44	0.00	2,756.21	41,155.25
02/15/2025	7	3,131.65	0.00	0.00	351.88	0.00	2,779.77	38,375.48
08/15/2025	8	3,131.65	0.00	0.00	328.11	0.00	2,803.54	35,571.94
02/15/2026	9	3,131.65	0.00	0.00	304.14	0.00	2,827.51	32,744.43
08/15/2026	10	3,131.65	0.00	0.00	279.96	0.00	2,851.69	29,892.74
02/15/2027	11	3,131.65	0.00	0.00	255.58	0.00	2,876.07	27,016.67
08/15/2027	12	3,131.65	0.00	0.00	230.99	0.00	2,900.66	24,116.01
02/15/2028	13	3,131.65	0.00	0.00	206.19	0.00	2,925.46	21,190.55

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Item #11.

Sponsor: Green Cove Springs
100102

Funding Number:

Amendment 1		Interest: 1.71		GAA Rate: 0				
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2028	14	3,131.65	0.00	0.00	181.18	0.00	2,950.47	18,240.08
02/15/2029	15	3,131.65	0.00	0.00	155.95	0.00	2,975.70	15,264.38
08/15/2029	16	3,131.65	0.00	0.00	130.51	0.00	3,001.14	12,263.24
02/15/2030	17	3,131.65	0.00	0.00	104.85	0.00	3,026.80	9,236.44
08/15/2030	18	3,131.65	0.00	0.00	78.97	0.00	3,052.68	6,183.76
02/15/2031	19	3,131.65	0.00	0.00	52.87	0.00	3,078.78	3,104.98
08/15/2031	20	3,131.53	0.00	0.00	26.55	0.00	3,104.98	0.00
Subtotals:		62,632.88	1,122.00	8.78	5,277.35	0.00	56,224.75	
*Total to pay may reflect activity during repayment term								

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Sponsor: Green Cove Springs
100102

Funding Number:

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2021		0.00	0.00	0.00	0.00	0.00	0.00	241,078.86
02/15/2022	1	13,165.07	4,690.00	36.70	2,021.12	0.00	6,417.25	229,971.61
08/15/2022	2	13,165.07	0.00	0.00	1,966.25	0.00	11,198.82	218,772.79
02/15/2023	3	13,165.07	0.00	0.00	1,870.51	0.00	11,294.56	207,478.23
08/15/2023	4	13,165.07	0.00	0.00	1,773.94	0.00	11,391.13	196,087.10
02/15/2024	5	13,165.07	0.00	0.00	1,676.55	0.00	11,488.52	184,598.58
08/15/2024	6	13,165.07	0.00	0.00	1,578.31	0.00	11,586.76	173,011.82
02/15/2025	7	13,165.07	0.00	0.00	1,479.25	0.00	11,685.82	161,326.00
08/15/2025	8	13,165.07	0.00	0.00	1,379.34	0.00	11,785.73	149,540.27
02/15/2026	9	13,165.07	0.00	0.00	1,278.57	0.00	11,886.50	137,653.77
08/15/2026	10	13,165.07	0.00	0.00	1,176.93	0.00	11,988.14	125,665.63
02/15/2027	11	13,165.07	0.00	0.00	1,074.44	0.00	12,090.63	113,575.00
08/15/2027	12	13,165.07	0.00	0.00	971.06	0.00	12,194.01	101,380.99
02/15/2028	13	13,165.07	0.00	0.00	866.81	0.00	12,298.26	89,082.73

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Item #11.

Sponsor: Green Cove Springs
100102

Funding Number:

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
08/15/2028	14	13,165.07	0.00	0.00	761.66	0.00	12,403.41	76,679.32
02/15/2029	15	13,165.07	0.00	0.00	655.61	0.00	12,509.46	64,169.86
08/15/2029	16	13,165.07	0.00	0.00	548.65	0.00	12,616.42	51,553.44
02/15/2030	17	13,165.07	0.00	0.00	440.78	0.00	12,724.29	38,829.15
08/15/2030	18	13,165.07	0.00	0.00	331.99	0.00	12,833.08	25,996.07
02/15/2031	19	13,165.07	0.00	0.00	222.27	0.00	12,942.80	13,053.27
08/15/2031	20	13,164.88	0.00	0.00	111.61	0.00	13,053.27	0.00
Totals:		263,301.21	4,690.00	36.70	22,185.65	0.00	236,388.86	

*Total to pay may reflect activity during repayment term



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** October 5, 2021
FROM: Scott Schultz, Assistant Water Utilities Director
SUBJECT: City Council approval to surplus (sell) fill dirt from the Harbor Road AWWTF construction.

BACKGROUND

The excavation of soils required as part of the Harbor Road Advanced Wastewater Treatment Facility (HRAWWTF) construction has reached an amount that exceeds our ability to store on-site. Staff requests the ability to market the dirt as a method of cost recovery.

FISCAL IMPACT

To be determined.

RECOMMENDATION

Approve the surplus (selling) fill dirt from the Harbor Road AWWTF construction.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** October 05,2020
FROM: Andy Yeager, Electric Director
SUBJECT: City Counsel approval of funding in the amount of \$162,000.00 for Tree Trimming near Electrical Distribution/ Service Lines under a Professional Services Agreement with Davey Tree Expert Company for Fiscal Year 2022

BACKGROUND

On 9/18/2018 Council approved BID (ITB) LC 2018-02 and awarded Davey Tree Company the contract for Tree Trimming near Electrical Distribution/Service Lines. The bid was valid through FY 21, with the option of two additional one-year extensions.

On September 21,2021 Davey Tree Company was awarded a one-year extension through FY 22, with the option of one additional one-year extension.

FISCAL IMPACT

If approved, the funds will come from the approved FY22 Electric Department Budget

RECOMMENDATION

Approve funding in the amount of \$162,000.00 for Tree Trimming near Electric Distribution / Service Lines under a Professional Service Agreement with Davey Tree Expert Company for Fiscal Year 2022.

Name Tree Trimming for Electrical Distribution/Service Lines

AMENDMENT NO. 1

THIS AMENDMENT made and entered into this __4th__ day of __September__, 2021 by and between THE CITY OF GREEN COVE SPRINGS, FLORIDA, a political subdivision of Florida, by and through its City Council, hereinafter referred to as OWNER, and Davey Tree Expert Company, and Ohio Corporation, whose address is 1500 N. Mantua Street, P.O. Box 5193, Kent, OH 44240-5193, hereinafter referred to as CONTRACTOR;

WHEREAS, both parties agreed to the Professional Services Agreement for Tree Trimming for Electrical Distribution/Service Lines entered into effective September 4, 2018;

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Services Agreement, both parties agree to Amendment No. 1 as set forth below:

TERM

The OWNER and CONTRACTOR have mutually agreed to renew the Professional Services Agreement for the following services:

Agreement term for an additional one (1) year period, through September 3, 2022.

Revised rates as shown in Attachment "A" attached, which reflect an approximate 7% increase.

Agreement will be eligible for one additional one (1) year period.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 2 in duplicate. One (1) counterpart
been delivered to OWNER, and CONTRACTOR.

Item #13.

OWNER: CITY OF GREEN COVE SPRINGS, FLORIDABy: 

Edward R. Gaw, Mayor

By: 

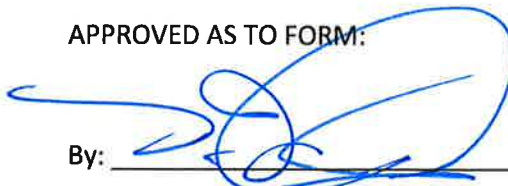
Steve Kennedy, City Manager

ATTEST:

By: 

Erin West, City Clerk

APPROVED AS TO FORM:

By: 

L.J. Arnold III, City Attorney

CONTRACTOR:By: 
8A0D315A0C9E443...Name & Title: Michael J. Mittiga, Vice President & General Manager

ATTEST:

By: 
288D04DF91F741FPrinted Name: Todd Sedivy

Attachment: A



Item #13.

The Davey Tree Expert Company The City of Green Cove Springs Proposed Rates Effective 9/5/2021			
Item			OT Adder
	With Chipped Debris Disposal	Without Chipped Debris Disposal	
2 - Man Crew with all necessary equipment	\$ 79.61	\$ 74.26	35%
3 - Man Crew with all necessary equipment	\$ 95.69	\$ 90.34	35%
4 - Man Crew with all necessary equipment	\$ 112.51	\$ 107.16	35%
Backyard Bucket	\$ 25.47	\$ 20.12	35%

The City of Green Cove SpringsThe Davey Tree Expert CompanySignature: [signature on above page]Signature: [signature on above page]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** October 5, 2021
FROM: Scott Schultz, Assistant Water Utilities Director
SUBJECT: City Council approval to insert proposed water rate changes for Fiscal Year 2022 in the October cycle customer bills and to publish notification in the Clay Today newspaper.

BACKGROUND

On June 19, 2018 the City Council approved the Water Master Plan of which a review of the Rate Study was incorporated, and on September 21st, 2021 the City Council approved the full budget which included the proposed water rate increases and authorized the notice of a proposed Water Rate Increase; and

Public notices will be sent to all utility customers in accordance with FSS Chapter 180.136 during the October billing cycles.

City Code Section 90-253, entitled "Water usage and monthly minimum charges," which establishes water rates, will be amended to read as follows, effective on December 7, 2021:

Sec. 90-253. Water usage and monthly minimum charges.

- (a) *Rates schedule.* The rates, fees and charges for water service furnished by the water system of the city, referred to as a water charge, shall be based upon the quantity of water, determined by metering, furnished to each user's premises each month. The owner, occupant or tenant of each lot or parcel of land connected with or using the water system shall pay for the use of, and for the services furnished by the water system, a water charge according to the following schedule:

Base Charges for all water meters are as follows:

Meter Size	Monthly Base Charge*
¾"	\$12.30 <u>\$12.67</u>
1"	\$18.26 <u>\$18.81</u>
1-½"	\$26.00 <u>\$26.78</u>
2"	\$35.98 <u>\$37.06</u>
3"	\$49.19 <u>\$50.67</u>
4"	\$196.76 <u>\$202.66</u>
6"	\$362.82 <u>\$373.70</u>
8"	\$516.55 <u>\$532.05</u>

10"	\$676.44 <u>\$696.73</u>
* Base charge does not include any usage.	

Residential Potable	Monthly Charge per 1,000 Gallon of use				
Block Size	<3,000 Gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons
Rate (\$/1,000 gal)	\$0.64 <u>\$0.66</u>	\$2.09 <u>\$2.15</u>	\$2.15 <u>\$2.21</u>	\$2.21 <u>\$2.28</u>	\$2.28 <u>\$2.35</u>
Residential Irrigation	Monthly Charge per 1,000 Gallon of use				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$2.15 <u>\$2.21</u>	\$2.21 <u>\$2.28</u>	\$2.83 <u>\$2.91</u>	\$3.69 <u>\$3.80</u>	
Commercial Potable	Monthly Charge per 1,000 Gallon of use				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$2.09 <u>\$2.15</u>	\$2.15 <u>\$2.21</u>	\$2.21 <u>\$2.28</u>	\$2.28 <u>\$2.35</u>	
Commercial Irrigation	Monthly Charge per 1,000 Gallon of use				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	\$2.15 <u>\$2.21</u>	\$2.21 <u>\$2.28</u>	\$2.83 <u>\$2.91</u>	\$3.69 <u>\$3.80</u>	

Water utility users outside the city limits. All water users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.

Application of charges. The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in the Code.

Maximum monthly bill. There shall be no maximum charge per month.

Minimum monthly bill. The minimum residential and commercial charge shall be the base charge based on the user's potable water meter size. The base charge does not include any usage.

Bulk water rates. Bulk or wholesale water rates shall be calculated to reflect the city's cost of providing water service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.

Commercial as defined within this section, includes all uses other than residential.

Annual rate increase. The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary water rate adjustments.

Computation of use. A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

FISCAL IMPACT

3% increase in the Water Fund Operating Budget

RECOMMENDATION

Approve the insertion of proposed water rate changes for Fiscal Year 2022 in the October cycle customer bills and to publish notification in the Clay Today newspaper.



Notice to all Billing Customers
of the
City of Green Cove Springs
Water and Wastewater Utilities
Pursuant to Section 180.136, Florida Statutes

Item #14.

The City of Green Cove Springs City Council will consider rate increases to its Water rates and charges at public hearings to be held on Tuesday, November 2, 2021 and Tuesday, December 7, 2021. The hearing will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

PROPOSED WATER RATES (3% Increase)

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon water meter size associated with each connection point.

3/4"	\$12.67	per month	3"	\$50.67	per month
1"	\$18.81	per month	4"	\$202.66	per month
1 1/2"	\$26.78	per month	6"	\$373.70	per month
2"	\$37.06	per month	8"	\$532.05	per month
			10"	\$696.73	per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

Residential Potable Service

0-3,000 gallons	\$0.66	per 1,000 gallons
3,001-10,000 gallons	\$2.15	per 1,000 gallons
10,001-15,000 gallons	\$2.21	per 1,000 gallons
15,001-20,000 gallons	\$2.28	per 1,000 gallons
20,001 gallons and over	\$2.35	per 1,000 gallons

Commercial Potable Service

0-10,000 gallons	\$2.15	per 1,000 gallons
10,001-15,000 gallons	\$2.21	per 1,000 gallons
15,001-20,000 gallons	\$2.28	per 1,000 gallons
20,001 gallons and over	\$2.35	per 1,000 gallons

Residential Irrigation Service

0-10,000 gallons	\$2.21	per 1,000 gallons
10,001-15,000 gallons	\$2.28	per 1,000 gallons
15,001-20,000 gallons	\$2.91	per 1,000 gallons
20,001 gallons and over	\$3.80	per 1,000 gallons

Commercial Irrigation Service

0-10,000 gallons	\$2.21	per 1,000 gallons
10,001-15,000 gallons	\$2.28	per 1,000 gallons
15,001-20,000 gallons	\$2.91	per 1,000 gallons
20,001 gallons and over	\$3.80	per 1,000 gallons

PROPOSED WASTEWATER RATES (0% Increase)

Monthly Base Charge: Each customer must pay for wastewater discharged into the City's wastewater collection system based upon customer class:

3/4"	\$33.77	per month	3"	\$221.59	per month
1"	\$59.82	per month	4"	\$587.19	per month
1 1/2"	\$117.43	per month	6"	\$1,107.89	per month
2"	\$168.38	per month	8"	\$1,861.26	per month
			10"	\$2,658.92	per month

Residential Service

0-3,000 gallons	\$0.64	per 1,000 gallons
3,001-10,000 gallons	\$6.14	per 1,000 gallons
10,001-15,000 gallons	\$6.32	per 1,000 gallons
15,001-20,000 gallons	\$6.53	per 1,000 gallons
20,001 gallons and over	\$6.77	per 1,000 gallons

Commercial Service

0-3,000 gallons	\$0.64	per 1,000 gallons
3,001-10,000 gallons	\$6.14	per 1,000 gallons
10,001-15,000 gallons	\$6.32	per 1,000 gallons
15,001-20,000 gallons	\$6.53	per 1,000 gallons
20,001-50,000 gallons	\$6.77	per 1,000 gallons
50,001 gallons and over	\$6.97	per 1,000 gallons

Residential wastewater shall not exceed \$100.00 per month

All water and wastewater utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits

LEGAL NOTICE

CITY OF GREEN COVE SPRINGS - 321 WALNUT STREET - GREEN COVE SPRINGS, FLORIDA 32043

TEL. (904) 297-7500 - FAX (904) 284-8118

For Immediate Release/Run Once In Legal Section of Newspaper

Furnish Proof of Publication to the City Clerk

Bill to: City of Green Cove Springs
321 Walnut Street, Green Cove Springs, FL 32043
Attn: Erin West

Date: ~~October 29, 2020~~ – Erin to update

Contact: Erin West, CMC, City Clerk

Phone: (904) 297-7500, ext. 3307 **Fax:** (904) 284-8118

Run Once: **Legal Ad Section on ~~October 29, 2020~~ – Furnish Affidavit – Erin to Update**
Legal Ad Section on ~~November 26, 2020~~ – Furnish Affidavit – Erin to Update

PUBLIC HEARING NOTICE

The City of Green Cove Springs proposes to adopt the following Ordinance:

ORDINANCE NO. O-19-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, MODIFYING WATER RATES BY AMENDING CITY CODE CHAPTER 90 UTILITIES, ARTICLE IV - WATER SERVICE, DIVISION 3 - RATES AND CHARGES, SECTION 90-253 ENTITLED “WATER USAGE AND MONTHLY MINIMUM CHARGES”; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.

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

City Council: First Reading on Tuesday, November 2, 2021 at 7:00 p.m. or shortly thereafter
City Council: Second & Final Reading on Tuesday, December 7, 2021 at 7:00 p.m. or shortly thereafter

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

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact City Hall at (904) 297-7500 at least three (3) days prior to the meeting. Hearing impaired persons may access through (904) 284-4849 (TDD).

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

All interested individuals are invited to attend this public hearing.

City of Green Cove Springs

Erin West, City Clerk
321 Walnut Street
Green Cove Springs, FL 32043

Steve Kennedy, City Manager



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** October 5, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, Contractor's Pay Request #5, in the amount of \$306,191.12 to Williams Industrial for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of \$15,426,644.33.

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.

FISCAL IMPACT

\$306,191.12 from the Wastewater CIP Budget

RECOMMENDATION

Approve of Contractor's Pay Request #5, in the amount of \$306,191.12 to Williams Industrial for construction of the Advanced Wastewater Treatment Plant (AWWTP), as part of the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420 in the total amount of \$15,426,644.33.



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

Item #15.

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

September 29, 2021

VIA EMAIL

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

RE: Contractor's Pay Request No. 5
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:

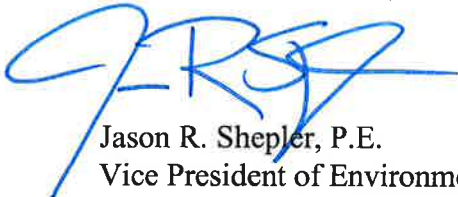
We have reviewed Pay Request No. 5 from Williams Industrial Services, LLC and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$306,191.12.

Payments should be split into separate checks as follows:

- \$ 82,671.60 for reimbursement by the SJRWMD Cost-Share Grant; and
- \$223,519.52 for reimbursement by the FDEP SRF Grant/Loan.

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

Sincerely yours,
Mittauer & Associates, Inc.



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

JRS/pj
Enclosure
cc: Williams Industrial Services, LLC



Contractor's Application for Payment No. 05

Application Period: 08/30/2021-09/26/2021		Application Date: 09/28/2021
To (Owner): City of Green Cove Springs, Florida	From (Contractor): Williams Industrial Services LLC	Via (Engineer): Mittauer & Associates, Inc.
Project: DEP SRF Harbor Road WRF Expansion, Ph. 2	Contract: DEP SRF Harbor Road WRF Expansion, Ph. 2	
SRF Agreement No.: WW100420	Contractor's Project No.: 46300001	Engineer's Project No.: 8905-56-1

Application For Payment
Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 15,426,644.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 15,426,644.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 2,649,493.14
			5. RETAINAGE:	
			a. X 5% Work Completed.....	\$ 72,581.11
			b. X 5% Stored Material.....	\$ 59,893.55
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 132,474.66
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 2,517,018.48
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 2,210,827.36
			8. AMOUNT DUE THIS APPLICATION.....	\$ 306,191.12
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 12,909,625.52
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Alan Williams Date: Sep 28, 2021
Alan Williams (Sep 28, 2021 10:59 EDT)

Payment of: \$ 306,191.12
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] Date: 9/29/21
Jason R. Shepler, P.E.
Mittauer & Associates, Inc.

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____
City of Green Cove Springs, Florida

Approved by: _____ (Date) _____
Funding or Financing Entity (if applicable)

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, Williams Industrial Services LLC, in consideration of the sum of \$ 306,191.12, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to The City of Green Cove Springs (name of owner), for the improvements to the following described project DEP SRF Harbor Road WRF Expansion, Phase 2.
The lienor certifies that all progress payments have been utilized to provide progress payments to subcontractors, suppliers, and other related vendors associated with the listed project.

Dated on September 28th, 2021

Lienor's Name: Williams Industrial Services LLC

Address: 591 Picketville Rd.

Jacksonville, FL 32220

By: Mikki Gathercole

Printed Name: Mikki Gathercole, Project Administrator

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online

notarizations this 28th day of September, 20 21, by Mikki Gathercole
as Project Administrator for Williams Industrial LLC

Personally known ☒ OR Produced identification ☐

Type of Identifications Produced _____

Al Clark Williams Jr.
(Signature of Notary Public)
ALAN CLARK WILLIAMS, JR.
MY COMMISSION EXPIRES
JANUARY 7, 2024
#36944848
Notary Public Underwritten
Bonds thru
NOTARY PUBLIC STATE OF FLORIDA
(Print, Type, or Stamp Commissioned Name of Notary)

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
<u>DIVISION 1 - GENERAL REQUIREMENTS</u>							
1 BONDS / BUILDER'S RISK INSURANCE	\$ 349,520.94	\$ 349,520.94		100%	\$ 349,520.94	\$ -	\$ 17,476.05
2 MOBILIZATION	\$ 123,360.33	\$ 123,360.33		100%	\$ 123,360.33	\$ -	\$ 6,168.02
3 DEMOBILIZATION	\$ 67,722.13			0%	\$ -	\$ 67,722.13	\$ -
4 START-UP & TEST PLANT	\$ 154,458.04			0%	\$ -	\$ 154,458.04	\$ -
5 SOIL & CONCRETE TESTING	\$ 115,843.53			0%	\$ -	\$ 115,843.53	\$ -
6 SITEWORK	\$ 1,158,435.04	\$ 218,608.65	\$ 86,008.22	26%	\$ 304,616.87	\$ 853,818.17	\$ 15,230.84
7 UNDERGROUND PIPING	\$ 888,133.73	\$ 372,221.93	\$ 53,590.11	48%	\$ 425,812.04	\$ 462,321.69	\$ 21,290.60
8 ABOVE GROUND PIPING	\$ 540,603.14			0%	\$ -	\$ 540,603.14	\$ -
9 LANDSCAPING/ RETAINING WALL BLOCK	\$ 308,916.08		\$ 15,445.80	5%	\$ 15,445.80	\$ 293,470.28	\$ 772.29
10 FENCING	\$ 154,458.04	\$ 73,358.28		47%	\$ 73,358.28	\$ 81,099.76	\$ 3,667.91
<u>DIVISION 2 - INFLUENT STRUCTURE</u>							
1 EXCAVATION	\$ 11,255.31			0%	\$ -	\$ 11,255.31	\$ -
2 STRUCTURE WALLS & ELEVATED SLABS	\$ 112,553.10			0%	\$ -	\$ 112,553.10	\$ -
3 FOUNDATIONS	\$ 56,276.55			0%	\$ -	\$ 56,276.55	\$ -
4 ERECT ACCESS STAIRS AND HANDRAILS	\$ 75,035.40			0%	\$ -	\$ 75,035.40	\$ -
5 MISC METALS	\$ 37,517.70	\$ 27,489.70		73%	\$ 27,489.70	\$ 10,028.00	\$ 1,374.49
6 EQUIPMENT	\$ 337,659.30	\$ 114,409.46		34%	\$ 114,409.46	\$ 223,249.84	\$ 5,720.47
7 PIPING	\$ 120,056.64	\$ 71,569.88		60%	\$ 71,569.88	\$ 48,486.76	\$ 3,578.49
<u>DIVISION 3 - OXIDATION DITCH</u>							
1 OXIDATION DITCH GENERAL CONDITIONS	\$ 113,130.00		\$ 48,000.00	42%	\$ 48,000.00	\$ 65,130.00	\$ 2,400.00
2 OXIDATION DITCH FLOOR	\$ 358,245.00	\$ 9,050.40	\$ 25,077.15	10%	\$ 34,127.55	\$ 324,117.45	\$ 1,706.38

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
3 OXIDATION DITCH OUTER ST. WALLS	\$ 245,115.00	\$ 9,050.40		4%	\$ 9,050.40	\$ 236,064.60	\$ 452.52
4 OXIDATION DITCH INTERNAL WALLS	\$ 867,330.00	\$ 9,050.40		1%	\$ 9,050.40	\$ 858,279.60	\$ 452.52
5 OXIDATION DITCH CIRCULAR END WALLS	\$ 113,130.00	\$ 6,787.80		6%	\$ 6,787.80	\$ 106,342.20	\$ 339.39
6 OXIDATION DITCH DECKS & COLUMNS	\$ 301,680.00			0%	\$ -	\$ 301,680.00	\$ -
7 OXIDATION DITCH WALKWAYS	\$ 94,275.00	\$ 3,771.00		4%	\$ 3,771.00	\$ 90,504.00	\$ 188.55
8 OXIDATION DITCH ACCESSORIES & PAINTING	\$ 56,565.00	\$ 53,700.00		95%	\$ 53,700.00	\$ 2,865.00	\$ 2,685.00
9 OXIDATION DITCH EQUIPMENT	\$ 1,621,530.00	\$ 329,456.72		20%	\$ 329,456.72	\$ 1,292,073.28	\$ 16,472.84
<u>DIVISION 4 - CLARIFIER FLOW SPLITTER</u>							
1 EXCAVATION	\$ 2,376.00			0%	\$ -	\$ 2,376.00	\$ -
2 UNDERSLAB PIPING	\$ 3,564.00			0%	\$ -	\$ 3,564.00	\$ -
3 FOUNDATIONS & WALLS	\$ 35,640.00			0%	\$ -	\$ 35,640.00	\$ -
4 MISC METALS	\$ 5,940.00			0%	\$ -	\$ 5,940.00	\$ -
5 STRUCTURAL	\$ 7,128.00			0%	\$ -	\$ 7,128.00	\$ -
6 MECHANICAL	\$ 16,632.00			0%	\$ -	\$ 16,632.00	\$ -
7 PIPING	\$ 47,520.00			0%	\$ -	\$ 47,520.00	\$ -
<u>DIVISION 5 - CLARIFIERS</u>							
1 EXCAVATION	\$ 17,276.40		\$ 10,365.84	60%	\$ 10,365.84	\$ 6,910.56	\$ 518.29
2 UNDERSLAB CONCRETE ENCASED PIPING	\$ 34,552.80			0%	\$ -	\$ 34,552.80	\$ -
3 FOUNDATIONS AND FLOOR	\$ 322,492.80			0%	\$ -	\$ 322,492.80	\$ -
4 STRUCTURAL CONCRETE WALLS	\$ 414,633.60	\$ 7,279.12		2%	\$ 7,279.12	\$ 407,354.48	\$ 363.96
5 MISC METALS	\$ 57,588.00	\$ 30,000.00		52%	\$ 30,000.00	\$ 27,588.00	\$ 1,500.00
6 CLARIFIER EQUIPMENT	\$ 207,316.80	\$ 98,727.08		48%	\$ 98,727.08	\$ 108,589.72	\$ 4,936.35

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
7 PIPING	\$ 97,899.60			0%	\$ -	\$ 97,899.60	\$ -
<u>DIVISION 6 - RAS/WAS PUMP STATION</u>							
1 EXCAVATION	\$ 5,063.20			0%	\$ -	\$ 5,063.20	\$ -
2 FOUNDATIONS	\$ 50,632.00			0%	\$ -	\$ 50,632.00	\$ -
3 ERECT BUILDING	\$ 22,784.40			0%	\$ -	\$ 22,784.40	\$ -
4 PUMPS	\$ 136,706.40			0%	\$ -	\$ 136,706.40	\$ -
5 MECHANICAL	\$ 25,316.00			0%	\$ -	\$ 25,316.00	\$ -
6 PIPING	\$ 12,658.00			0%	\$ -	\$ 12,658.00	\$ -
<u>DIVISION 7 - FILTERS</u>							
1 EXCAVATION	\$ 11,496.00			0%	\$ -	\$ 11,496.00	\$ -
2 FOUNDATIONS, WALLS & ELEVATED DECK	\$ 114,960.00			0%	\$ -	\$ 114,960.00	\$ -
3 SET FILTERS & DRIVE MOTORS	\$ 86,220.00			0%	\$ -	\$ 86,220.00	\$ -
4 MISC METALS	\$ 28,740.00			0%	\$ -	\$ 28,740.00	\$ -
5 WEIRS	\$ 17,244.00	\$ 9,000.00		52%	\$ 9,000.00	\$ 8,244.00	\$ 450.00
6 MECHANICAL	\$ 57,480.00			0%	\$ -	\$ 57,480.00	\$ -
7 PIPING	\$ 229,920.00			0%	\$ -	\$ 229,920.00	\$ -
8 PUMPS	\$ 28,740.00			0%	\$ -	\$ 28,740.00	\$ -
<u>DIVISION 8 - CHLORINE CONTACT CHAMBER</u>							
1 EXCAVATION	\$ 3,180.60			0%	\$ -	\$ 3,180.60	\$ -
2 SET CHEMICAL VAULT	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
3 UNDERSLAB DRAIN PIPING	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
4 FOUNDATIONS & WALLS	\$ 39,757.50			0%	\$ -	\$ 39,757.50	\$ -
5 STRUCTURAL	\$ 15,903.00			0%	\$ -	\$ 15,903.00	\$ -
6 MISC METALS	\$ 7,951.50	\$ 1,900.00		24%	\$ 1,900.00	\$ 6,051.50	\$ 95.00
7 CHLORINE PUMPS	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
8 MECHANICAL	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
9 EFFLUENT PUMPS	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
10 PIPING	\$ 52,479.90	\$ 12,000.00		23%	\$ 12,000.00	\$ 40,479.90	\$ 600.00
<u>DIVISION 11 - CHEMICAL FEED & STORAGE FACILITIES</u>							
1 EXCAVATION	\$ 5,032.80			0%	\$ -	\$ 5,032.80	\$ -
2 SET CATCH BASINS	\$ 7,549.20			0%	\$ -	\$ 7,549.20	\$ -
3 FOUNDATIONS W/ UNDERDRAINS	\$ 50,328.00			0%	\$ -	\$ 50,328.00	\$ -
4 PRECAST CONCRETE BOXES	\$ 12,582.00			0%	\$ -	\$ 12,582.00	\$ -
5 CHEMICAL STORAGE TANKS	\$ 25,164.00			0%	\$ -	\$ 25,164.00	\$ -
6 MISC METALS	\$ 12,582.00			0%	\$ -	\$ 12,582.00	\$ -
7 ERECT PEMB	\$ 50,328.00			0%	\$ -	\$ 50,328.00	\$ -
8 PIPING	\$ 88,074.00			0%	\$ -	\$ 88,074.00	\$ -
<u>DIVISION 12 - IN-PLANT / TRANSFER PUMP STATION & VAC CON</u>							
1 EXCAVATION	\$ 26,124.00		\$ 6,000.00	23%	\$ 6,000.00	\$ 20,124.00	\$ 300.00
2 WET WELL	\$ 65,310.00			0%	\$ -	\$ 65,310.00	\$ -
3 MISC METALS	\$ 26,124.00			0%	\$ -	\$ 26,124.00	\$ -
4 PUMPS	\$ 104,496.00		\$ 23,569.10	23%	\$ 23,569.10	\$ 80,926.90	\$ 1,178.46
5 PIPING	\$ 39,186.00			0%	\$ -	\$ 39,186.00	\$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
<u>DIVISION 13 - AEROBIC DIGESTERS</u>							
1 DEMO MECHANICAL PIPING	\$ 14,340.00			0%	\$ -	\$ 14,340.00	\$ -
2 AERATORS & MOORING ARMS	\$ 143,400.00	\$ 123,324.00		86%	\$ 123,324.00	\$ 20,076.00	\$ 6,166.20
3 SUPERNATE DISCHARGE BOX	\$ 14,340.00			0%	\$ -	\$ 14,340.00	\$ -
4 AERATORS INSTALL	\$ 20,076.00			0%	\$ -	\$ 20,076.00	\$ -
5 UNDERGROUND DI PIPING	\$ 71,700.00			0%	\$ -	\$ 71,700.00	\$ -
6 INSTALL TELESCOPING VALVES	\$ 22,944.00			0%	\$ -	\$ 22,944.00	\$ -
<u>DIVISION 14 - OPERATIONS BUILDING</u>							
1 EXCAVATION	\$ 12,150.00		\$ 9,112.50	75%	\$ 9,112.50	\$ 3,037.50	\$ 455.63
2 FOUNDATIONS	\$ 121,500.00		\$ 6,075.00	5%	\$ 6,075.00	\$ 115,425.00	\$ 303.75
3 STRUCTURAL PEMB	\$ 121,500.00			0%	\$ -	\$ 121,500.00	\$ -
4 CMU BLOCK	\$ 30,375.00			0%	\$ -	\$ 30,375.00	\$ -
5 ERECT TRUSSES AND METAL ROOF	\$ 36,450.00			0%	\$ -	\$ 36,450.00	\$ -
6 HVAC	\$ 78,975.00	\$ 6,913.15		9%	\$ 6,913.15	\$ 72,061.85	\$ 345.66
7 PLUMBING	\$ 72,900.00		\$ 5,185.00	7%	\$ 5,185.00	\$ 67,715.00	\$ 259.25
8 INSTALL LAB MATERIALS	\$ 30,375.00			0%	\$ -	\$ 30,375.00	\$ -
9 ARCHITECTURAL ITEMS	\$ 72,900.00			0%	\$ -	\$ 72,900.00	\$ -
10 SECURITY SYSTEM	\$ 30,375.00			0%	\$ -	\$ 30,375.00	\$ -
<u>DIVISION 16 - LINE CREW BUILDING</u>							
1 EXCAVATION	\$ 18,062.18		\$ 13,546.64	75%	\$ 13,546.64	\$ 4,515.54	\$ 677.33
2 FOUNDATIONS	\$ 180,621.80		\$ 9,031.09	5%	\$ 9,031.09	\$ 171,590.71	\$ 451.55

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
3 STRUCTURAL PEMB	\$ 198,683.98			0%	\$ -	\$ 198,683.98	\$ -
4 CMU BLOCK	\$ 54,186.54			0%	\$ -	\$ 54,186.54	\$ -
5 METAL SIDING	\$ 18,062.18			0%	\$ -	\$ 18,062.18	\$ -
6 HVAC	\$ 108,373.08	\$ 19,700.15		18%	\$ 19,700.15	\$ 88,672.93	\$ 985.01
7 PLUMBING	\$ 72,248.72		\$ 11,300.00	16%	\$ 11,300.00	\$ 60,948.72	\$ 565.00
8 MISC METALS	\$ 45,155.45			0%	\$ -	\$ 45,155.45	\$ -
9 CASEWORK & CABINETS	\$ 63,217.63			0%	\$ -	\$ 63,217.63	\$ -
10 ARCHITECTURAL ITEMS	\$ 144,497.44			0%	\$ -	\$ 144,497.44	\$ -
<u>DIVISION 17 - ELECTRICAL</u>							
1 MOBILIZATION & TEMPORARY POWER	\$ 49,520.00	\$ 49,520.00		100%	\$ 49,520.00	\$ -	\$ 2,476.00
2 SUBMITTALS	\$ 24,760.00	\$ 23,522.00		95%	\$ 23,522.00	\$ 1,238.00	\$ 1,176.10
3 GENERAL CONDITIONS	\$ 99,040.00	\$ 20,218.50		20%	\$ 20,218.50	\$ 78,821.50	\$ 1,010.93
4 TESTING, START-UP, & CHECKOUT	\$ 49,520.00			0%	\$ -	\$ 49,520.00	\$ -
5 LIGHTNING PROTECTION	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
6 DEMOBILIZATION	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
7 MANHOLES	\$ 49,520.00	\$ 16,932.80		34%	\$ 16,932.80	\$ 32,587.20	\$ 846.64
8 INSTALL MANHOLES	\$ 24,760.00	\$ 16,500.00		67%	\$ 16,500.00	\$ 8,260.00	\$ 825.00
9 ELECTRICAL GEAR	\$ 1,089,440.00	\$ 36,575.00		3%	\$ 36,575.00	\$ 1,052,865.00	\$ 1,828.75
10 INSTALL ELECTRICAL EQUIPMENT	\$ 74,280.00			0%	\$ -	\$ 74,280.00	\$ -
11 LIGHTING	\$ 74,280.00			0%	\$ -	\$ 74,280.00	\$ -
12 INSTALL LIGHTING	\$ 49,520.00			0%	\$ -	\$ 49,520.00	\$ -
13 UNDERGROUND CONDUIT & EXCAVATION	\$ 247,600.00	\$ 83,669.00		34%	\$ 83,669.00	\$ 163,931.00	\$ 4,183.45
14 SURFACE CONDUIT	\$ 173,320.00			0%	\$ -	\$ 173,320.00	\$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
15 WIRE & TERMINATIONS	\$ 198,080.00			0%	\$ -	\$ 198,080.00	\$ -
16 GROUNDING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
17 SECURITY CONDUIT & WIRE	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
18 LINE CREW LIGHTING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
19 LINE CREW INSTALL LIGHTING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
20 LINE CREW UNDERGROUND CONDUIT & EXCAVATION	\$ 49,520.00			0%	\$ -	\$ 49,520.00	\$ -
21 LINE CREW SURFACE CONDUIT	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
22 LINE CREW WIRE & TERMINATIONS	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
23 LINE CREW GROUNDING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
TOTAL	\$ 15,426,644.00	\$ 2,327,186.69	\$ 322,306.45	13%	\$ 2,649,493.14	\$ 12,777,150.86	\$ 132,474.66

Stored Material Summary

Contractor's Application

For (Contract): DEP SRF Harbor Road WRF Expansion, Ph. 2 SRF Agreement No. WW100420 City of Green Cove Springs, Florida							Application Number: 05					
Application Period: 08/30/2021 - 09/26/2021							Application Date: 09/27/2021					
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	D		E	Subtotal Amount Completed and Stored to Date (D + E)		F		G
					Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)	
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)		
	1845135	Multiple	Green Cove	Perforated Pipe and fittings	04/29/2021	3,703.38		3,703.38				3,703.38
	21-26	Subm. No. 01	Green Cove	Floating Aerators	04/30/2021	122,383.10		122,383.10				122,383.10
	1843656	Multiple	Green Cove	Underdrain Piping	05/05/2021	34,008.79		34,008.79	09/2021	19,374.68		14,634.11
	1843656-1	Multiple	Green Cove	Underdrain Piping and fittings	05/17/2021	12,674.04		12,674.04				12,674.04
	1845357	Multiple	Green Cove	Pipe Fittings	05/20/2021	7,922.44		7,922.44	09/2021	76.32		7,846.12
	1845822	Multiple	Green Cove	Pipe & Fittings	05/26/2021	54,116.18		54,116.18	09/2021	8,383.29		45,732.89
	16	Subm. No. 29	Subcontractor	Fencing Materials	06/01/2021	58,360.60		58,360.60				58,360.60
	1845357-1	Multiple	Green Cove	Pipe Fittings	06/02/2021	186.42		186.42				186.42
	21-39	Multiple	Green Cove	FRP Weirs and Baffles for secondary clarifiers	06/03/2021	22,335.00		22,335.00				22,335.00
	1845357-2	Multiple	Green Cove	Pipe fittings	06/07/2021	3,095.20		3,095.20	09/2021	773.80		2,321.40
	1845357-3	Multiple	Green Cove	Pipe fittings	06/11/2021	4,781.66		4,781.66	09/2021	2,011.88		2,769.78
	1843668	Multiple	Green Cove	Pipe fittings	06/12/2021	76,156.51		76,156.51				76,156.51
	1845357-4	Multiple	Green Cove	Pipe Fittings	06/16/2021	2,196.32		2,196.32				2,196.32
	1855262	Multiple	Green Cove	Pipe fittings	06/17/2021	27,469.45		27,469.45	09/2021	1,974.14		25,495.31
	1845244	Multiple	Green Cove	Pipe fittings	06/18/2021	37,059.47		37,059.47	09/2021	1,987.50		35,071.97
	1845135-1	Multiple	Green Cove	Pipe fittings	06/23/2021	1,816.32		1,816.32				1,816.32
	CM115120	Multiple	Green Cove	Pipe	06/25/2021	-1,997.04		-1,997.04	09/2021			-1,997.04
	1857688	Multiple	Green Cove	Combination Air Valves	06/30/2021	6,678.00		6,678.00				6,678.00
	1844633	Multiple	Green Cove	Pipe & Fittings	07/13/2021	29,336.72		29,336.72	09/2021	11,240.41		18,096.31
	1859345	Multiple	Green Cove	Pipe and Fittings	07/12/2021	3,554.60		3,554.60				3,554.60
	1857392	Multiple	Green Cove	Valves	07/15/2021	30,104.00		30,104.00				30,104.00
	3556B82123	Subm. No. 27	Green Cove	In-Plant Submersible Pumps	07/21/2021	16,755.42		16,755.42				16,755.42
	1864289	Multiple	Green Cove	Polywrap Pipe tape	07/28/2021	1,074.84		1,074.84	09/2021	161.18		913.66
	1845244-1	Multiple	Green Cove	Pipe Fittings	07/30/2021	24,788.91		24,788.91	09/2021	2,491.00		22,297.91
	8481201	Subm. No. 73	Submittals	Oculus Control System	07/27/2021	170,922.73		170,922.73				170,922.73
	8481198	Subm. No. 57	Submittals	Mechanical Surface Aerators	07/27/2021	79,214.39		79,214.39				79,214.39
	8481199	Subm. No. 58	Submittals	Submersible Mixers	07/27/2021	34,806.96		34,806.96				34,806.96
	8481199	Subm. No. 59	Submittals	Eliminator Gate	07/27/2021	44,512.64		44,512.64				44,512.64
	8481234	Subm. No. 64	Submittals	80' C4-FTS Clarifiers w/C40HT Drives	08/02/2021	106,705.49		106,705.49				106,705.49
	1845822-1	Multiple	Green Cove	14" Bell Restraints	08/02/2021	3,805.40		3,805.40				3,805.40
	3556B84540	Subm. No. 27	Green Cove	Duplex Control Panel	08/06/2021		23,569.10	23,569.10				23,569.10
	1859345-1	Multiple	Green Cove	Pipe Fittings	08/10/2021	769.56		769.56				769.56
	3556B85393	Subm. No. 27	Green Cove	In-Plant Submersible Pumps - guide rails, brackets, etc	08/13/2021	13,765.90		13,765.90				13,765.90
	3556B85757	Subm. No. 27	Green Cove	In-Plant Submersible Pumps - Base Plates	08/17/2021	2,548.24		2,548.24				2,548.24
	281045636	Subm. No. 20	Green Cove	Slide Gate materials	08/17/2021	90,175.00		90,175.00				90,175.00
	M3-L3026-1	Subm. No. 20	Submittals	Coordination Services - Alfa Laval	08/17/2021	37,600.00		37,600.00				37,600.00

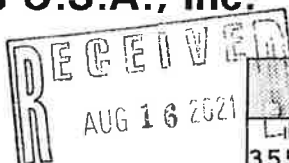
1845244-2	Multiple	Green Cove	Ductile Iron Pipe Fittings	08/18/2021		18,636.92	18,636.92			18,636.92
1870940	Multiple	Green Cove	16" & 20" DR25 PVC Green Pipe	08/30/2021		8,965.90	8,965.90			8,965.90
1870852	Multiple	Green Cove	Wire	08/30/2021		747.30	737.30			737.30
1859345-2	Multiple	Green Cove	4" 90 & 4" UFR 1500-CA-U Restrainer	09/01/2021		330.72	330.72			330.72
374163283	Subm. No. 37	Green Cove	Precast Sanitary Manholes	09/02/2021		6,112.76	6,112.76			6,112.76
1857392-1	Multiple	Green Cove	Check Valves, BF Valves, Plug Valves	09/07/2021		2,120.00	2,120.00			2,120.00
1872241	Multiple	Green Cove	4" CL350 P-401 DI Fastite Pipe	09/07/2021		1,526.40	1,526.40			1,526.40
374163469	Subm. No. 37	Green Cove	Precast Sanitary Manholes	09/08/2021		13,576.48	13,576.48			13,576.48
374163476	Subm. No. 37	Green Cove	Precast Sanitary Manholes	09/08/2021		7,382.90	7,382.90			7,382.90
			Totals			1,163,386.64	82,968.48	1,246,345.12	48,474.20	1,197,870.92

Modified per Mittauer Associates, Inc.
EJCDC® C-620 Contractor's Application for Payment
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00620-3

8905-56-1

Xylem Water Solutions U.S.A., Inc.

455 HARVEST TIME DRIVE
 SANFORD, FL 32771
 Tel.(407)880-2900 Fax:(407)880-2962



110805

INVOICE

YOUR PURCHASE ORDER
 DEP SRF HARBOR RD

REMIT TO

26717 Network Place
 Chicago, IL 60673-1267

INVOICE NO. 3556B84540	FUS NO. D33513	DATE SHIPPED 8/06/21	DELIVERY NOTE H37754
INVOICE DATE 8/06/21	TRN A3	WHS 310	PAYMENT TERMS 100% N90 FROM INVOICE

Sold To:

Customer No. 203468

Ship To:

Global No. 5017686

WILLIAMS IND SERVICES LLC

100 CRESCENT CENTER PKWY STE 1
 SUITE 1240
 TUCKER GA 30084-7063

CGCS/DEP SRF HARBOR WR PH 2 LS
 Ed Gathercole 904-716-2652
 1277 HARBOR ROAD
 GREEN COVE SPRINGS FL 32043

FREIGHT TERMS		DELIVERY TERMS		ORDER PROCESSED BY	
Jobsite		Prepaid		FLYGT-ORLANDO, FL BRANCH	
SHIP VIA		ORDER TEXT		CUSTOMER TEXT	
Shipper choice-Ground		PO 463000012013		CJAAP 2021-APO-0116	
LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	DEP SRF HARBOR RD WRF- CLAY CO				
001	1409412009417G DUPLEX CONTROL PANEL 7.5HP 3PH 460V, DEMARC BOX, TRANSDUCER	1 EA			
002	1400000407129 MINI-CASII/FUS 120/24VAC, 24VDC OLD NUMBER: AMINICAS	2 EA			
	TOT PRICE/GROUP	001 - 002			22,235.00
	SUB-TOTAL OF POSITIONS				22,235.00
	** ADD NO S & H CHARGES **				
	NET AMOUNT BEFORE TAXES USD FL STATE				22,235.00 1,334.10
DISPATCH INFO: 893116122					
ORDER TOTAL USD					23,569.10

IMPORTANT - This invoice is governed by and subject to TERMS AND CONDITIONS OF SALE - XYLEM AMERICAS. Different terms are hereby rejected unless expressly assented to in writing. Terms are accessible at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx>



9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845244-2	\$18,636.92	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	08/18/21	105125
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
			ALL DOMESTIC PERMOX LINED				
1	0	DMJ9P4LA20	DOM 20 MJ C153 P-401 90 BEND L/A		EA	0.00	
1	1	DMJTP4LA2012	DOM 20X12 MJ C153 P-401 TEE L/A	2579.000	EA	2579.00	
1	1	DMJRP4LA2016	DOM 20X16 MJ C153 P-401 RED L/A	1267.000	EA	1267.00	
1	1	DMJ9P4LA12	DOM 12 MJ C153 P-401 90 BEND L/A	706.000	EA	706.00	
1	0	DFCROSS24	DOM 24 DI 125# C110 FLG CRS 1" TAP		EA	0.00	
1	0	DDMT2414CTF	24X14 MJ C153 PERMOX TEE L/A *X		EA	0.00	
1	0	DMJELRLA2414	DOM 24X14 MJ C153 RED EPOX		EA	0.00	
1	0	DMJRP4LA2416	DOM 24X16 MJ C153 P-401 RED L/A		EA	0.00	
1	0	DMJCRP4LA16	DOM 16 MJ C153 P-401 CRS L/A		EA	0.00	
1	0	DMJRP4LA1614	DOM 16X14 MJ C153 P-401 RED L/A		EA	0.00	
4	4	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A	1155.000	EA	4620.00	
1	0	DMJSPP416	DOM 16 MJ C153 P-401 SLD PLUG		EA	0.00	
2	0	DMJELP9LA24	DOM 24 MJXPE 90 C153 BEND EPOX		EA	0.00	
2	0	DMJLSP4LA18	DOM 18 MJ C153 P-401 LONG SLV L/A		EA	0.00	
2	2	DMJ9P4LA18	DOM 18 MJ C153 P-401 90 BEND L/A	1895.000	EA	3790.00	
4	4	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A	1155.000	EA	4620.00	
INVOICE SUB-TOTAL							17582.00
TAX						Florida 5000 Cap Met	1064.92

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$18,636.92
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to



WATERWORKS
9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1870940	\$8,965.90	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH IO
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	08/30/21	105211
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
40	40	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP	35.150	FT	1406.00	
120	120	DR25GP20	20 C900 DR25 CL165 PVC GJ GREE PIP	58.770	FT	7052.40	
			INVOICE SUB-TOTAL			8458.40	
			TAX	Florida 5000 Cap Met		507.50	
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>							

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$8,965.90
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to



WATERWORKS
9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1870852	\$747.30	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012044	JGS	HARBOR RD WRF EXPANSION	08/30/21	IO 105211
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
2500	2500	P744130832	10GA SLD HFCCS PE30 WIRE PURP 500	240.000	M	600.00	
3	3	PSD3105B52	3X1000 UG DET WTR BLUE	35.000	EA	105.00	
			INVOICE SUB-TOTAL			705.00	
			TAX	Florida 5000 Cap Met		42.30	
<p>*****</p> <p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>							

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$747.30
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to



9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1859345-2	\$330.72	59035	1 of 1


**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032 CO1	JGS	HARBOR RD WRF EXPANSION	09/01/21	IO 105238
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	0	DMJ9LAP	DOM 4 MJ C153 90 BEND L/A		EA	0.00	
8	8	FUFR1500CA4U	4IN UFR1500-CA-U RESTRAINER	39.000	EA	312.00	
INVOICE SUB-TOTAL							312.00
TAX						Florida 5000 Cap Met	18.72
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>							
<p>Looking for a more convenient way to pay your bill?</p> <p>Log in to Ferguson.com and request access to Online Bill Pay.</p> 							

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$330.72

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to


Oldcastle Infrastructure™
 A CRH COMPANY

 690 W. Taft-Vineland Road
 Orlando, FL 32824

 Telephone: 407-855-7580
 Fax: 407-851-4829

INVOICE

Page 1 of 2

Remit to:

 Oldcastle Infrastructure
 P O Box 402721
 Atlanta, GA 30384-2721

Site: JaxPresWay

SOLD TO:

 WILLIAMS INDUSTRIAL SERVICES
 100 CRESCENT CENTER PKWY
 STE 1240
 TUCKER, GA 30084 7063

SHIP TO:

 DEP SRF Harbor RD WRF Expansion ph2 (GCS)
 1277 HARBOR RD
 GREEN COVE SPRINGS, FL 32043 8729

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
374163283	9/2/2021	374005202	S135986	463000012027	FOB Job Site	Atlantic Logistics Inc

Packing slip(s) SP175756

Group: SD-10		SD-10						
Order Qty	Description		Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	2'0" x 3'1" x 4'7 1/2" Base		1.00	0.00	0.00	552.00	0.00	552.00
	6" & 6" FDOT C 0'-15'							
1.00	6210 GRATE ONLY		1.00	0.00	0.00	160.00	0.00	160.00
Group Total:						712.00	0.00	712.00
Group: SD-11		SD-11						
Order Qty	Description		Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	2'0" x 3'1" x 3'1 1/2" Base		1.00	0.00	0.00	552.00	0.00	552.00
	6" & 6" FDOT C 0'-15'							
1.00	6210 GRATE ONLY		1.00	0.00	0.00	160.00	0.00	160.00
Group Total:						712.00	0.00	712.00
Group: SD-13		SD-13						
Order Qty	Description		Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	2'0" x 3'1" x 1'10" Base 6" & 6"		1.00	0.00	0.00	552.00	0.00	552.00
	FDOT C 0'-15'							
1.00	6210 GRATE ONLY		1.00	0.00	0.00	160.00	0.00	160.00
Group Total:						712.00	0.00	712.00
Group: SD-2		SD-2						
Order Qty	Description		Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	2'0" x 3'1" x 2'9" Base 6" & 6"		1.00	0.00	0.00	552.00	0.00	552.00
	FDOT C 0'-15'							
1.00	6210 GRATE ONLY		1.00	0.00	0.00	160.00	0.00	160.00
Group Total:						712.00	0.00	712.00
Group: SD-4		SD-4						
Order Qty	Description		Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	2'0" x 3'1" x 3'0" Base 6" & 6"		1.00	0.00	0.00	552.00	0.00	552.00
	FDOT C 0'-15'							
1.00	6210 GRATE ONLY		1.00	0.00	0.00	160.00	0.00	160.00
Group Total:						712.00	0.00	712.00
Group: SD-6		SD-6						
Order Qty	Description		Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	2'0" x 3'1" x 3'1 1/2" Base		1.00	0.00	0.00	552.00	0.00	552.00
	6" & 6" FDOT C 0'-15'							
1.00	6210 GRATE ONLY		1.00	0.00	0.00	160.00	0.00	160.00
Group Total:						712.00	0.00	712.00
Group: SD-8		SD-8						
Order Qty	Description		Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$



Oldcastle Infrastructure™
A CRH COMPANY

690 W. Taft-Vineland Road
Orlando, FL 32824

Telephone: 407-855-7580
Fax: 407-851-4829

INVOICE

Page 2 of 2

Remit to:

Oldcastle Infrastructure
P O Box 402721
Atlanta, GA 30384-2721

Site: JaxPresWay

SOLD TO:

WILLIAMS INDUSTRIAL SERVICES
100 CRESCENT CENTER PKWY
STE 1240
TUCKER, GA 30084 7063

SHIP TO:

DEP SRF Harbor RD WRF Expansion ph2 (GCS)
1277 HARBOR RD
GREEN COVE SPRINGS, FL 32043 8729

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
374163283	9/2/2021	374005202	S135986		FOB Job Site	Atlantic Logistics Inc

Packing slip(s) SP175756

1.00	2'0" x 3'1" x 3'7 1/2" Base	1.00	0.00	0.00	552.00	0.00	552.00
1.00	6" & 6" FDOT C 0'-15'	1.00	0.00	0.00	160.00	0.00	160.00
				Group Total:	712.00	0.00	712.00
Group: SD-9 SD-9							
Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	2'0" x 3'1" x 3'10 1/2" Base	1.00	0.00	0.00	552.00	0.00	552.00
1.00	6" & 6" FDOT C 0'-15'	1.00	0.00	0.00	160.00	0.00	160.00
				Group Total:	712.00	0.00	712.00
					Tax		416.76

If you would prefer to receive your account information, such as invoices and/or statements via email or fax, please call
(844) 211-1322 or email sscc@oldcastle.com

TOTAL AMOUNT DUE BY: 10/02/21

US

6,112.76

Minimum 10% handling charge on all returned goods. No goods to be returned without consent. Give as reference our invoice number and date. Claims for damages, back charges for labor, other expenses, will not be allowed unless authorized in writing by the seller. The articles and/or services covered by this invoice were produced in compliance with the Federal Labor Standards Act of 1938, as amended. The Customer Agrees

1. THAT THE ABOVE TOTAL IS PAST DUE IF NOT PAID WITHIN 30 DAYS OF DATE OF THIS INVOICE
2. TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON ANY PAST DUE AMOUNT.
3. TO PAY COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY FEES, AFTER DEFAULT BY THE CUSTOMER


WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1857392-1	\$2,120.00	59035	1 of 2

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLOCAP	463000012032	JGS	GA VLV PKG	09/07/21	105261
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
3	0	SP-G10FLGSWNGCHKVL	10" SWING CHECK VALVE Sequence #: 450 Cust Desc : 10" DOM 125/150LB FLG IRONBODY AWWA SWING CHECK VALVE W/ OL & W-NO LIMIT SWITCH		EA	0.00	
2	0	SP-G14FLGSWNGCHKVL	14" SWING CHECK VALVE Sequence #: 550 Cust Desc : 14" DOM 125/150LB FLG IRONBODY AWWA SWING CHECK VALVE W/ OL & W-NO LIMIT SWITCH		EA	0.00	
1	0	SP-G16FLGBFV	16" FLG BFV Sequence #: 532 Cust Desc : 16" DOM 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ GEAR OPERATOR & 2" OP NUT		EA	0.00	
1	0	SP-G16FLGBFV	16" FLG BFV Sequence #: 533 Cust Desc : 16" DOM 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ EMO/ MODULATING		EA	0.00	
1	0	SP-G20FLGBFVEMO	20" FLG BFV WEMO Sequence #: 549 Cust Desc : 20" DOM 150B - 125LB FLG AWWA C504 IRONBODY BUTTERFLY VALVE W/ EMO/ MODULATING		EA	0.00	
1	0	SP-G3FLGPLUGVLV	3" FLG PLUG VALVE Sequence #: 433 Cust Desc : 3" DOM 125LB FLG IRON BODY PLUG VALVE STD PORT/ LEVER OPERATOR (NO GEAR)		EA	0.00	
4	0	SP-G4FLGPLUGVLV	4" FLANGE PLUG VALVE Sequence #: 592 Cust Desc : 4" DOM 125LB FLG IRON BODY PLUG VALVES STD PORT GEAR OPERATOR W/ 2" OP NUT		EA	0.00	
12	0	SP-G4FLGPRVFLRTYP	4" CI TANK PRV VALVE FLOOR TYPE FLG Sequence #: 423		EA	0.00	

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

CONTINUED

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to



WATERWORKS
 9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1857392-1	\$2,120.00	59035	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
2	2	SP-G6FLGSWNGCHKVL	Cust Desc : 4" CI TANK PRV VALVE FLOOR TYPE FLANGED 6" FLG SWING CHECK VALVE Sequence #: 629 Cust Desc : 6" DOM 125/150LB FLG IRONBODY AWWA SWING CHECK VALVE W/ OL & W-NO LIMIT SWITCH	1000.000	EA	2000.00
			INVOICE SUB-TOTAL			2000.00
			TAX	Florida 5000 Cap Met		120.00
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>						

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$2,120.00
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to



9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1872241	\$1,526.40	59035	1 of 1


**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	09/07/21	IO 105265
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
40	40	AFT350PP4P	4 CL350 P-401 DI FASTITE PIPE	36.000	FT	1440.00	
			INVOICE SUB-TOTAL			1440.00	
			TAX	Florida 5000 Cap Met		86.40	
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>							
<p>Looking for a more convenient way to pay your bill?</p> <p>Log in to Ferguson.com and request access to Online Bill Pay.</p> 							

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$1,526.40
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to


Oldcastle Infrastructure
 A CRH COMPANY

 690 W. Taft-Vineland Road
 Orlando, FL 32824

 Telephone: 407-855-7580
 Fax: 407-851-4829

INVOICE

Page 1 of 3

Remit to:

 Oldcastle Infrastructure
 P O Box 402721
 Atlanta, GA 30384-2721

Site: JaxPresWay

SOLD TO:
SHIP TO:

 WILLIAMS INDUSTRIAL SERVICES
 100 CRESCENT CENTER PKWY
 STE 1240
 TUCKER, GA 30084 7063

 DEP SRF Harbor RD WRF Expansion ph2 (GCS)
 1277 HARBOR RD
 GREEN COVE SPRINGS, FL 32043 8729

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
374163469	9/8/2021	374005202	S135986	463000012027	FOB Job Site	1899 Transport Inc

Packing slip(s) ...: SP175872

Group: MH-1		MH-1						
Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$	
1.00	4'0" DIA X 3'6" Base 8" & 5" No Ext. Sanitary Special Rev Joint W/ 4' ID Invert Channel AND EW-1 INT./EXT.	1.00	0.00	0.00	2,812.00	0.00	2,812.00	
0.00	CORE 4'0" DIA X 3'6" Base 8" & 5" No Ext. Sanitary Special Rev Joint	0.00	0.00	0.00	0.00	0.00	0.00	
1.00	CORE 4'0" DIA X 6'0" Riser 5" Sanitary Special Rev Joint W/ HOLE AND EW-1 INT./EXT.	1.00	0.00	0.00	650.00	0.00	650.00	
1.00	4'0" DIA X 3'0" Cone 5" wall 24" ECCENTRIC W/ EW-1 INT./EXT.	1.00	0.00	0.00	340.00	0.00	340.00	
3.00	Boot 406-12AWP-EX (JEA) w/ (2) I-180 clamp	3.00	0.00	0.00	50.00	0.00	150.00	
2.00	Boot 406-12CWP-EX-316 w/(2) I-128 clamp (JEA 6" DIP/PVC)	2.00	0.00	0.00	60.00	0.00	120.00	
1.00	Drop Bowl 8"	0.00	1.00	0.00	225.00	0.00	0.00	
0.67	9" Rubbernek X 50'/ROLL 4/box	0.00	0.67	0.00	59.70	0.00	0.00	
16.00	1.5" Ram-Nek (20 pcs/box)	16.00	0.00	0.00	3.50	0.00	56.00	
5.50	EW-1 AQUAPXY (KIT) INT. (3) BLACK	5.50	0.00	0.00	40.00	0.00	220.00	
5.50	EW-1 AQUAPXY (KIT) EXT. (3) BLACK	5.50	0.00	0.00	40.00	0.00	220.00	
1.00	E SANITARY COVER ONLY	0.00	1.00	0.00	100.00	0.00	0.00	
1.00	170 RING ONLY	0.00	1.00	0.00	103.00	0.00	0.00	
Group Total:					4,483.20	0.00	4,568.00	

Group: MH-2		MH-2						
Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$	
1.00	4'0" DIA X 2'6" Base 8" & 5" No Ext. Sanitary Special Rev Joint W/ 4' ID Invert Channel AND EW-1 INT./EXT.	1.00	0.00	0.00	1,600.00	0.00	1,600.00	
0.00	CORE 4'0" DIA X 2'6" Base 8" & 5" No Ext. Sanitary Special Rev Joint	0.00	0.00	0.00	0.00	0.00	0.00	
1.00	4'0" DIA X 4'0" Riser 5" Stock Rev Joint W/ HOLES AND EW-1 INT./EXT.	1.00	0.00	0.00	500.00	0.00	500.00	
1.00	4'0" DIA Top Slab 8" & 5" 24" Hole Offset	1.00	0.00	0.00	350.00	0.00	350.00	
2.00	Boot 406-12AWP-EX (JEA) w/ (2) I-180 clamp	2.00	0.00	0.00	50.00	0.00	100.00	
2.00	Boot 406-12CWP-EX-316 w/(2) I-128	2.00	0.00	0.00	60.00	0.00		


Oldcastle Infrastructure™
 A CRH COMPANY

 690 W. Taft-Vineland Road
 Orlando, FL 32824

 Telephone: 407-855-7580
 Fax: 407-851-4829

INVOICE

Page 2 of 3

Remit to:

 Oldcastle Infrastructure
 P O Box 402721
 Atlanta, GA 30384-2721

Site: JaxPresWay

SOLD TO:
SHIP TO:

 WILLIAMS INDUSTRIAL SERVICES
 100 CRESCENT CENTER PKWY
 STE 1240
 TUCKER, GA 30084 7063

 DEP SRF Harbor RD WRF Expansion ph2 (GCS)
 1277 HARBOR RD
 GREEN COVE SPRINGS, FL 32043 8729

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
374163469	9/8/2021	374005202	S135986	463000012027	FOB Job Site	1899 Transport Inc

Packing slip(s) ...: SP175872

0.67	clamp (JEA 6" DIP/PVC)	0.00	0.67	0.00	59.70	0.00	0.00
16.00	9"Rubbernek X 50'/ROLL 4/bx	16.00	0.00	0.00	3.50	0.00	56.00
3.00	1.5" Ram-Nek (20 pcs/box)	3.00	0.00	0.00	40.00	0.00	120.00
3.00	EW-1 AQUAPXY (KIT) INT. (3) BLACK	3.00	0.00	0.00	40.00	0.00	120.00
1.00	EW-1 AQUAPXY (KIT) EXT. (3) BLACK	0.00	1.00	0.00	103.00	0.00	0.00
1.00	170 RING ONLY	0.00	1.00	0.00	100.00	0.00	0.00
1.00	E SANITARY COVER ONLY (170-E)	0.00					
Group Total:					2,906.20	0.00	2,966.00

Group: MH-3		MH-3					
Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	4'0" DIA X 2'0" Base 8" & 5" No Ext. Sanitary Special Rev Joint W/ 4' ID Invert Channel AND EW-1 INT./EXT.	1.00	0.00	0.00	1,521.00	0.00	1,521.00
0.00	CORE 4'0" DIA X 2'0" Base 8" & 5" No Ext. Sanitary Special Rev Joint	0.00	0.00	0.00	0.00	0.00	0.00
1.00	4'0" DIA X 2'0" Riser 5" Rev Joint W/ EW-1 INT./EXT.	1.00	0.00	0.00	390.00	0.00	390.00
1.00	4'0" DIA X 3'0" Cone 5" wall 24" ECCENTRIC W/ EW-1 INT./EXT.	1.00	0.00	0.00	330.00	0.00	330.00
2.00	Boot 406-12AWP-EX (JEA) w/ (2) I-180 clamp	2.00	0.00	0.00	50.00	0.00	100.00
0.67	9"Rubbernek X 50'/ROLL 4/bx	0.00	0.67	0.00	59.70	0.00	0.00
16.00	1.5" Ram-Nek (20 pcs/box)	16.00	0.00	0.00	3.50	0.00	56.00
3.00	EW-1 AQUAPXY (KIT) INT. (3) BLACK	3.00	0.00	0.00	40.00	0.00	120.00
3.00	EW-1 AQUAPXY (KIT) EXT. (3) BLACK	3.00	0.00	0.00	40.00	0.00	120.00
1.00	E SANITARY COVER ONLY	0.00	1.00	0.00	100.00	0.00	0.00
1.00	170 RING ONLY	0.00	1.00	0.00	103.00	0.00	0.00
Group Total:					2,637.20	0.00	2,637.00

Group: MH-4		MH-4					
Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	4'0" DIA X 2'6" Base 8" & 5" No Ext. Sanitary Special Rev Joint W/ 4' ID Invert Channel AND EW-1 INT./EXT.	1.00	0.00	0.00	1,481.00	0.00	1,481.00
0.00	CORE 4'0" DIA X 2'6" Base 8" & 5" No Ext. Sanitary Special Rev Joint	0.00	0.00	0.00	0.00	0.00	0.00
1.00	4'0" DIA X 2'0" Riser 5" Rev Joint W/ EW-1 INT./EXT.	1.00	0.00	0.00	390.00	0.00	390.00
1.00	4'0" DIA X 2'0" Cone 5" wall 24"	1.00	0.00	0.00	320.00	0.00	


Oldcastle Infrastructure™
 A CRH COMPANY

 690 W. Taft-Vineland Road
 Orlando, FL 32824

 Telephone: 407-855-7580
 Fax: 407-851-4829

INVOICE

Page 3 of 3

Remit to:

 Oldcastle Infrastructure
 P O Box 402721
 Atlanta, GA 30384-2721

Site: JaxPresWay

SOLD TO:

 WILLIAMS INDUSTRIAL SERVICES
 100 CRESCENT CENTER PKWY
 STE 1240
 TUCKER, GA 30084 7063

SHIP TO:

 DEP SRF Harbor RD WRF Expansion ph2 (GCS)
 1277 HARBOR RD
 GREEN COVE SPRINGS, FL 32043 8729

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
374163469	9/8/2021	374005202	S135986	463000012027	FOB Job Site	1899 Transport Inc

Packing slip(s) ...: SP175872

3.00	ECCENTRIC W/ EW-1 INT./EXT. Boot 406-12AWP-EX (JEA) w/ (2) I-180 clamp	3.00	0.00	0.00	50.00	0.00	150.00
0.67	9"Rubbernek X 50'/ROLL 4/bx	0.00	0.67	0.00	59.70	0.00	0.00
16.00	1.5" Ram-Nek (20 pcs/box)	16.00	0.00	0.00	3.50	0.00	56.00
3.00	EW-1 AQUAPXY (KIT) INT. (3) BLACK	3.00	0.00	0.00	40.00	0.00	120.00
3.00	EW-1 AQUAPXY (KIT) EXT. (3) BLACK	3.00	0.00	0.00	40.00	0.00	120.00
1.00	E SANITARY COVER ONLY	0.00	1.00	0.00	100.00	0.00	0.00
1.00	170 RING ONLY	0.00	1.00	0.00	103.00	0.00	0.00
Group Total:					2,587.20	0.00	2,637.00
					Tax		768.48

 If you would prefer to receive your account information, such as invoices and/or statements via email or fax, please call
 (844) 211-1322 or email sscc@oldcastle.com
TOTAL AMOUNT DUE BY: 10/08/21
US
13,576.48

Minimum 10% handling charge on all returned goods. No goods to be returned without consent. Give as reference our invoice number and date. Claims for damages, back charges for labor, other expenses, will not be allowed unless authorized in writing by the seller. The articles and/or services covered by this invoice were produced in compliance with the Federal Labor Standards Act of 1938, as amended. The Customer Agrees

1. THAT THE ABOVE TOTAL IS PAST DUE IF NOT PAID WITHIN 30 DAYS OF DATE OF THIS INVOICE
2. TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON ANY PAST DUE AMOUNT.
3. TO PAY COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY FEES, AFTER DEFAULT BY THE CUSTOMER


Oldcastle Infrastructure™

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 Orlando, FL 32824

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INVOICE

Page 1 of 3

Remit to:

 Oldcastle Infrastructure
 P O Box 402721
 Atlanta, GA 30384-2721

Site: JaxPresWay

SOLD TO:

 WILLIAMS INDUSTRIAL SERVICES
 100 CRESCENT CENTER PKWY
 STE 1240
 TUCKER, GA 30084 7063

SHIP TO:

 DEP SRF Harbor RD WRF Expansion ph2 (GCS)
 1277 HARBOR RD
 GREEN COVE SPRINGS, FL 32043 8729

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
374163476	9/8/2021	374005202	S135986	463000012027	FOB Job Site	1899 Transport Inc

Packing slip(s) ...: SP175901

Group: MH-13		MH-13							
Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$		
1.00	4'0" DIA X 2'0" Base 8" & 5" No Ext. Sanitary Special Rev Joint W/ 4' ID Invert Channel AND EW-1 INT./EXT.	1.00	0.00	0.00	1,395.00	0.00	1,395.00		
0.00	CORE 4'0" DIA X 2'0" Base 8" & 5" No Ext. Sanitary Special Rev Joint	0.00	0.00	0.00	0.00	0.00	0.00		
1.00	4'0" DIA X 2'0" Cone 5" wall 24" ECCENTRIC W/ EW-1 INT./EXT.	1.00	0.00	0.00	320.00	0.00	320.00		
1.00	Boot 406-12AWP-EX (JEA) w/ (2) I-180 clamp	1.00	0.00	0.00	50.00	0.00	50.00		
1.00	Boot 406-12CWP-EX-316 w/(2) I-128 clamp (JEA 6" DIP/PVC)	1.00	0.00	0.00	60.00	0.00	60.00		
0.33	9"Rubbernek X 50'/ROLL 4/bx	0.00	0.33	0.00	60.60	0.00	0.00		
8.00	1.5" Ram-Nek (20 pcs/box)	8.00	0.00	0.00	3.50	0.00	28.00		
2.00	EW-1 AQUAPXY (KIT) INT. (3) BLACK	2.00	0.00	0.00	40.00	0.00	80.00		
2.00	EW-1 AQUAPXY (KIT) EXT. (3) BLACK	2.00	0.00	0.00	40.00	0.00	80.00		
1.00	E SANITARY COVER ONLY	0.00	1.00	0.00	100.00	0.00	0.00		
1.00	170 RING ONLY	0.00	1.00	0.00	103.00	0.00	0.00		
Group Total:					2,172.10	0.00	2,013.00		
Group: MH-5		MH-5							
Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$		
1.00	4'0" DIA X 2'6" Base 8" & 5" No Ext. Sanitary Special Rev Joint W/ 4' ID Invert Channel AND EW-1 INT./EXT.	0.00	1.00	0.00	1,481.00	0.00	0.00		
0.00	CORE 4'0" DIA X 2'6" Base 8" & 5" No Ext. Sanitary Special Rev Joint	0.00	0.00	0.00	0.00	0.00	0.00		
1.00	4'0" DIA X 2'0" Riser 5" Rev Joint W/ EW-1 INT./EXT.	1.00	0.00	0.00	390.00	0.00	390.00		
1.00	4'0" DIA X 2'0" Cone 5" wall 24" ECCENTRIC W/ EW-1 INT./EXT.	1.00	0.00	0.00	320.00	0.00	320.00		
3.00	Boot 406-12AWP-EX (JEA) w/ (2) I-180 clamp	0.00	3.00	0.00	50.00	0.00	0.00		
0.67	9"Rubbernek X 50'/ROLL 4/bx	0.00	0.67	0.00	59.70	0.00	0.00		
16.00	1.5" Ram-Nek (20 pcs/box)	16.00	0.00	0.00	3.50	0.00	56.00		
3.00	EW-1 AQUAPXY (KIT) INT. (3) BLACK	2.00	1.00	0.00	40.00	0.00	80.00		
3.00	EW-1 AQUAPXY (KIT) EXT. (3) BLACK	2.00	1.00	0.00	40.00	0.00	80.00		
1.00	E SANITARY COVER ONLY	0.00	1.00	0.00	100.00	0.00	0.00		


Oldcastle Infrastructure™
 A CRH COMPANY

 690 W. Taft-Vineland Road
 Orlando, FL 32824

 Telephone: 407-855-7580
 Fax: 407-851-4829

INVOICE

Page 2 of 3

Remit to:

 Oldcastle Infrastructure
 P O Box 402721
 Atlanta, GA 30384-2721

Site: JaxPresWay

SOLD TO:

 WILLIAMS INDUSTRIAL SERVICES
 100 CRESCENT CENTER PKWY
 STE 1240
 TUCKER, GA 30084 7063

SHIP TO:

 DEP SRF Harbor RD WRF Expansion ph2 (GCS)
 1277 HARBOR RD
 GREEN COVE SPRINGS, FL 32043 8729

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
374163476	9/8/2021	374005202	S135986	463000012027	FOB Job Site	1899 Transport Inc

Packing slip(s) ...: SP175901

1.00	170 RING ONLY	0.00	1.00	0.00	103.00	0.00	0.00
Group Total:					2,587.20	0.00	926.00

Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	4'0" DIA X 3'0" Base 8" & 5" No Ext. Sanitary Special Rev Joint Precast 4' ID Invert Channel	1.00	0.00	0.00	1,360.00	0.00	1,360.00
0.00	CORE 4'0" DIA X 3'0" Base 8" & 5" No Ext. Sanitary Special Rev Joint	0.00	0.00	0.00	0.00	0.00	0.00
1.00	4'0" DIA X 2'0" Cone 5" wall 24" ECCENTRIC W/ EW-1 INT./EXT.	1.00	0.00	0.00	325.00	0.00	325.00
2.00	Boot 406-12AWP-EX (JEA) w/ (2) I-180 clamp	2.00	0.00	0.00	50.00	0.00	100.00
0.33	9" Rubbernek X 50'/ROLL 4/bx	0.00	0.33	0.00	60.60	0.00	0.00
8.00	1.5" Ram-Nek (20 pcs/box)	8.00	0.00	0.00	3.50	0.00	28.00
2.50	EW-1 AQUAPXY (KIT) INT. (3) BLACK	2.50	0.00	0.00	40.00	0.00	100.00
2.50	EW-1 AQUAPXY (KIT) EXT. (3) BLACK	2.50	0.00	0.00	40.00	0.00	100.00
1.00	E SANITARY COVER ONLY	0.00	1.00	0.00	100.00	0.00	0.00
1.00	170 RING ONLY	0.00	1.00	0.00	103.00	0.00	0.00
Group Total:					2,082.10	0.00	2,013.00

Order Qty	Description	Shipped	Remaining	Prev Inv	Unit Price	Prev Inv \$	Current Inv\$
1.00	4'0" DIA X 3'6" Base 8" & 5" No Ext. Sanitary Special Rev Joint W/ 4' ID Invert Channel AND EW-1 INT./EXT.	1.00	0.00	0.00	1,455.00	0.00	1,455.00
0.00	CORE 4'0" DIA X 3'6" Base 8" & 5" No Ext. Sanitary Special Rev Joint	0.00	0.00	0.00	0.00	0.00	0.00
1.00	4'0" DIA X 1'0" X 24" Cone 5" wall ECCENTRIC W/ EW-1 INT./EXT.	1.00	0.00	0.00	270.00	0.00	270.00
2.00	Boot 406-12AWP-EX (JEA) w/ (2) I-180 clamp	2.00	0.00	0.00	50.00	0.00	100.00
0.33	9" Rubbernek X 50'/ROLL 4/bx	0.00	0.33	0.00	60.60	0.00	0.00
8.00	1.5" Ram-Nek (20 pcs/box)	8.00	0.00	0.00	3.50	0.00	28.00
2.00	EW-1 AQUAPXY (KIT) INT. (3) BLACK	2.00	0.00	0.00	40.00	0.00	80.00
2.00	EW-1 AQUAPXY (KIT) EXT. (3) BLACK	2.00	0.00	0.00	40.00	0.00	80.00
1.00	E SANITARY COVER ONLY	0.00	1.00	0.00	100.00	0.00	0.00
1.00	170 RING ONLY	0.00	1.00	0.00	103.00	0.00	0.00
Group Total:					2,122.10	0.00	0.00


Oldcastle Infrastructure™
 A CRH COMPANY

 690 W. Taft-Vineland Road
 Orlando, FL 32824

 Telephone: 407-855-7580
 Fax.....: 407-851-4829

INVOICE

Page 3 of 3

Remit to:

 Oldcastle Infrastructure
 P O Box 402721
 Atlanta, GA 30384-2721

Site: JaxPresWay

SOLD TO:

 WILLIAMS INDUSTRIAL SERVICES
 100 CRESCENT CENTER PKWY
 STE 1240
 TUCKER, GA 30084 7063

SHIP TO:

 DEP SRF Harbor RD WRF Expansion ph2 (GCS)
 1277 HARBOR RD
 GREEN COVE SPRINGS, FL 32043 8729

Invoice No.	Date	Customer No.	Order No.	Customer PO	Delivery Terms	Mode of Delivery
374163476	9/8/2021	374005202	S135986	463000012027	FOB Job Site	1899 Transport Inc

Packing slip(s) ...: SP175901

Tax 417.90

 If you would prefer to receive your account information, such as invoices and/or statements via email or fax, please call
 (844) 211-1322 or email sscc@oldcastle.com
TOTAL AMOUNT DUE BY: 10/08/21
US
7,382.90

Minimum 10% handling charge on all returned goods. No goods to be returned without consent. Give as reference our invoice number and date. Claims for damages, back charges for labor, other expenses, will not be allowed unless authorized in writing by the seller. The articles and/or services covered by this invoice were produced in compliance with the Federal Labor Standards Act of 1938, as amended. The Customer Agrees

1. THAT THE ABOVE TOTAL IS PAST DUE IF NOT PAID WITHIN 30 DAYS OF DATE OF THIS INVOICE
2. TO PAY A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON ANY PAST DUE AMOUNT.
3. TO PAY COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY FEES, AFTER DEFAULT BY THE CUSTOMER




EJCDC Pay Applicaton #5

Final Audit Report

2021-09-28

Created:	2021-09-28
By:	Mikki Gathercole (msgathercole@wisgrp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHBmdxR2wUn3xMBFNUy_M-6g-BiP_WNwV

"EJCDC Pay Applicaton #5" History

-  Document created by Mikki Gathercole (msgathercole@wisgrp.com)
2021-09-28 - 2:57:01 PM GMT- IP address: 50.225.223.58
-  Document emailed to Alan Williams (acwilliams@wisgrp.com) for signature
2021-09-28 - 2:58:30 PM GMT
-  Email viewed by Alan Williams (acwilliams@wisgrp.com)
2021-09-28 - 2:59:09 PM GMT- IP address: 50.225.223.58
-  Document e-signed by Alan Williams (acwilliams@wisgrp.com)
Signature Date: 2021-09-28 - 2:59:33 PM GMT - Time Source: server- IP address: 50.225.223.58
-  Agreement completed.
2021-09-28 - 2:59:33 PM GMT

FMPA Monthly Report

October 2021

Rate Call

The average price of natural gas for the month was \$3.86. Daily natural gas prices have fluctuated in the \$4.25 - 5.60 range and natural gas pricing continues its upward trend. Prices are beginning to approach 2013 levels.

The peak for the month occurred on 18 August at 5 PM.

Natural gas accounted for 79% of the generation mix. Coal was 14% and nuclear was 4%. Solar generation was 1%.

The Vero Beach cost recovery account stands at \$3.8 million. This is \$8.6 million below the planned target.

Board of directors

The Board of Directors approved a modification to the official seal of the Agency, performance evaluations of the General Manager and CEO and General Counsel and CLO, year end budget modifications for the Agency's projects and clarifications to the risk management policy related to the investment policy.

Information items included the a review of the results of the St Lucie refinancing, regulatory compliance update, quarterly human resource update and an analysis of proposed federal climate change legislation (attached for your review).

Executive Committee

The Executive Committee approved a pause in funding of the Vero Beach rate protection account, upgrading the output of Cane Island 3 during the fall outage, year end budget modifications and clarifications to the risk management policy related to the investment policy.

Information items included a review of the mid-20's capacity and resource position (attached for your review), review of Keys transmission upgrades and cost and regulatory compliance update.

Starke has submitted a letter requesting to revoke its 2003 notification to withdraw from the annual automatic 30 year renewal ARP agreement. It's anticipated the Starke City Council will have formally approved this request so that it can be an information item on the November ARP agenda and an approval item on the December agenda.



BOD 9d – Analysis of Climate Change Proposed Legislation

Board of Directors
September 16, 2021

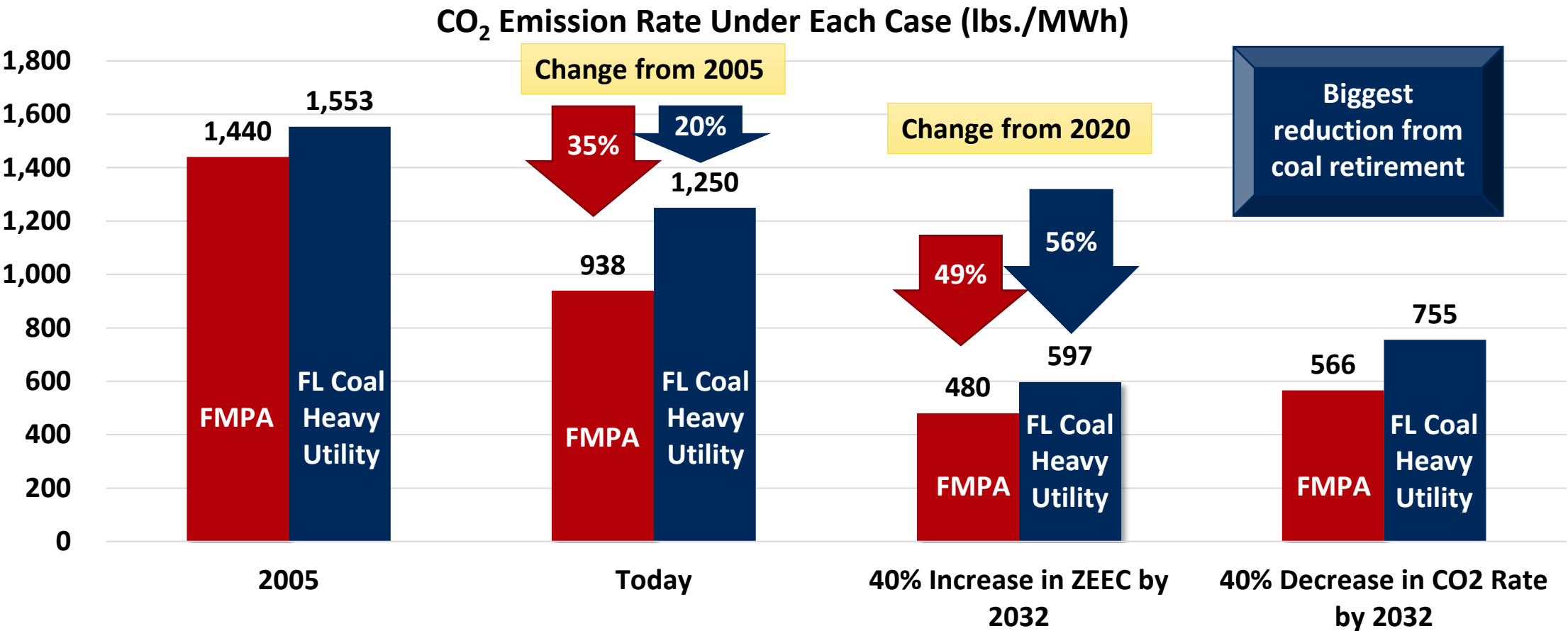
Climate Change Proposal in Budget Resolution

Extremely Aggressive and Costly Increase in Renewables over Next 10 Years

- Climate Change Budget Resolution proposal is a 40 percentage point increase in net-zero CO₂ resources to the generation mix in 10 years
- For FMPA, that means going from 5% net-zero resources today to 45% by 2032
- No credit for switching from coal to gas – must be to net-zero resource
- Such a proposal would raise costs by 70 – 100% above the expected costs by 2032 – tremendous demand for commodities and labor escalating costs
- Florida would have a near impossible task in next 10 years of adding:
 - ~50,000 MW of solar– equivalent to entire Florida generation today
 - ~20,000 MW of batteries to capture excess solar during non-summer for night use
- Land availability, use permitting and transmission siting would strain system in many ways – 500 square miles of solar sites need plus transmission to each

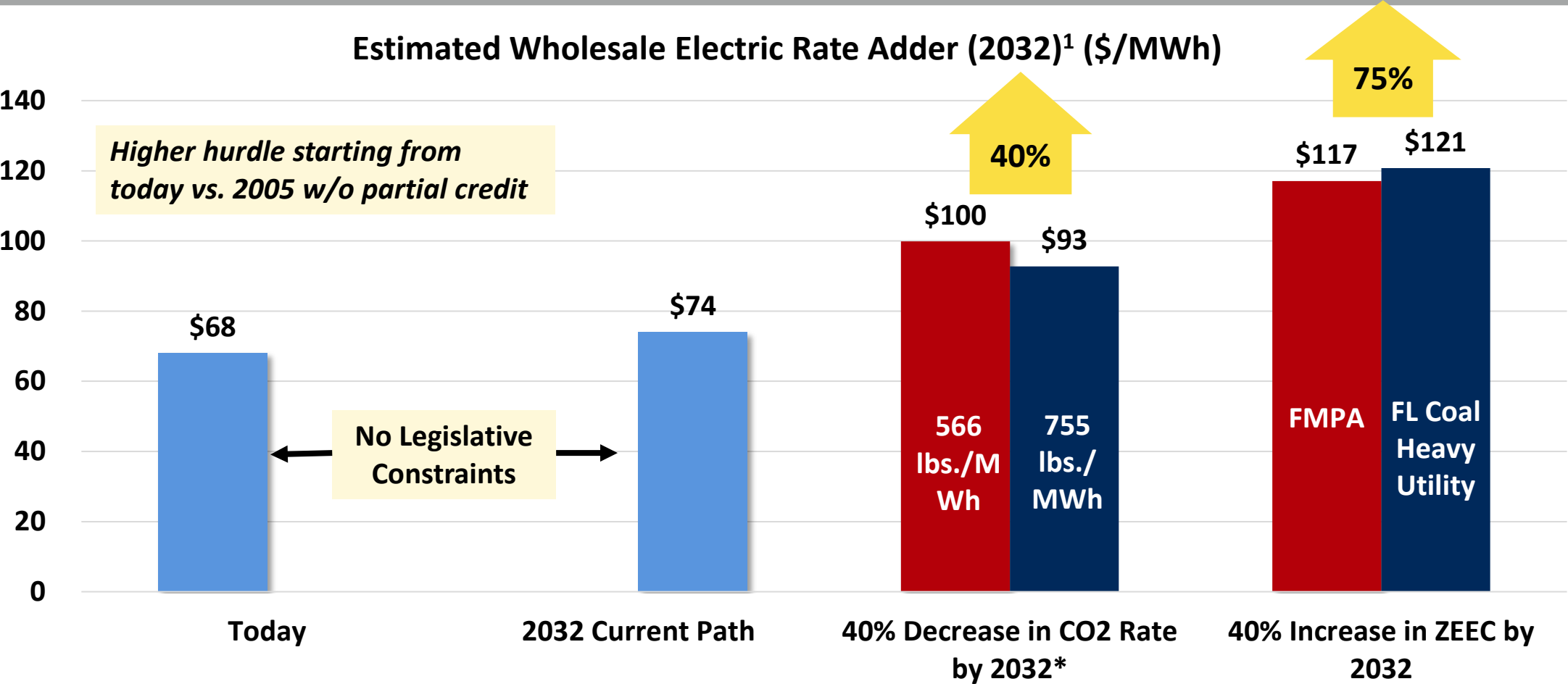
40% Increase On MWh Basis Means Lower CO₂ Rate

16 Pct. Point More Reduction Required for Coal Heavy Example



Less Price Pressure w/ CO₂ Rate Reduction Path

*ZEEC Increase Path Equals ~75% Rate Increase From Today**

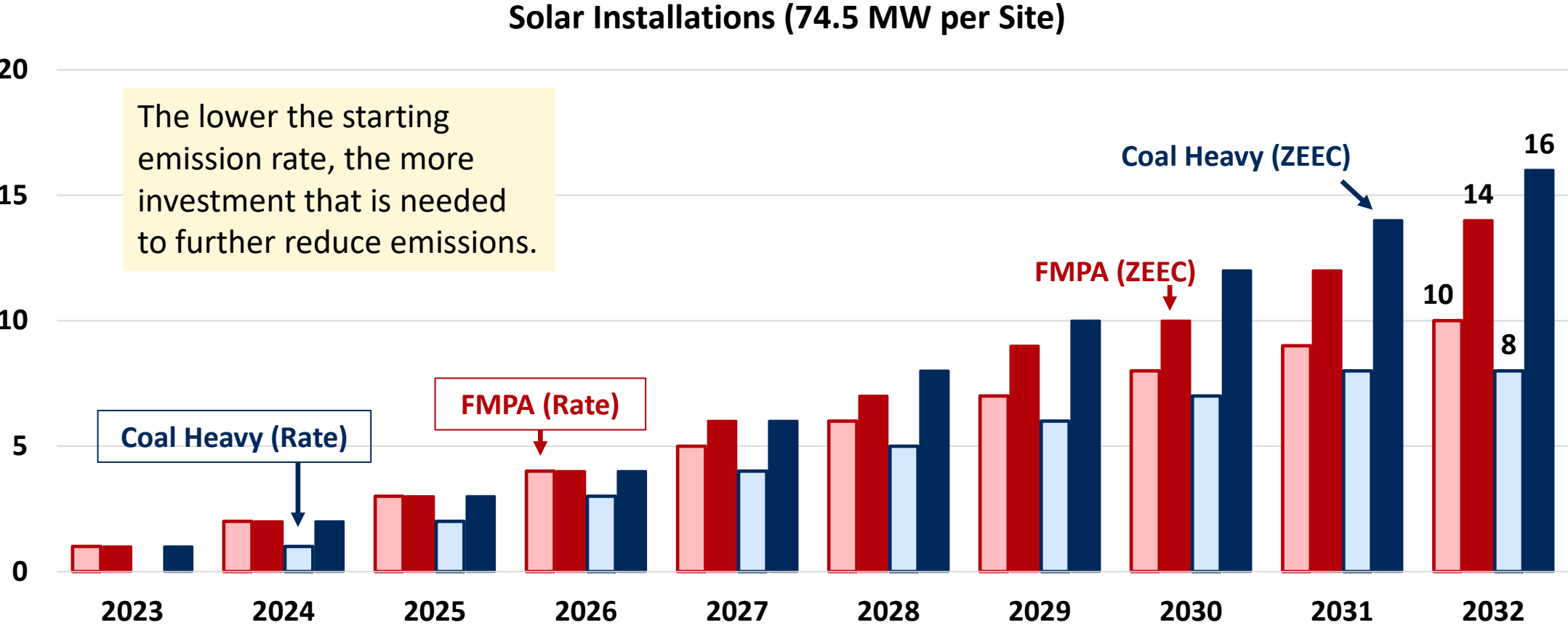


1 - All cases at 3% inflation, No ITC. ITC may help provide a small cost offset on amortized solar assets.

*Performance payments are included and offset ~\$2/MWh of investment in years received. Gas prices assumed to be reasonable (no escalation in gas prices due to gas shortages).

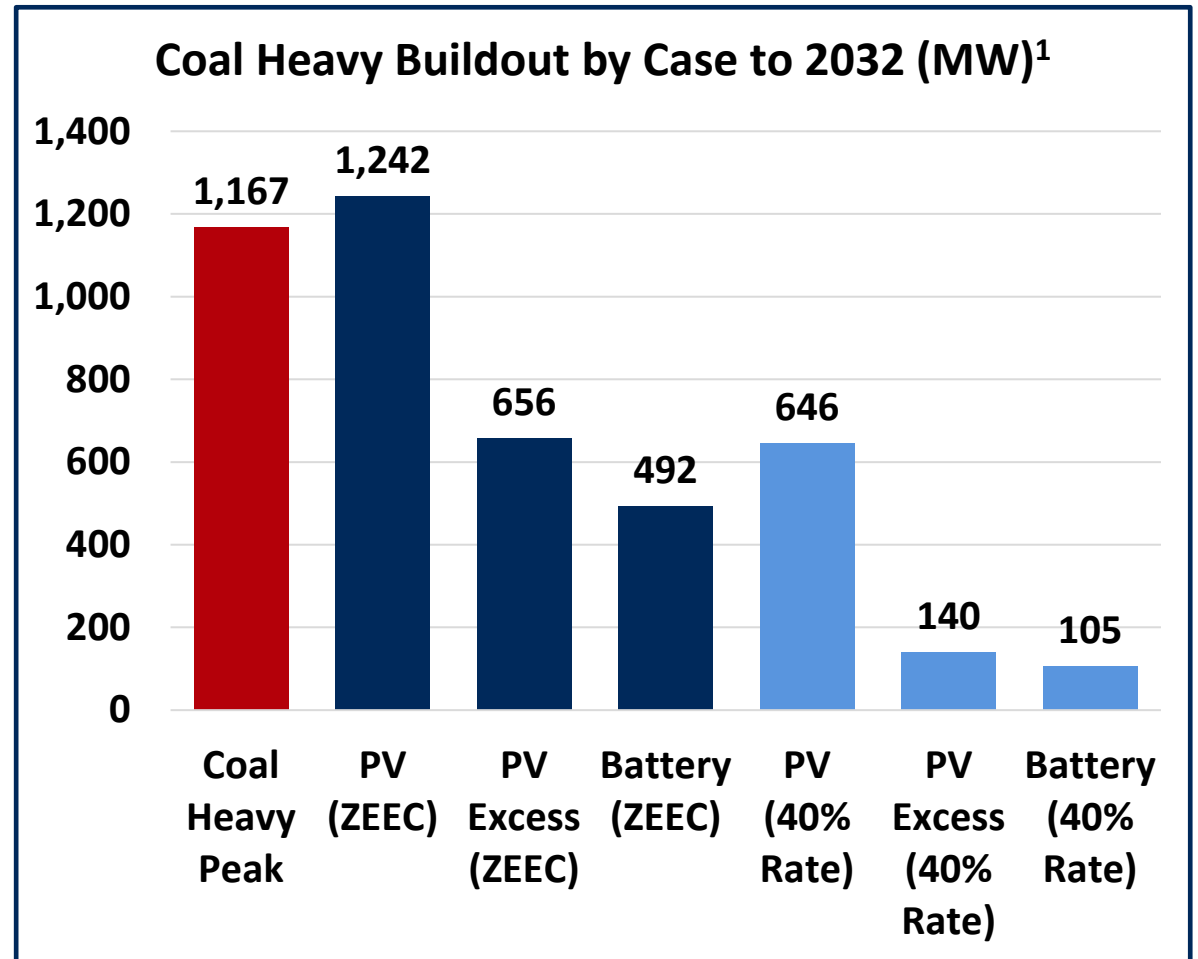
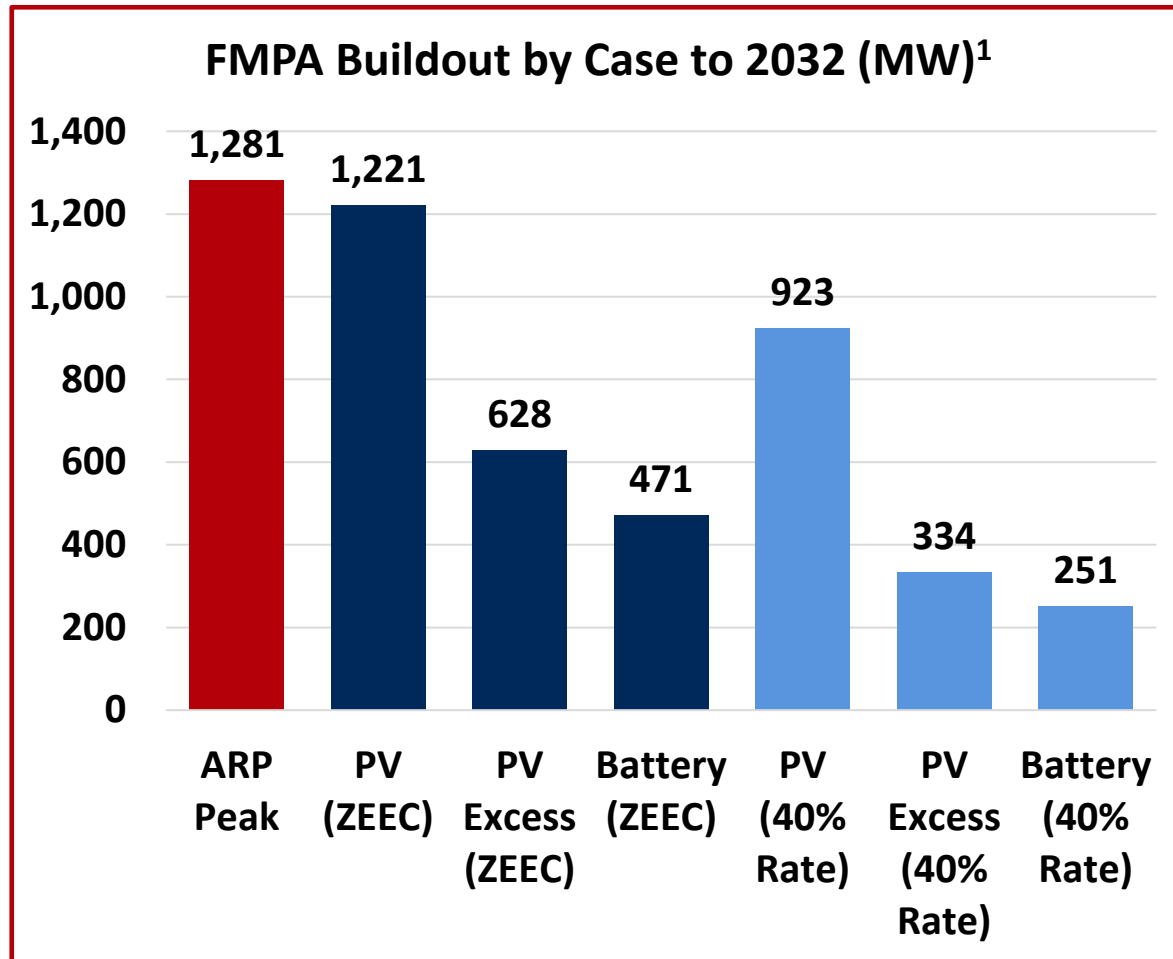
Massive and Continual Solar Buildout Required

16 Installations Required for Coal Heavy Utility Under ZEEC



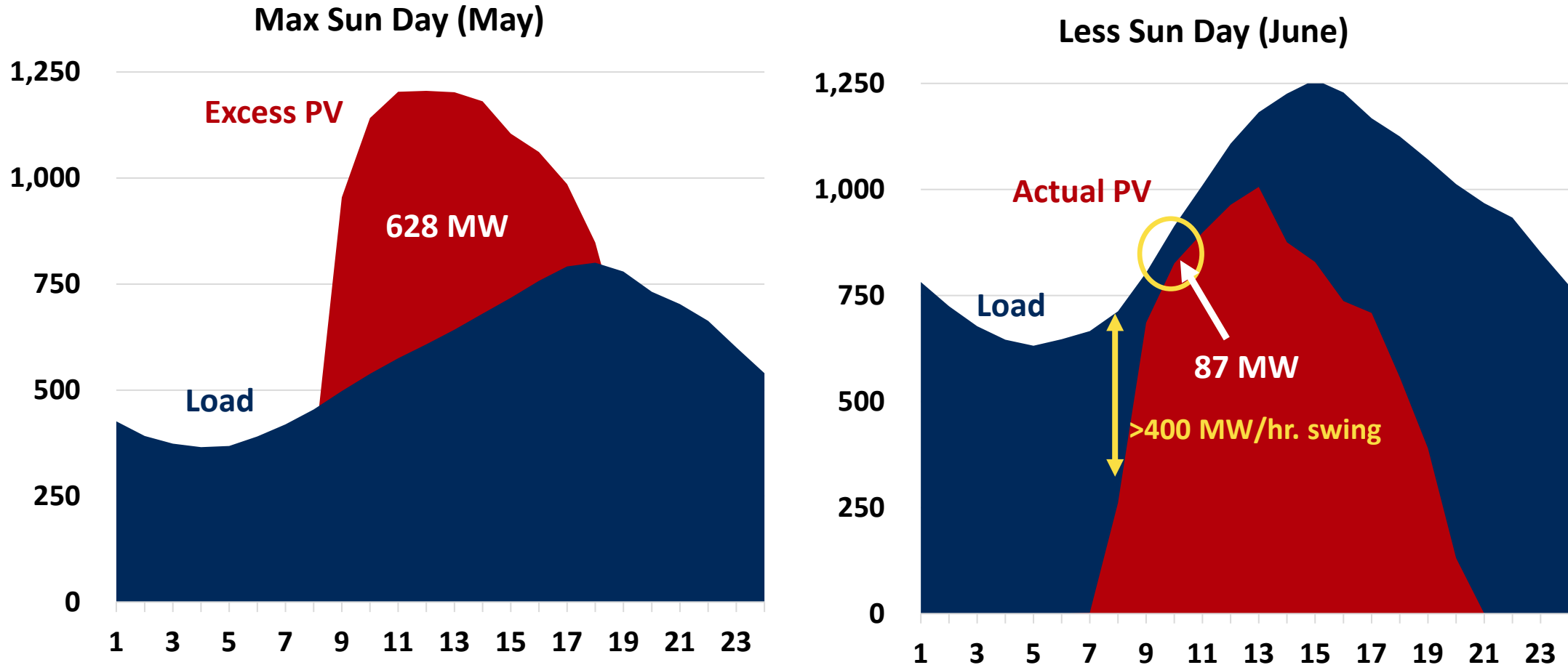
Renewable Capacity Exceeds Peak Load in ZEEC Case

Further Overbuild Required for Lower Starting Emission Rates



Storage to Capture PV Significant with ZEEC Approach

*PV Eclipses Load to Serve, Must Curtail or Store the Excess**

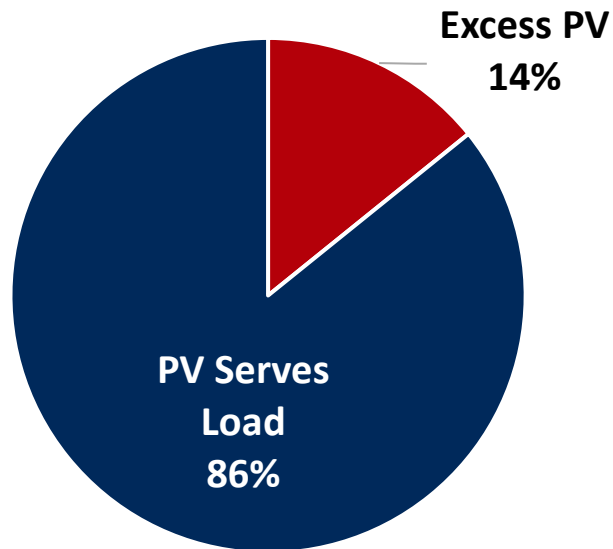


*Actual PV excess may be greater than shown as a function of avoiding cycling or turning off large baseload generators (e.g., nuclear).

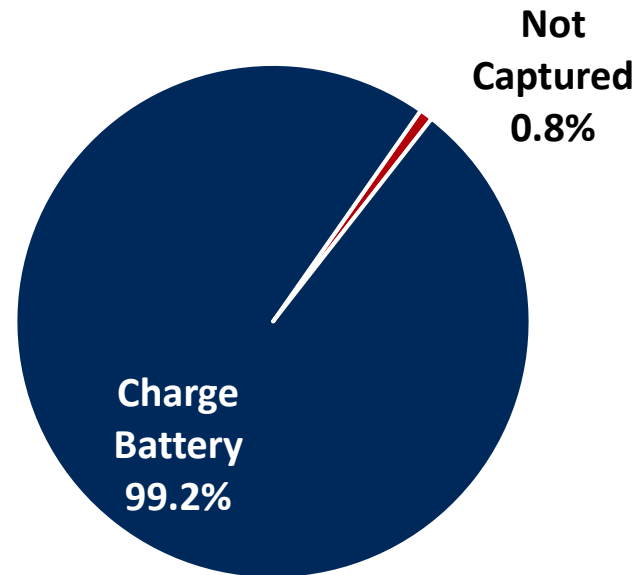
Storage is Best Current Solution to Capture Excess

Battery Capacity of 75% of PV Excess Peak Cover Most Excess¹

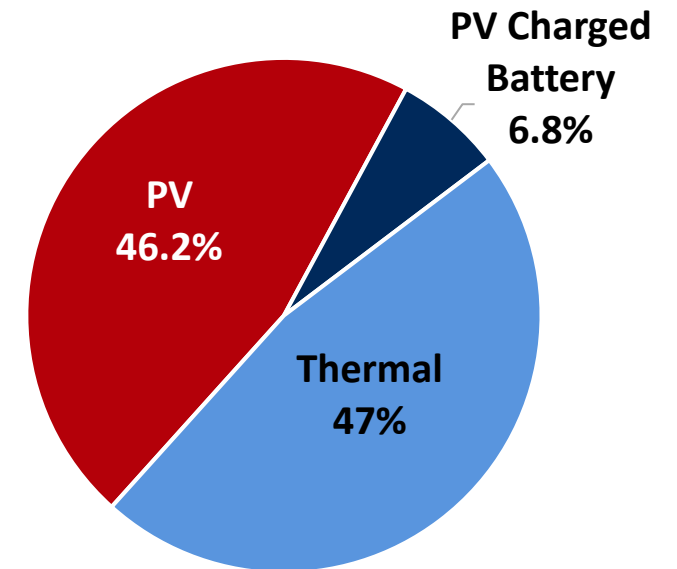
PV Utilization w/o Storage



Excess PV for Storage



Load Served by Source



1 - 471 MW, 8-hour battery with round trip efficiency of 90%, financed over 15 years was modeled. 40% Increase in ZEEC for FMPPA case is shown. Calculations assume that PV serving load displaces thermal generation.

Source: EIA Table 8.2 and Lazards levelized cost of storage version 60 vf (2020) and version 50 (2019)



9a – Mid 20s Capacity & Resource Position Update

Executive Committee

September 16, 2021

ARP's Capacity Needs Are Peaking in Nature

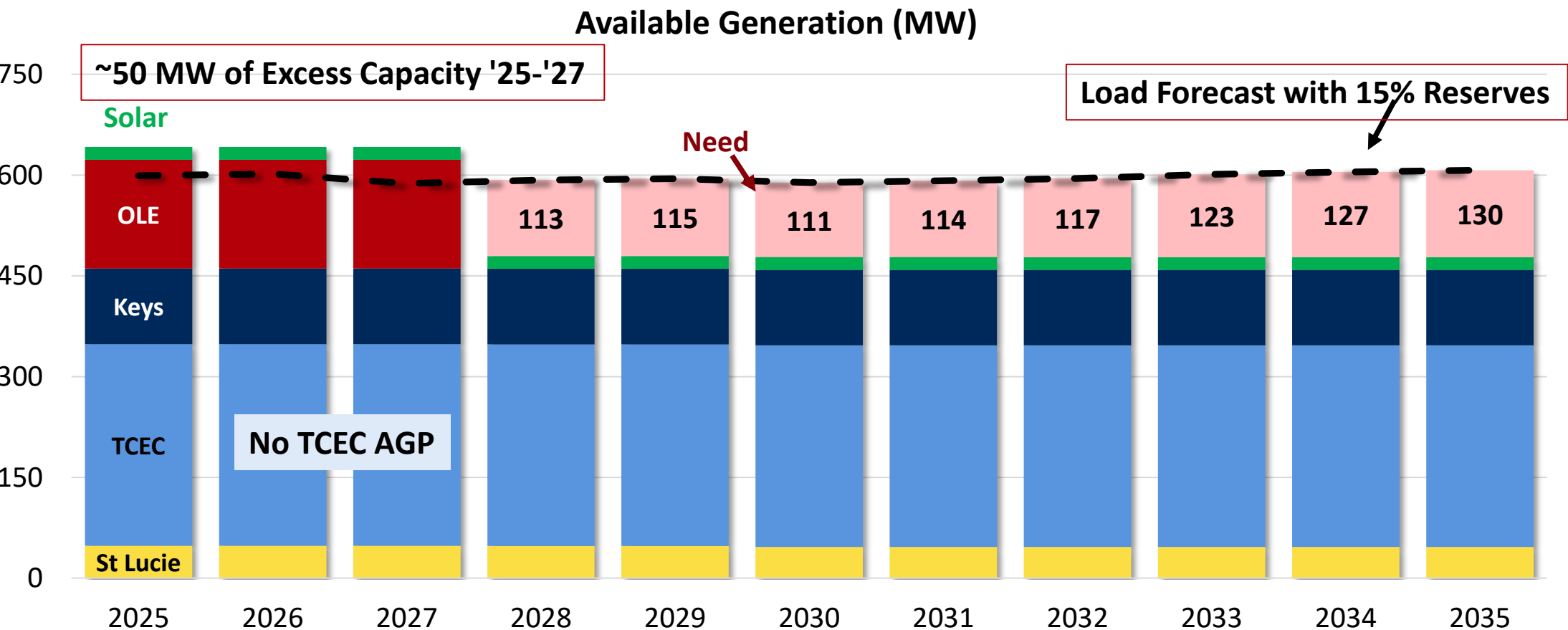
A Diverse Combination of Solutions May Provide the Best Value

- The ARP has regional needs for at least 80 MW of peaking capacity starting in 2025
- Options for filling needs
 - Upgrades at Cane Island and Treasure Coast
 - Demand management implementation
 - Third-party power purchases
 - Solar / battery additions
 - Existing merchant assets



East Summer Capacity Need ~110 MW Starting 2028

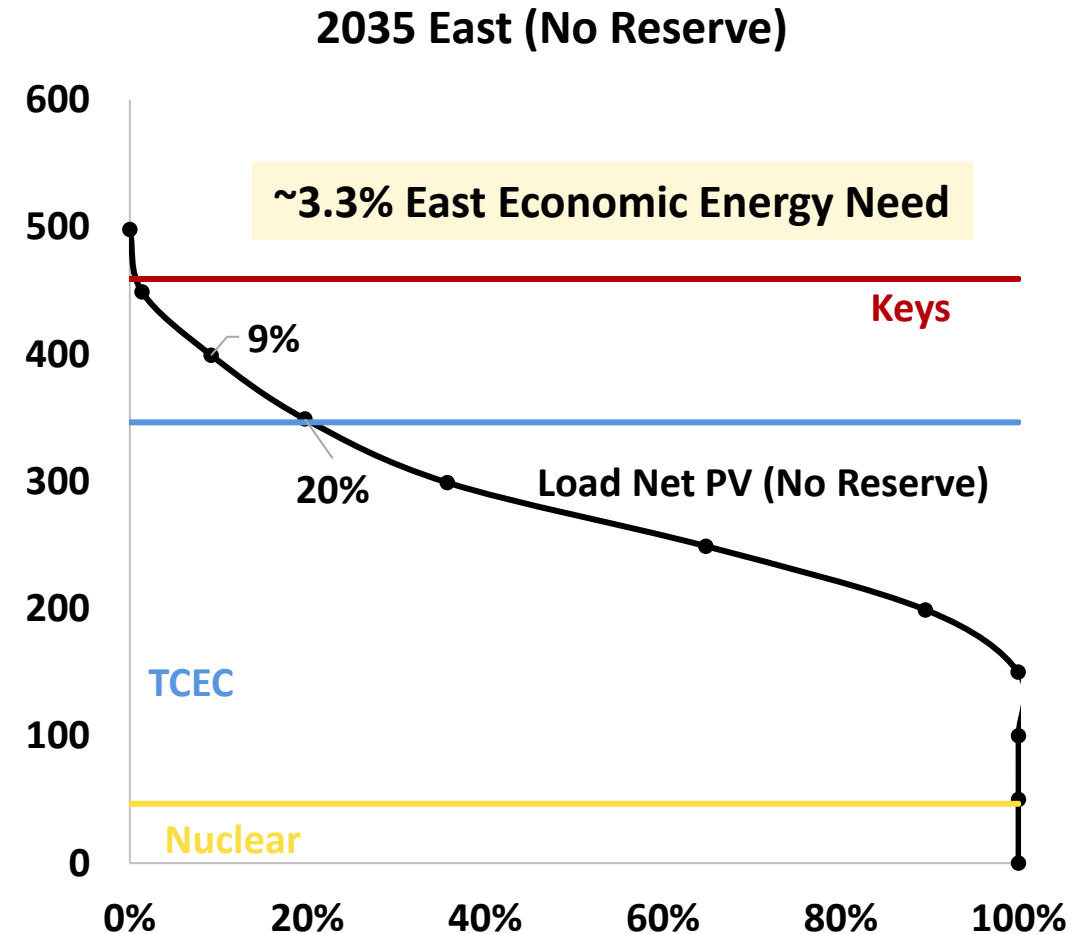
Loss of Stanton 1 and Oleander Create Need



East Energy Needs Minimal, Limited to Peaking

Reserve Capacity Typically Offset with Cheaper Energy

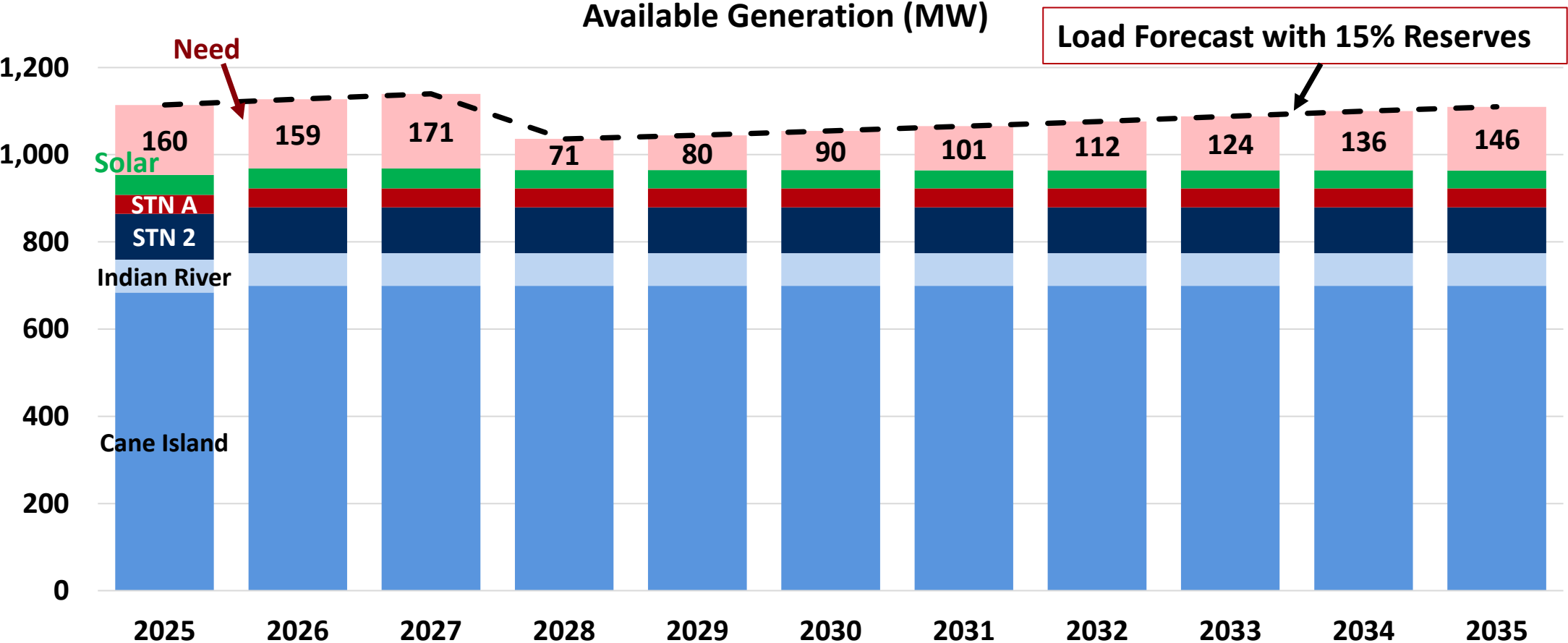
- St. Lucie share and Treasure Coast cover vast majority of East ARP cities' projected load
- Energy needs above that level minimal, can be replaced with economy from a range of sources
- Reserve capacity required to maintain planning margin
- East requires load following solution to comply with FPL transmission



Note: Summer capacities shown

West/KUA Summer Capacity Need ~150 MW in 2025

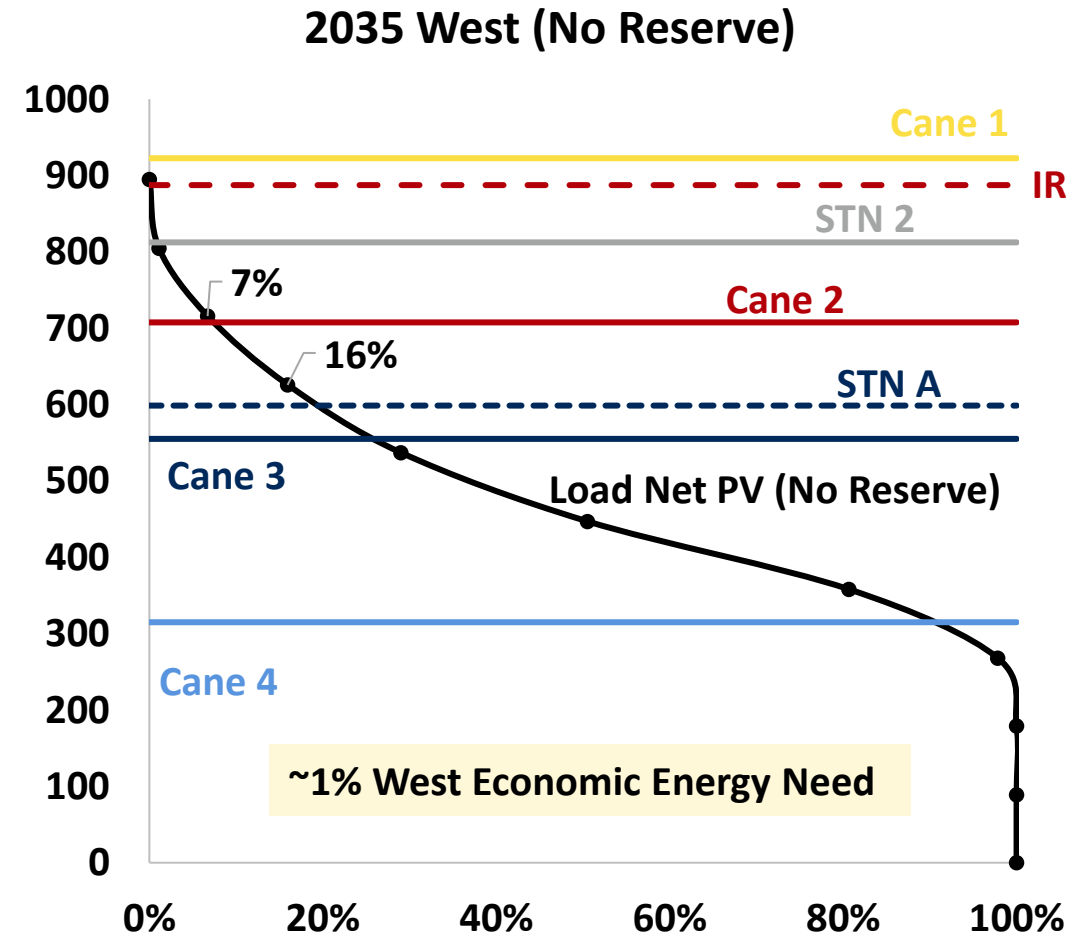
Loss of Stanton 1 Creates Partial Need



West Energy Needs Minimal, Limited to Peaking

Reserve Capacity Typically Offset with Cheaper Energy

- Workhorse Cane Island resources provide strong baseload position
- Stanton A has flexibility to move between regions using OUC transmission
- Indian River, Stanton 2 and Cane 1 serve as peaking
- Need is effectively reserve capacity needed to maintain planning margin



Note: Includes any sale obligations during each period. Summer capacities shown.

Investigating Internal Solutions Cost Effectiveness

Member Driven Solutions Need Further Exploration

Upgrades (~78 MW Estimated)

- Cane Island or TCEC, likely will not fill entire need
- May require more gas transportation capacity, evaluations underway

Solar + Storage Solution

- Customer interest and emissions reductions drivers
- Working with FMPA members to determine interest

Demand Management

- Requires Phase I survey of members' resources (ongoing)
- FMPA is currently analyzing the potential magnitude

External Solutions Also Being Evaluated

Required Flexibility May Come From External Resources

Power Purchase Agreements

- Defers significant investment in highly uncertain regulatory time
- Staff will bring back evaluation results of recent capacity RFP

Acquisition of Additional Assets

- Reduced market exposure in terms of future capacity price increases
- Staff is investigating and gathering data for various potential opportunities

East Region Requires a "Bandwidth" Solution

Stanton Resource Retirement Forces Decision

ARP East resources needed to load follow with Stanton 1 Retirement

Stanton PPA Solution

- PPA w/ OUC for load balancing product pointed to FPL
- Designated asset would have to be an efficient generator

Treasure Coast Modification

- Not configured to load follow on the East
- Would require additional investment to make a viable option

FPL PPA

- A specific load following product is required
- Could be a flexible and cost-effective solution

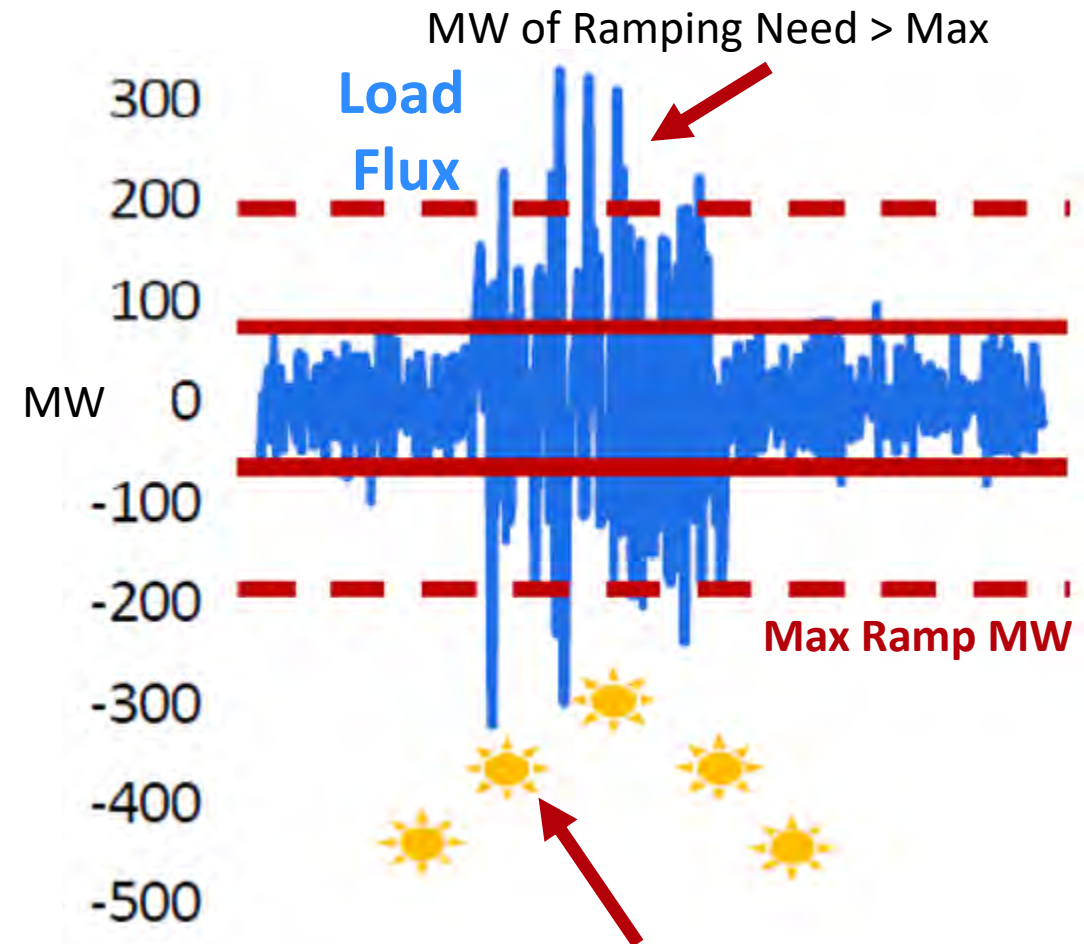
Balancing Authority Change

- Take East load and put into the FPL balancing authority
- Would require further investigation

Pool Needs Evolving Due to Renewable Objectives

FMPPA's Solving Stand Alone, But Considering Other Value Drivers

- Today FMPP is heavy baseload units
- Significant additions of solar will drive a need for:
 - Quick start
 - Quick ramp
 - Backup fuel capabilities
- Locational diversity will also bring value by dispersing PV fluctuation



Staff Evaluating and Seeking Best Value for ARP

Analysis of All Options Ongoing in Parallel

- Staff continuing to survey member potential for demand management
- Continued monitoring of potential legislation and emission policy with impact on costs and tax incentives
- GE final quotes on upgrades due by end-of-month and internal balance of plant impacts and costs being evaluated
- Staff seeking member interest over next six months in next solar project with 2025 in-service date
- Discussions with third-parties ongoing as a result of capacity RFP with potential action by December



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Planning & Zoning Commission **MEETING DATE:** September 28, 2021
FROM: Michael Daniels, AICP, Planning & Zoning Director
SUBJECT: Potential Development Moratorium Discussion

BACKGROUND

Pursuant to the discussion at the Joint Planning Commission / City Council Meeting on Thursday, August 26th, Council and Planning Commissioners expressed concerns regarding existing uses that are currently allowed predominantly in the Central Business District.

As a result, staff was directed to research temporary development moratoriums for discussion purposes. Staff prepared research to take before City Council on September 21, 2021 for further direction. City Council voted 4-1 in favor of presenting the research to the Planning & Zoning Commission.

Staff has provided examples of development moratoriums from the City of Edgewood and Hillsborough County for Council review. Staff has also provided the current allowed use chart within the Central Business District and Gateway Corridor Districts identifying permitted uses and special exceptions that could be considered for temporary prohibition while the city is in the process of updating the Comprehensive Plan and Downtown Master Plan.

At the Planning and Zoning Commission on September 28th, the Board expressed concern about improving the look and feel of the downtown area and the US 17 Corridor. They don't want to see new development that will detract from the downtown area but at the same time they were not in favor of a moratorium which could create a negative perception of the City as not being business friendly. The Board conveyed the message for the City to move forward with the Comprehensive Plan, US 17 Corridor Plan and Downtown Master Plan and in the interim for staff to work with the development community to ensure that new development will not detract or be in conflict with the draft objectives of the updated future land use element of the comprehensive plan discussed during the joint city council /planning commission meeting in August and conveyed in the draft goals, objectives and policies of the updated Future Land Use element of the Comprehensive Plan.

FISCAL IMPACT

Potential for a temporary loss of development fees and ad valorem revenue.

RECOMMENDATION

This item is for discussion purposes only. Staff is requesting further direction on this issue.

ORDINANCE NO. 2017-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF EDGEWOOD ON ACCEPTANCE, REVIEW, PROCESSING, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT, BUILDING PERMITS, SITE PLANS, ZONING APPROVALS, SPECIAL EXCEPTIONS, AND DEVELOPMENT ORDERS THAT WOULD ALLOW NEW DEVELOPMENT OR CHANGE OF EXISTING USES TO ANY OF THE FOLLOWING USES ON PROPERTIES WHICH ARE BOTH LOCATED WITHIN THE C-1, C-2 OR C-3 ZONING DISTRICTS AND ADJACENT TO ORANGE AVENUE, HOFFNER AVENUE, GATLIN AVENUE, HANSEL AVENUE, OR HOLDEN AVENUE: PUBLISHING PLANTS, SKATING RINKS, FROZEN FOOD LOCKERS, AMUSEMENT AND RECREATIONAL FACILITIES IN WHICH THE AMUSEMENT AND RECREATIONAL ACTIVITIES DO NOT OCUR WITHIN A FULLY ENCLOSED STRUCTURE (INCLUDING MINIATURE GOLF COURSES, GO-CART TRACKS, GOLF DRIVING RANGES, BASEBALL BATting RANGES AND TRAMPOLINE CENTERS), MECHANICAL GARAGES, HEATING AND AIR CONDITIONING SALES AND SERVICE, WHOLESALE BAKERIES, SOFT DRINK BOTTLING, PRODUCTS TESTING (MATERIALS, EQUIPMENT, OR PRODUCTS), MACHINE SHOPS, MANUFACTURING, STORAGE AND WHOLESALE DISTRIBUTION WAREHOUSES, TRADE SHOPS (EXCEPT FOR CABINET MAKERS AND UPHOLSTERING), TIN SMITHS, RUG AND CARPET CLEANING, MATTRESS RENOVATIONS, ELECTRICAL SHOPS, ROOFING SHOPS, PLUMBING SHOPS, CAR WASHES, CONFECTIONARY MANUFACTURE, FURNITURE STRIPPING, GARMENT MANUFACTURING, VEHICULAR BODY AND PAINTING SHOPS, BUS REPAIR, CAB REPAIR, LIGHT TRUCK REPAIR, MEAT PROCESSING (INCLUDING STORAGE, CUTTING, AND DISTRIBUTION), WHOLESALE PRODUCTS DISTRIBUTION, WHOLESALE COMMERCIAL ESTABLISHMENTS THAT OCCUPY MORE THAN 50,000 SQUARE FEET, MACHINERY SALES, MACHINERY RENTAL, MACHINERY STORAGE, OUTDOOR STORAGE OF MERCHANDISE, OUTDOOR STORAGE OF PARTS OR OTHER EQUIPMENT, BUILDING MATERIAL STORAGE, CONTRACTORS' STORAGE AND EQUIPMENT YARDS (INCLUDING WELL DRILLING EQUIPMENT AND LAND CLEARING EQUIPMENT), MINI WAREHOUSES, MILK BOTTLING AND DISTRIBUTION PLANTS, ICE CREAM MANUFACTURING, CITRUS PROCESSING, WELDING SHOPS, COIN LAUNDRIES, THRIFT STORES, OPEN AIR FLEA MARKETS, AUCTIONS, RADIO BROADCASTING AND TELECASTING STATIONS STUDIOS AND OFFICES, NEW OR USED CAR OR BOAT SALES, ADOPTING FINDINGS OF FACT; DIRECTING STAFF TO

STUDY AND DEVELOP LAND DEVELOPMENT CODE PROVISIONS AND OTHER RECOMMENDATIONS RELATED TO THE C-2 AND C-3 ZONING DISTRICTS; PROVIDING FOR EXPIRATION AND EXTENSION OF THE MORATORIUM; PROVIDING STANDARDS FOR RELIEF FROM THE APPLICATION OF THE MORATORIUM; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, and Section 166.021, Florida Statutes, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City is engaged in the process of examining the future development and redevelopment of the Orange Avenue corridor; and

WHEREAS, the C-1, C-2 and C-3 zoning districts may contain certain permitted and special exception uses that are not consistent with the City and community's vision for future development and redevelopment along the Orange Avenue corridor; and

WHEREAS, the C-1, C-2 and C-3 zoning districts contain several permitted and special exception uses that are more industrial in character than the commercial intent of the existing zoning districts; and

WHEREAS, the City may consider adopting a new zoning district tailored to the Orange Avenue Corridor and the City and community's vision for future development and redevelopment; and

WHEREAS, the City Council finds and determines that during the period in which the City examines the most appropriate uses and considers further action related to the Orange Avenue corridor, it is appropriate and necessary to enact a temporary moratorium to ensure that no additional properties be converted to uses or activities that may be inconsistent with future zoning activities; and

WHEREAS, This Ordinance is adopted in good faith, is not discriminatory against any property owner along the Orange Avenue Corridor, is of limited duration, and is appropriate to the development of the amendments of the City's Zoning Code; and

WHEREAS, the City Council finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Edgewood.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF EDGEWOOD, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and fully incorporated herein by reference as legislative findings of the City Council of the City of Edgewood.

SECTION 2. TEMPORARY MORATORIUM. Beginning on the effective date of this ordinance and continuing for a period of 180 days a moratorium is hereby imposed upon the accepting, review, processing or approval of applications for development activities, including building permits, site plans, zoning approvals, special exceptions and development orders that would allow new development or change of uses to any of the uses described below. This moratorium shall only be applicable to properties that are both located within the C-1, C-2 or C-3 zoning district and located adjacent to Orange Avenue, Hoffner Avenue, Gatlin Avenue, Hansel Avenue or Holden Avenue. The uses to which this moratorium shall apply are as follows:

- publishing plants;
- skating rinks;
- frozen food lockers;
- amusement and recreational facilities such as, but not limited to, miniature golf courses, go cart tracks, golf driving ranges, baseball batting ranges and trampoline centers, where such amusement and recreational activities do not occur within a fully enclosed building;
- mechanical garages
- heating and air conditioning sales and service facilities;
- wholesale bakeries;
- soft drink bottling;
- testing of materials, equipment, and products;
- machine shops;
- manufacture of scientific, electrical, optical and precision instruments or equipment;
- manufacture of novelties and souvenirs;
- storage and wholesale distribution warehouses;
- trade shops (other than cabinet makers and upholsterers), tinsmiths, rug and carpet cleaning facilities, mattress renovation facilities, and electrical, roofing, plumbing, or welding shops;
- car washes;
- confectionary manufacturing facilities;
- furniture stripping;
- garment manufacturing;
- milk bottling and distribution plants;
- ice cream manufacturing facilities;
- citrus processing facilities;
- welding shops;
- miniwarehouses;
- open-air flea markets;
- auctions;
- radio broadcasting and telecasting stations, studios, and offices;
- bus, cab, and light truck repair;
- meat storage, cutting, and distribution facilities;
- wholesale products distribution;
- wholesale commercial establishments occupying more than 50,000 square feet;
- machinery sales, rental, and storage lots;
- outdoor storage of merchandise, parts or other equipment except as allowed by City of

Edgewood Code of Ordinances, Section 134-376 (11) or Section 134-406(12);
 building material storage and sales lots;
 contractors' storage and equipment yards, including well drilling equipment and land clearing equipment;
 coin laundries;
 thrift stores selling donated merchandise;

SECTION 3. APPLICABILITY AND EXCEPTION RELATED TO EXISTING USES. Nothing herein shall be interpreted to cause a suspension or termination of a use identified in Section 2 which is lawfully existing as of the effective date of this Ordinance. Building permits shall be processed for properties upon which a use identified in Section 2 exists as of the date of this Ordinance for any work which does not increase the space utilized upon said property for a use identified in Section 2. Additionally, any property upon which a use identified in Section 2 lawfully exists as of the effective date of this Ordinance shall be allowed to change such use to any other use identified in Section 2 which is permitted by the current zoning for said property provided that such change of use does not increase the space utilized upon said property for a use identified in Section 2 or require special exception approvals.

SECTION 4. EXPIRATION OF THE TEMPORARY MORATORIUM. The temporary moratorium imposed by Section 2 of this Ordinance shall expire 180 days from the effective date of this ordinance, upon the effective date of an ordinance applying a new zoning district to properties subject to this moratorium, or upon the majority vote of the City Council, whichever occurs earliest. If the City requires additional time to complete the enactment of amending zoning regulations applicable to the property subject to this moratorium, the City Council may consider extending the moratorium through a subsequent ordinance providing the justification for the extension.

SECTION 5. RECOMMENDATIONS FOR LAND DEVELOPMENT CODE. City Staff is hereby directed to continue to examine the current land use regulations and make recommendations to the City Council and Planning and Zoning Commission related to updating the land use regulations applicable to properties located along the Orange Avenue Corridor and to make recommendations for any amendments to the land use regulations applicable to said properties within a reasonable time before the expiration of this moratorium.

SECTION 6. ADMINISTRATIVE RELIEF PROCEDURE.

(a) The City Council may authorize exceptions to the moratorium imposed by this Ordinance when it finds, based upon substantial competent evidence presented to it, that deferral of action on an application for permit, development order, or other official action of the City for the duration of the moratorium would impose an extraordinary hardship on a landowner or petitioner.

(b) A request for an exception based upon extraordinary hardship shall be filed with the City Clerk, including a non-refundable fee of \$350.00 by the owner/petitioner, or the petitioner with the consent of the owner/petitioner, to cover processing and advertising costs, and

shall include a recitation of the specific facts that are alleged to support the claim of extraordinary hardship.

(c) A public hearing on any request for an exception for extraordinary hardship shall be held by the City Council at the first regular meeting of the City Council that occurs after the expiration of the period for publication of notice of the request for an exception.

(d) Notice of filing of a request for an exception, and the date, time, and place of the hearing thereon shall be published once at least 7 days prior to the hearing in a newspaper of general circulation within the city limits of the City of Edgewood, Florida.

(e) In reviewing an application for an exception based upon a claim of extraordinary hardship, the City Council shall consider, at a minimum, the following criteria:

- (1) The extent to which the applicant has, prior to the effective date of this Ordinance, received a permit or approval to conduct a use subject to this moratorium.
- (2) The extent to which the applicant has, prior to the effective date of this Ordinance, made a substantial expenditure of money or resources in reliance upon a permits or approvals of the City of Edgewood directly associated with a use subject to this moratorium.
- (3) Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable investment backed expectation on the real property that is affected by this Ordinance.

(f) At a minimum, the City Council shall consider the following non-exclusive factors under the criteria set forth in subsection (e) above:

- (1) The history of the property;
- (2) The history of the commercial, business or any use on the property; and
- (3) The location of the property.

(g) At the conclusion of the Public Hearing and after reviewing the evidence and testimony placed before it, the City Council shall act upon the request either to approve, deny, or approve in part and deny in part the request made by the applicant.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such

unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 8. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

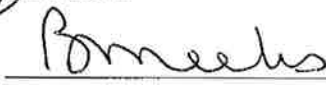
PASSED ON FIRST READING THIS 18th DAY OF JULY, 2017.

PASSED AND ADOPTED THIS 15th DAY OF AUGUST, 2017.

CITY OF EDGEWOOD, FLORIDA
CITY COUNCIL


John Dowless, Council President

ATTEST:


Bea Meeks, City Clerk

Orlando Sentinel Display Ad: July 6, 2017 and August 10, 2017


 Meeting Date 12/4/2019
☐ Consent Section

☐ Regular Section

☒ Public Hearing

Subject: Final public hearing to approve an Ordinance providing for a 270 day moratorium on the acceptance and processing of new applications for rezonings and Planned Development zoning modifications within a portion of the Residential Planned-2 ("RP-2") Future Land Use Category

Department Name: County Attorney's Office

Contact Person: Johanna Lundgren

Contact Phone: 272-5670

Sign-Off Approvals

Susan Fernandez 11/14/2019

Managing County Attorney Date

Christine Beck 11/15/2019

County Attorney Date

Kevin Brickey 11/15/2019

Management and Budget – Approved Date
as to Financial Impact Accuracy

Joint Department Director Date

Johanna Lundgren 11/14/2019

Assistant County Attorney Date

Staff's Recommended Board Motion:

Hold a final public hearing and consider adoption of an Ordinance providing for a 270 day moratorium on the acceptance and processing of new applications for rezonings and Planned Development zoning modifications within a portion of the Residential Planned-2 ("RP-2") Future Land Use Category that would increase the number of allowable residential units or non-residential square footage and/or reduce required buffers, unless the reduction is to provide for connectivity to adjacent property or rights-of-way.

Financial Impact Statement:

This action does not increase or decrease any County Department budgets in any year.

Background:

On September 10, 2019, the Board of County Commissioners directed the study and preparation of amendments to the Residential Planned-2 ("RP-2") Future Land Use Category and Part 5.04.00 of the Land Development Code. On October 2, 2019, the Board directed the advertisement and scheduling of public hearings for the adoption of an ordinance providing for a 270 day moratorium on the acceptance and processing of new applications for rezonings and Planned Development zoning modifications within the Residential Planned-2 ("RP-2") Future Land Use Category that would increase the number of allowable residential units or non-residential square footage and/or reduce required buffers, unless the reduction is to provide for connectivity to adjacent property or rights-of-way.

During the November 4, 2019 public hearing on the proposed moratorium, the Board of County Commissioners voted to reduce the effective area of the moratorium to those portions of the Residential Planned-2 ("RP-2") Future Land Use Category that are located within the Balm and Sun City Center Community Plan areas.

12/4/2019
JML
FINAL

ORDINANCE NO. 19- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, DECLARING ZONING IN PROGRESS AND IMPOSING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS FOR REZONINGS AND PLANNED DEVELOPMENT ZONING MODIFICATIONS WITHIN PORTIONS OF THE RESIDENTIAL PLANNED-2 ("RP-2") FUTURE LAND USE DESIGNATION OF THE FUTURE OF HILLSBOROUGH COMPREHENSIVE PLAN, FOR A PERIOD OF 270 DAYS FOLLOWING THE EFFECTIVE DATE OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article 8 of the Florida Constitution and Section 125.66, Florida Statutes, Hillsborough County possesses the police power to enact ordinances in order to protect the health, safety, and welfare of the County's citizens; and

WHEREAS, the Hillsborough County Board of County Commissioners determines that it is in the best interest of its residents, businesses and visitors to enact sufficient zoning regulations to ensure their health, safety and welfare; and

WHEREAS, on September 10, 2019, the Hillsborough County Board of County Commissioners directed the Planning Commission and Development Services Department staff to begin the study and preparation of amendments to the Residential Planned-2 ("RP-2") category of the Future Land Use Element of the Future of Hillsborough Comprehensive Plan and implementing regulations in the Land Development Code; and

WHEREAS, the Board of County Commissioners desires to preserve the status quo during this period by enactment of a temporary moratorium on the acceptance and processing of new applications for rezonings and Planned Development zoning modifications within those portions

WHEREAS, in accordance with Section 125.66 (4), Florida Statutes, the Board of County Commissioners has conducted two (2) duly noticed public hearings regarding the adoption of this ordinance; and

WHEREAS, the adoption of this ordinance will further the health, safety and welfare of the citizens of Hillsborough County.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA:

SECTION 1: Recitals. The aforementioned recitations contained herein are true and correct, but are not required to be incorporated into the Hillsborough County Code of Ordinances.

SECTION 2: Purpose. The purpose of this ordinance is to preserve the status quo and enable sufficient time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the Future Land Use Element of the Future of Hillsborough Comprehensive Plan and the Hillsborough County Land Development Code, including the Residential Planned ("RP-2") Future Land Use Category and Part 5.04.00 of the Land Development Code. During this 270 day time period, the County will not accept and process new applications for rezonings and Planned Development zoning modifications within the Residential Planned-2 ("RP-2") Future Land Use Category that are located within the Balm and Sun City Center Community Plan areas that would increase the number of allowable residential units or non-residential square footage and/or reduce required buffers, unless the reduction is to provide for connectivity to adjacent property or rights-of-way. It is not the purpose of this ordinance to permanently deny development orders and permits for other uses that are permitted by right and that otherwise comply with all applicable codes, ordinances, regulations and policies.

the County that an applicant for a permit has failed to disclose such intention, the County shall be authorized to enforce this ordinance by the methods set forth in Section 8.

SECTION 6: Process for Extension. The moratorium period established by this ordinance may be extended for up to an additional 270 days, upon approval by the Board of County Commissioners of the extension by ordinance following an advertised public hearing pursuant to Section 125.66(2)(a), Florida Statutes.

SECTION 7: Applicability. This ordinance shall be applicable in the unincorporated areas of Hillsborough County.

SECTION 8: Penalties. This moratorium may be enforced by the following methods of enforcement:

- (A) Revocation or temporary suspension of necessary development permits, development orders and/or certificates of occupancy and/or licenses; or
- (B) By an action for injunctive relief, civil penalties or both, through a court of competent jurisdiction; or
- (C) By any other process permitted by law or equity.

SECTION 9: Severability. If any section, subsection, sentence, clause, phrase, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this ordinance invalid or unconstitutional.

SECTION 10: Filing of Ordinance and Effective Date. In accordance with the provisions of §125.66, Florida Statutes, governing ordinances, a certified copy of this ordinance shall be filed

Permitted Uses: Table P= Permitted Use; SE = Special Exception

Use Category	Use Type	CBD (Central Business District)	Gateway Corridor Commercial
	RESIDENTIAL USES		
Residential Operation Residential Type	Home Occupation ¹		P
	Mobile Home Park		
	Multifamily Dwelling		P ²³
	Single-family Dwelling, Detached	P	P
	Single-family Dwelling, Attached	P	P ²
	Two-family dwelling		
	RETAIL USES		
General Retail	Antiques	P	P
	Appliance Sales and Rentals	P	P
	Art Supplies	P	P
	Automobile Parts		SE
	Bait and Tackle		
	Bakery	P	P
	Bicycle Sales and Service	P	P
	Billiards	P	P
	Book / Stationery Store	P	P
	Bowling Alley		
	Building Supplies and Materials		
	Cabinet Shops		
	Cameras and Photographic Supplies	P	P
	Carpet Outlets		
	Ceramic Sales and Studios	P	P
	Cigar and Smoke Shops	P	P
	Clock Shops	P	P
	Clothing Shops	P	P
	Commercial Retail Packaging and Mail	P	P
	Convenience Stores (no gas pumps)	P	P
	Convenience Stores (with gas pumps)		SE
	Curio Shops	P	P
	Decorating Studio / Shop	P	P
	Delicatessen		
	Department Store	P	P

Permitted Uses: Table P= Permitted Use; SE = Special Exception

Use Category	Use Type	CBD (Central Business District)	Gateway Corridor Commercial
	Drapery Shops	P	P
	Drug Sales (including medical marijuana treatment center dispensing facilities)	P	P
	Electrical Shops		
	Florist	P	P
	Food Outlet Store		P
	Fruit and Vegetables Sales (retail, no packing)	P	
	Furniture Store	P	P
	Game Room	P	P
	Gift Shop	P	P
	Grocery Store	P	P
	Gun Sales and Repair	P	P
	Hardware Store	P	P
	Heating and Air Conditioning Sales and Service		
	Hobby and Craft	P	P
	Interior Decorating	P	P
	Janitorial Supplies		
	Jewelry Store	P	P
	Leather Goods and Luggage	P	P
	Locksmiths	P	P
	Meat Markets	P	
	Medical Supplies	P	P
	Mobile Home Sales and Service		
	Motorcycle Sales and Service		
	Music Store		
	Newsstands	P	P
	Nurseries		
	Office and/or Business Machines	P	P
	Office and/or Business Supplies	P	P
	Optical Shops	P	P
	Opticians	P	P
	Outdoor Sales	SE	
	Paint / Wallpaper	P	P
	Pawn Shops	P	P
	Pet Grooming	P	P
	Pet Shops		P
	Pool Supplies		
	Printing Shops	P	P

Permitted Uses: Table P= Permitted Use; SE = Special Exception

Use Category	Use Type	CBD (Central Business District)	Gateway Corridor Commercial
	Professional Offices	P	P
	Rentals	P ²⁴	
	Second Hand Retail		P
	Shoe Repair	P	P
	Shoe Store	P	P
	Shopping Center		
	Skating Rink		P
	Sporting Goods Store	P	P
	Sundries and Notions Shops	P	P
	Tailor / Dressmaker	P	P
	Television and Radio Sales and Service	P	P
	Theaters	P	P
	Toy Stores	P	P
	Upholstery Shops		
	Utility Building Sales		
	Watch Repair	P	P
	Wearing Apparel Shops	P	P
	Wholesaling from Sample Stock		
Vehicular Sales	Automobile Sales, Service, Repair, and Rentals		SE ²²
	Boat and Motor Sales and Service		
	Tire Sales and Service		
SERVICE USES			
Agricultural Use	Timber Growing, Tree Farming, Nursery, or Agricultural Related Businesses		
Business Service	Parking Lot	P	
	Parking Garage		
	Pest Control Service Establishments		
	Radio or TV Broadcasting Offices, Studios, Transmitters, or Antennas		
	Television and Radio Studios (excluding transmission equipment)		

Permitted Uses: Table P= Permitted Use; SE = Special Exception

Use Category	Use Type	CBD (Central Business District)	Gateway Corridor Commercial
Eating or Drinking Establishment	Alcoholic beverages (all types, sale and service) for on-premises consumption	SE	SE
	Alcoholic beverages for off-premises consumption		SE
	Restaurants (with drive-through)		P
	Restaurants (without drive-through)	P	P
Hospitality and Tourism	Art Gallery or Studio	P	P
	Hotel / Motel	P	P
	Museum	P	P
Office Use	Building Trade Contractors with Fleet Parking On-Site	SE	
	Financial Institutions (with drive-through)	P	P
	Financial Institutions (without drive-through)	P	P
	Office Space for Building Trades Contractor with No Fleet Parking On-Site	P	
	Professional Offices	P	P
Personal Service	Barbershops / Beauty Shops	P	P
	Dry Cleaners	P	P
	Funeral Homes	P	P
	Health Spa	P	P
	Laundries / Laundromats	P	
	Licensed Masseurs		
	Mini-Warehouse		
	Palmist / Psychic		
	Well Drilling and Pump Services		
EDUCATION/RECREATION/SOCIAL USES			
Community Service	Adult Day Care		
	Child Care	SE	P
	Church	SE	P
	Group Care Home		
	Nursing Home	SE	
Educational Use	Pre-school		P
	Private School	SE	
	School, elementary & secondary		
	School, post-secondary		

Permitted Uses: Table P= Permitted Use; SE = Special Exception

Use Category	Use Type	CBD (Central Business District)	Gateway Corridor Commercial
	Vocational, Technical, Trade, or Industrial School		
Recreational Use	Adult Arcade / Electronic Game Center		
	Athletic Complex		
	Clubs/Lodges/Fraternal Organizations		
	Country Club		
	Dance / Music / Gymnastics Studio	P	P
	Go-Cart Track		
	Golf Course		
	Race Tracks		
	Recreational Facility		
	Public Recreational Uses		
PUBLIC USES			
Public Use	Bus Passages, Parcel Pick-ups and terminals		
	Governmental Uses		P
	Public Utilities		P
	Ancillary Public Facilities		P
HEALTH CARE USES			
Health Care Use	Convalescence Facility	SE	
	Dental Clinic	P	P
	Emergency Shelter		
	Hospital	SE	P
	Medical / Dental Laboratories	P	P
	Medical Clinic	P	P
	Nursing Home	SE	
	Veterinarian Clinics	P ²⁵	P