

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, FEBRUARY 20, 2024 – 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 Marshall MacClellan, GCSPD**

Roll Call

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

AWARDS & RECOGNITION

1. City Council Recognition of Boy Scout Troops for painting the Fire Hydrants around the City.
Troop 577 sponsored by First Presbyterian Church of Green Cove Springs
Troop 309 sponsored by Sacred Heart Catholic Church

PUBLIC HEARINGS

2. Second and Final Reading of Ordinance O-36-2023, Adding Street Walls as an alternative design standard in the Gateway Corridor District as a special exception. **Michael Daniels**

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 the Pool Management Agreement with Planet Swim for 2024. **Steve Kennedy**
4. City Council approval of Resolution No. R-05-2024, a resolution authorizing Amendment No. 8 to the FDOT Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, for the period of July 1, 2023 through June 30, 2024 in the amount of \$39,840.00 and authorizing the City Manager to execute said Agreement. **Mike Null**

- [5.](#) City Council approval of funding in the amount of \$46,602.50 to Gresco Supply and \$59,334.78 to Stuart C. Irby for electric material inventory for operating and capital projects. **Scott Schultz**
- [6.](#) City Council approval for staff to execute the Florida Farm Bureau Property Damage Release Form for reimbursement for a damaged fire hydrant in the amount of \$4,001.90. **Scott Schultz**
- [7.](#) City Council approval of a task order to Mittauer and Associates for the lump sum amount of \$300,000 for design and permitting for the Oakridge Avenue Basin project. **Greg Bauer**
- [8.](#) City Council review and approval of a temporary street closure for a portion of Walnut Street abutting School Board property for the BOCC and Vietnam Veterans TAPS Monument Committee Annual Vietnam Veterans Ceremony. **Michael Daniels**
- [9.](#) City Council approval to sell Clay County Fairgrounds Advanced Fair Ticket. **Kimberly Thomas**
- [10.](#) City Council review and approval of a temporary street closure for a portion of Spring Street, Ferris Avenue and St. Johns Avenue abutting Spring Park for the Jacksonville Jazz Society's Jazz Jam at Spring Park. **Michael Daniels**
- [11.](#) City Council approval 2023 Statewide Mutual Aid Agreement and Resolution R-04-2024, authorizing the Mayor to execute same. **Mike Null**

COUNCIL BUSINESS

- [12.](#) Consider passage of Resolution No. R-03-2024, providing for an approval process for the authorized use of the City Seal as required by City Ordinance No. O-03-2024. **L.J. Arnold III and Erin West**
- [13.](#) Consider passage on first reading as to form, Ordinance No. O-05-2024 which authorizes Magnolia West Community Development District (the "District") to use special powers for security facilities within their subdivision. **L.J. Arnold III**
- [14.](#) Consider passage on first reading as to form only, Ordinance No. O-06-2024 to comply with newly enacted Section 166.041(4), Florida Statutes, requiring a Business Impact Estimate to be prepared and filed on all non-exempt ordinances. **L.J. Arnold III**
- [15.](#) City Council discussion of amended easement for underground utility lines located on the parcel located at the northwest corner of the intersection of US HWY 17 and Harbor Road. **Mike Null**
- [16.](#) City Manager & City Attorney Reports / Correspondence
- [17.](#) 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.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** February 20, 2024
FROM: Erin West, City Clerk
SUBJECT: City Council Recognition of Boy Scout Troops for painting the Fire Hydrants around the City.
Troop 577 sponsored by First Presbyterian Church of Green Cove Springs
Troop 309 sponsored by Sacred Heart Catholic Church

BACKGROUND

Boy Scout Troop 309 and Troop 577 painted 315 fire hydrants in the main part of the City including Reynolds Industrial Park and North of the City. The Scouts have been painting fire hydrants for the past 2 years, so they look nice and are now red and white improving visibility to Clay County Fire Rescue both day and night. The Scouts cleared any debris around the hydrants and cleaned/ wire brushed the hydrants in preparation for painting them.

Eagle Scouts Nathan Shealey and Cody Fayette from Troop 577 each did a section of the City for their Eagle Scout Community Service project.

Each Scout that participated in this project is commended for their efforts to help beautify Green Cove Springs and to maintain the fire hydrants.

FISCAL IMPACT

RECOMMENDATION



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** February 20, 2024
FROM: Michael Daniels, AICP, Development Services Director
SUBJECT: Second and Final Reading of Ordinance O-36-2023, Adding Street Walls as an alternative design standard in the Gateway Corridor District as a special exception.

BACKGROUND

Staff is requesting an ordinance change to add street walls as an alternative design standard in the Gateway Corridor District. Currently the City requires that within the Gateway Corridor District which includes the Gateway Corridor Commercial, Neighborhood and Residential Districts, parking cannot be located between the primary building and the street frontage. As an alternative to this requirement, staff is proposing that the code be revised to allow a street wall to be placed at or near the property line between the street and parking area with specific design criteria designed to mask the parking areas as set forth in the ordinance. Examples of street walls are provided in the packet.

The Planning and Zoning Commission unanimously approved the proposed ordinance on 11/28/23.

At the 2nd City Council meeting on December 19, 2024, City Council voted to require the street wall ordinance be revised to be allowed as a special exception as opposed to a permitted use. As a result, the ordinance was readvertised and sent back to the Planning and Zoning Commission for a recommendation.

The Planning and Zoning Commission voted unanimously to recommend approval of Ordinance O-36-2023, Adding Street Walls as an alternative design standard in the Gateway Corridor District as a special exception to City Council.

FISCAL IMPACT

N/A

RECOMMENDATION

Motion to recommend approval of Second and Final Reading of Ordinance O-36-2023, Adding Street Walls as an alternative design standard in the Gateway Corridor District as a special exception

ORDINANCE NO. O-36-2023

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CHAPTER 117, SEC 117-656 GATEWAY CORRIDOR DESIGN GUIDELINES OF THE CITY CODE TO ALLOW FOR PARKING TO BE LOCATED BETWEEN THE STREET FRONT AND BUILDING LOCATION SUBJECT TO THE INSTALLATION OF A STREET WALL; PROVIDING FOR CONFLICTS, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Code was adopted to promote the health, safety, morals and general welfare of the community; and

WHEREAS, the City Code should be evaluated on an ongoing basis to determine if the allowable uses are consistent with the Comprehensive Plan; and

WHEREAS, the City desires to promote development and redevelopment of the U.S. Highway 17 and S.R. 16 corridor; and

WHEREAS, due to the existing space limitations within the district and its close proximity to established residential neighborhoods, there needs to be flexibility in design to allow efficient use of the land.

WHEREAS, the Green Cove Springs City Council has determined that this amendment is consistent with the Comprehensive Plan, is in the best interest of the public, and will promote the public health, safety and welfare of the city.

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

Section 1. That Chapter 117, Sec. 117-656 shall be amended as follows:

Sec. 117-656. Design guidelines.

Compliance with all land development regulations as adopted is required for all properties located within the corridor. In addition to the requirements of this Code, development in the gateway corridor zoning categories shall meet the following design guidelines:

- (1) Orient nonresidential uses to face the street with parking behind or to the sides of buildings or provide a street wall subject to the requirements set forth below:
 - a. Street walls are freestanding walls that are intended to mask parking areas from the street and shall have a minimum height of 3 feet and a maximum height of six feet (measured from the elevation of the public sidewalk). The portion of the street wall 3 feet and below shall be solid (e.g. brick and masonry or similar material). The portion of the street wall above 4 feet shall be transparent (e.g., wrought iron or similar material). Street walls shall have columns/posts (one foot by one foot minimum) spaced every 24 feet.
 - b. Street walls shall have openings no larger than necessary to allow automobile and/or pedestrian access.
 - c. Street walls shall not be permitted within the right-of-way.
 - d. Street walls shall be constructed of wrought iron, brick, masonry, stone, powder-coated aluminum, or other decorative materials that complement the finish on the primary building. Chain link, wood and PVC street walls/fences shall be prohibited.
 - e. The area in front and behind the street wall/fences shall include a landscaped strip pursuant to the requirements forth in Sec. 117-626 and Sec. 113-244(d)(3).
 - f. Street walls shall be with clear site line requirements set forth in Sec. 113-76.
- (2) In lieu of meeting onsite parking requirements, the developer may enter into an agreement with the city to reduce the required on-street parking. The reduction of on-street parking shall be approved if the developer agrees to improve the adjoining right-of-ways with landscaping and on-street parking or provides the city with funds to provide additional public parking.
- (3) No commercial access, except for ingress and egress for office uses, shall be allowed on residential streets or streets where residential future land use categories exist. This includes access for service vehicles.
- (4) Commercial land uses facing residential land uses or future land use categories must be residential in character, with residential elevations or facades.
- (5) Density controls for buildings with both residential and commercial permitted uses and/or permissible by special exception shall be based on the density controls for the building use on the first story of the structure.
- (6) Improvements to offsite parking spaces to develop on-street parking shall be counted to meet the minimum parking requirements and to meet the minimum landscape area and pervious surface requirements.

Section 2. Conflicts. If any portion of this Ordinance is in conflict with any other ordinance, then the provisions of this Ordinance shall govern.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. Upon its adoption by the City Council, this ordinance shall become effective.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY
THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS
6th DAY OF FEBRUARY 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance Butler, Mayor

ATTEST:

Erin West, City Clerk

PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 20th DAY OF FEBRUARY 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance Butler, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney





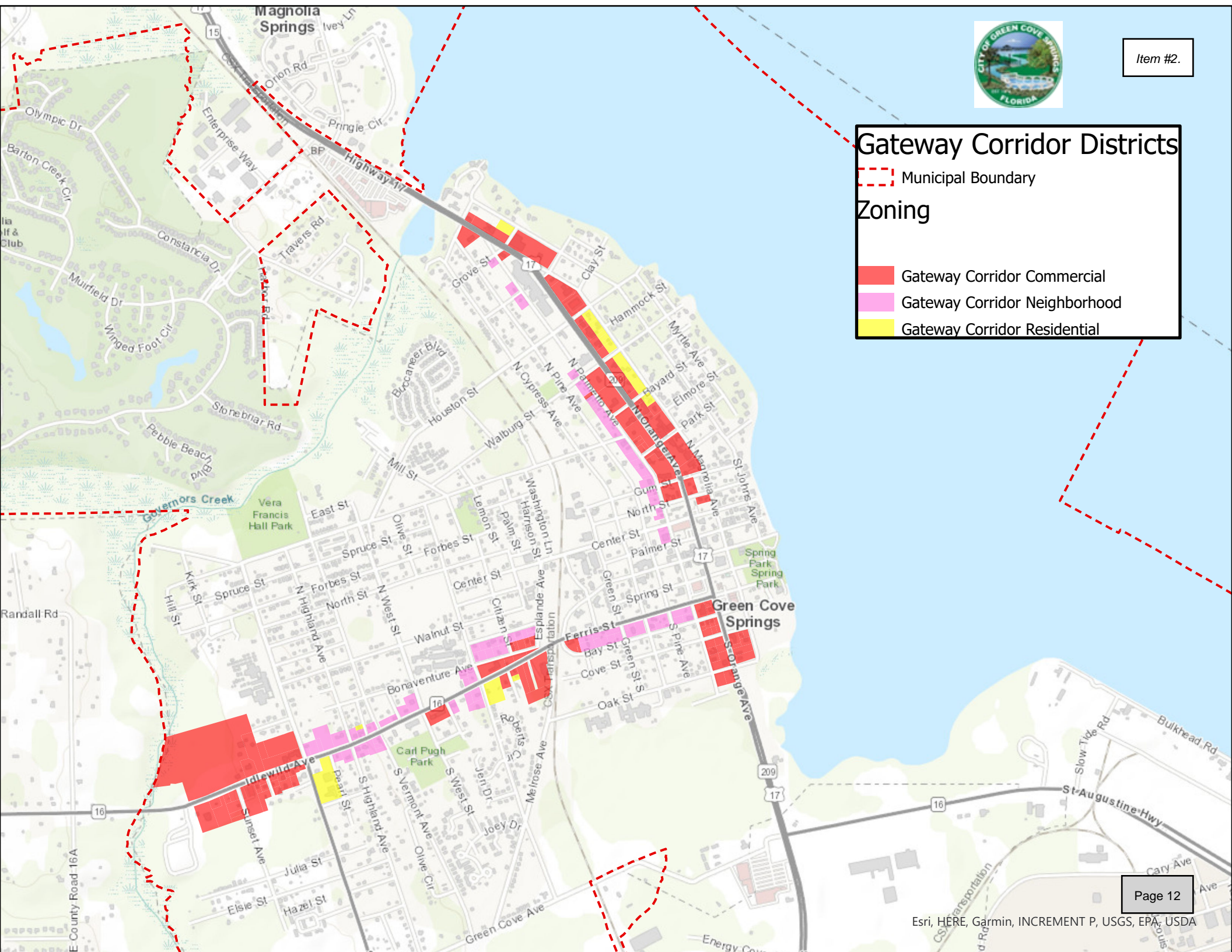


Gateway Corridor Districts

Municipal Boundary

Zoning

- Gateway Corridor Commercial
- Gateway Corridor Neighborhood
- Gateway Corridor Residential



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GREEN COVE SPRINGS AND CONTRACTOR**

THIS AGREEMENT is awarded and entered into this _____ day of _____, **2024** between the CITY of Green Cove Springs, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "CITY" and Planet Swim, LLC a Florida Corporation, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY desires to obtain the professional services of said CONTRACTOR to provide and perform professional services as further described hereinafter to be referred to and identified as **OPERATING AND MANAGING ALL SERVICES THAT WILL TAKE PLACE AT SPRING PARK CITY POOL** and

WHEREAS, the CONTRACTOR hereby certifies that CONTRACTOR has been granted and possesses all necessary, valid, current licenses/certifications to do business in the State of Florida and in the CITY of Green Cove Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement; and

WHEREAS, the CONTRACTOR has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, the selection and engagement of the CONTRACTOR has been made by the CITY in accordance with the provisions of the CITY's Purchasing Policy regarding the solicitation made by the CITY through its BID No.

WHEREAS, all parties hereto agree with all terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a Contract shall exist between both parties consisting of:

ARTICLE 1.00 - DEFINITIONS

The following are definitions for the terms associated with this Agreement and are provided to establish a common understanding, between the parties, regarding the intended usage, application, and interpretation of same.

1.01 **AGREEMENT** - As it relates to the requirement of the work contemplated herein, this Agreement shall include **Exhibit A** and any documentation by reference, and shall constitute the entire agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto, for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this agreement.

1.02 **AMENDMENTS** - Any additions, modifications or alterations made to this agreement. All amendments shall be made in accordance with Article 23.00.

1.03 **"CONTRACTOR"** the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services as required under the covenants, terms and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONTRACTOR shall also include any employees of the CONTRACTOR, and any SUB-CONTRACTORS or employees

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thereof, who are engaged by the CONTRACTOR for the purpose of performing professional services pursuant to this Agreement.

1.04 **"CITY"** a political subdivision of the State of Florida, and any official and/or employees thereof, who shall be duly authorized to act on the CITY'S behalf, relative to this Agreement.

1.05 **"PARTIES"** CITY and the CONTRACTOR as defined hereinabove.

1.06 **"PROFESSIONAL SERVICES"** all services, work, materials and other professional, technical and administrative activities as set forth in **Exhibit A**, which are necessary to be provided and performed by the CONTRACTOR and its employees, and any and all sub-consultants and sub-CONTRACTORS the CONTRACTOR may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions contained herein.

1.07 **"PROJECT MANAGER"** the CITY's City Manager or his designee. The PROJECT MANAGER shall be responsible for acting on behalf of the CITY to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements as set forth in this Agreement, or any AMENDMENT(S) hereto. The PROJECT MANAGER shall also serve and act on behalf of the CITY, to provide direct contact and communication between the CITY and the CONTRACTOR, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONTRACTOR, pursuant to this agreement, and any Amendment(s) hereto. The PROJECT MANAGER shall also review and approve any and all requests, submitted by the CONTRACTOR, for payment of services performed, pursuant to this Agreement.

1.08 **"SUB-CONTRACTOR"** any individual or firm who offers professional services to the CONTRACTOR, to assist providing and performing the professional services, work and materials for which the CONTRACTOR is contractually obligated, responsible and liable to provide and perform under this Agreement. The CITY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any Agreement entered by the CONTRACTOR and any and all SUB-CONTRACTORS.

1.09 **ADDITIONAL DEFINITIONS - RESERVED**

ARTICLE 2.00 - SCOPE OF PROFESSIONAL SERVICES

The CONTRACTOR agrees to provide to the CITY the services identified in **Exhibit A** under the price schedule contained therein.

ARTICLE 3.00 - TERM

The Agreement Term shall terminate on September 29th, 2024.

ARTICLE 4.00 FUNDING

This Agreement or any amendments hereto shall be subject to fund availability.

ARTICLE 5.00 - OBLIGATIONS OF THE CONTRACTOR

The obligations of the CONTRACTOR, with respect to the services provided herein, shall include, but not be limited to, the following:

5.01 **LICENSES**

The CONTRACTOR agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses/certifications as required to do business in the State of Florida and the CITY of Green Cove Springs, including, but not limited to, licenses required by any State Boards, or other governmental agencies, responsible for regulating and licensing the professional services provided and performed by the CONTRACTOR pursuant to this Agreement.

5.02 **PERSONNEL**

(1) Qualified Personnel - The CONTRACTOR agrees to employ and/or retain only qualified personnel where, under Florida law, requires a license, certificate of authorization, or other form of legal entitlement, to practice such services.

(2) CONTRACTOR's Project Manager - The CONTRACTOR agrees to employ and designate, a qualified professional to serve as its Project Manager. The CONTRACTOR's Project Manager shall be authorized to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed, pursuant to this Agreement, and/or any Amendment(s) hereto. The CONTRACTOR'S Project Manager shall have full authority to bind and obligate the CONTRACTOR on any matter arising under this Agreement or any Amendment(s) hereto, except upon express written agreement of the CITY. The CONTRACTOR agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services performed by the CONTRACTOR, throughout the entire term of this Agreement and any extension hereof. The person or individual selected, by the CONTRACTOR, to serve as its Project Manager is subject to prior approval and acceptance of the CITY.

(3) Removal of Personnel - The CONTRACTOR agrees to promptly replace its Project Manager or any other persons in its employ, including SUBCONTRACTORS(s) or employees thereof, who were engaged by the CONTRACTOR to perform professional services pursuant to this Agreement, if the CITY requests, with or without cause, that the individuals be stopped from performing professional services under this Agreement.

(4) Sub-CONTRACTORS – If the CONTRACTOR utilizes SUBCONTRACTORS to assist in providing and performing the professional services, CONTRACTOR will solicit and consider Minority-Owned Businesses.

5.03 STANDARDS OF PROFESSIONAL SERVICE

The CONTRACTOR agrees to provide and perform the professional services set forth in this Agreement, or any Amendments hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies, of any governmental agencies which may regulate, or have jurisdiction over the professional services to be provided and/or performed by the CONTRACTOR, pursuant to this Agreement.

5.04 INDEMNIFICATION

(1) The CONTRACTOR shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the CITY caused by the errors, omissions, negligence, or delay(s) of the CONTRACTOR or by any sub-consultant(s) and/or SUBCONTRACTOR(s) engaged by the CONTRACTOR in providing, performing and furnishing services, work and materials pursuant to this Agreement.

(2) The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the CONTRACTOR'S errors, omissions, negligence, or delay(s), or those of any and all sub-consultants and/or SUBCONTRACTORS engaged by the CONTRACTOR during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Amendments thereto.

5.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter and except for the provisions of paragraphs 17 and 18 below, the CONTRACTOR agrees not to divulge, furnish or make available, to any third party, without the express written permission of the CITY, any non-public information, where such information has not been properly subpoenaed, concerning the services rendered by the CONTRACTOR.

ARTICLE 6.00 - OBLIGATIONS OF THE CITY

6.01 AVAILABILITY OF CITY INFORMATION

At the CONTRACTOR'S request to the PROJECT MANAGER, the CITY agrees to make available all pertinent information, known by the CITY to be available, to assist the CONTRACTOR in providing and performing the professional services required herein. Such information may include, but not be limited to, customer billing information, consumption records, other related data. The CONTRACTOR shall be entitled to reasonably rely on the accuracy and completeness of such information.

6.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The CITY agrees that the PROJECT MANAGER shall be available within a reasonable period, with reasonable prior notice, given by the CONTRACTOR, to meet and/or consult with the CONTRACTOR on matters pertaining to the professional services to be provided hereunder. The CITY further agrees that the PROJECT MANAGER shall respond, within a reasonable period, to written requests submitted by the CONTRACTOR.

ARTICLE 7.00 - COMPENSATION AND METHOD OF PAYMENT**7.01 COMPENSATION AND METHOD OF PAYMENT**

For the professional services performed by the CONTRACTOR, pursuant to this agreement, the CITY hereby agrees to pay the CONTRACTOR in accordance with the provisions set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218.70) and the schedule and provisions as set forth in **Exhibit A**. The CONTRACTOR shall only be allowed to make one payment draw per month, all draws must be signed off on by the City's Representative and presented to the Accounts Payable Department.

7.02 PAYMENT WHEN SERVICES ARE TERMINATED

(1) In the event of termination of this Agreement by the CITY and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (1) all services performed prior to the effective date of termination; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement.

(2) In the event of termination of this Agreement, due to the fault of the CONTRACTOR or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (1) all services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement. Any such payments shall be subject to a set-off, for any damages incurred by the CITY, resulting from delays occasioned by the termination.

7.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the CITY suspends the professional services required to be performed, by the CONTRACTOR, pursuant to this Agreement, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of suspension and shall pay the costs thereto as set forth in Section 7.01 of this agreement.

7.04 NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, eliminated, canceled, or decreased due to: (1) termination; (2) suspension, in whole or in part; or (3) modification by the subsequent issuance of an Amendment, the CONTRACTOR shall not be entitled to receive compensation for anticipated professional fees, profit, general and or administrative overhead expenses, or for any other anticipated income or expenses.

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE**8.01 TIMELY ACCOMPLISHMENT OF SERVICES**

The timely and expeditious completion, by the CONTRACTOR, of all professional services provided under this Agreement, or any Amendments hereto is expected. The CONTRACTOR agrees to employ an adequate number of personnel throughout the period of this Agreement, and any extension hereof, so that all professional services to be provided, pursuant to this Agreement, or any Amendments hereto will be provided, performed and completed in a timely and expeditious manner. Time of completion agreed to for this project is 176 days.

Should the CONTRACTOR not be able to complete the services for a project in accordance with the Scope of Services and Schedule agreed to in **Exhibit A**, the CONTRACTOR shall provide the PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the PROJECT MANAGER, it shall then become the schedule for the project. Requests for changes to **Exhibit A** that are denied by the PROJECT MANAGER shall be further reviewed as proposed contract Amendments pursuant to Article 23.00.

8.02 NOTICE TO PROCEED

A written Notice to Proceed (NTP) will be issued by the PROJECT MANAGER, following the execution of each Scope of Services pursuant to **Exhibit A** and upon receipt of the insurance certificates and related documentation required herein. The CONTRACTOR shall only be authorized to commence work after issuance of the NTP. Thereafter, the CONTRACTOR shall commence work promptly and shall carry on all such services as may be required hereunder in a continuous, diligent and forthright manner.

8.03 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONTRACTOR fail to commence, provide, and/or perform any of the professional services required, pursuant to this Agreement, in a timely, continuous, diligent, professional and expeditious manner, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further agrees that no person having any such conflict of interest shall be employed or engaged by the CONTRACTOR for performance hereunder.

If the CONTRACTOR, for itself and on behalf of its SUBCONTRACTORS, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONTRACTOR shall promptly bring such potential conflict of interest to the CITY'S attention in writing. The CITY will decide in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONTRACTOR and the CONTRACTOR shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If the CONTRACTOR accepts such a representation without obtaining the CITY'S prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONTRACTOR agrees to promptly terminate such new representation. CONTRACTOR shall require each sub-CONTRACTOR to comply with the provisions of this Section. Should the CONTRACTOR fail to advise or notify the CITY, as provided herein above, of representation, which may, or does, result in a conflict of interest, or should the CONTRACTOR fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 - ASSIGNMENT/TRANSFER

Any assignments or transfer of rights, benefits or obligations hereunder shall only be allowed if approved

as an amendment pursuant to Article 23.00.

ARTICLE 11.00 - APPLICABLE LAW/VENUE

This Agreement shall be governed by the ordinances of the CITY of Green Cove Springs, the laws, rules, and regulations of the State of Florida, procedural and substantive, and applicable federal statutes, rules and regulations. The venue for any and all litigation, arising under this Agreement, shall lie in Clay County, Florida.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by the CITY, of a breach of any provision of this Agreement, by the CONTRACTOR, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

12.01 JURY TRAIL WAIVER

Each Party waives the right to trial by jury on any issues or suits arising hereunder.

ARTICLE 13.00 - INSURANCE COVERAGES

13.01 GENERAL REQUIREMENTS

The CONTRACTOR shall purchase and maintain such insurance meeting the requirements of the CITY of Green Cove Springs and as will protect it from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR or (2) by any other person; and

Claims for damages because of injury to or destruction to tangible property, including loss of use resulting there from.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations

be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Upon award, the bidder shall provide a certificate of insurance providing at least thirty (30) calendar days guaranteed written notice of cancellation and the CITY listed as an additionally insured with the following minimums:

Workmen's Comprehensive: meeting State Statutes
 Product Liability: \$ 100,000 single/\$ 500,000 aggregate
 General Liability: \$ 100,000 single/\$ 500,000 aggregate
 Commercial General Liability: \$ 1,000,000 combined single limit
 Automobile Liability: \$ 500,000 combined single limit
 Owned
 Hired
 Non-owned
 Current Form/Comprehensive Form
 Premises Operations
 Explosion and Collapse Hazard
 Underground Hazard
 Products/Completed Operations Hazard
 Contractual Insurance
 Broad Form Property Damage
 Independent CONTRACTORS

The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the CITY, the CONTRACTOR, and SUBCONTRACTORS as their may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENT to fully complete the PROJECT.

The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provision, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarity to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk

Insurance for WORK to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious, mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the CITY. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the CITY.

The CITY shall be specifically included as an additional insured. This does not pertain to workers compensation.

All certificates of insurance must be on file with, and approved by, the CITY before the

commencement of any work activities.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONTRACTOR

The duties and obligations imposed on the CONTRACTOR, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE CITY

The CONTRACTOR, in performing the professional services required pursuant to this Agreement, or any Amendments hereto, shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement or any Amendments hereto.

The CITY will neither assume nor accept any obligation, commitment, responsibility or liability, which may result from a representation by the CONTRACTOR, which is not specifically provided for and or authorized by this agreement or any Amendments hereto.

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

All documents, including but not limited to, drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and any other records or data, specifically prepared and/or developed by the CONTRACTOR, pursuant to this agreement, shall be the property of the CONTRACTOR until the CONTRACTOR has been paid for performing such services as required to produce such documents. The CONTRACTOR shall submit reports and other documents, to the extent directed by the CITY, in the format as specified in **Exhibit A**. Upon natural expiration or termination of this Agreement, of the above documents shall be promptly delivered to and become the properties of the CITY.

The CONTRACTOR, at its expense, may retain copies of all documents, generated pursuant to this Agreement, and subsequently delivered to the CITY, for reference and internal use. The CONTRACTOR shall not use any documents, data and/or information, generated here from, on any other project or for any other client without the express written permission of the CITY.

ARTICLE 17.00 - MAINTENANCE OF RECORDS

The CONTRACTOR shall maintain adequate records and supporting documentation, applicable to all services, work, information, expenses, costs, invoices and materials, provided and performed, pursuant to the requirements of this Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of natural expiration or termination of this Agreement.

The CITY and its authorized agents shall, after providing reasonable notice, have the right to audit, inspect and copy all such records and documentation, as often as the CITY deems necessary during the term of this Agreement, and during the five (5), year period thereafter, as required above, provided that such activity is conducted during normal business hours and at the expense of the CITY.

ARTICLE 18.00 – PUBLIC RECORDS REQUIREMENTS

Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

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

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

The City's point of contact for all Public Records requests is Erin West, City Clerk, ewest@greencovesprings.com.

The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY a copy of the CONTRACTOR's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the CITY.

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

ARTICLE 19.00 - HEADINGS

The HEADINGS of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit or change any of the provisions contained herein.

ARTICLE 20.00 - RESERVED

ARTICLE 21.00 - NOTICE AND ADDRESS OF RECORD

21.01 NOTICE BY CONTRACTOR TO CITY

All notice to the CITY, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CITY, address of record:

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

21.02 NOTICES BY CITY TO CONTRACTOR

All notices to be given to the CONTRACTOR, pursuant to this agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CONTRACTOR'S address of record:

Planet Swim, LLC
148 Wayfare Ln
Ponte Vedra Beach, FL 32081

21.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Article 20.01, above.

ARTICLE 22.00 - TERMINATION**22.01 GENERAL PROVISIONS**

This Agreement may be terminated by the CITY or the CONTRACTOR, with or without cause by giving thirty (30) days written notice to the other party as required in Article 20.00 above.

22.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property or if it files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or other similar laws the CITY may, without prejudice to any other right or remedy, and after giving the CONTRACTOR written notice, terminate this Agreement.

22.03 CONTRACTOR TO DELIVER MATERIAL

Upon termination for any reason, the CONTRACTOR shall promptly deliver to the CITY all documents, papers, drawings, models, or any other materials, which the CITY has exclusive rights, by virtue of this Agreement or any other services performed by the CONTRACTOR on behalf of the CITY.

22.04 LIMITATION OF LIABILITY FOR CITY/OWNER: Notwithstanding any provision in this agreement to the contrary, the City/Owner's liability herein shall be limited to those sums as provided by Section 768.28. Florida statutes.

ARTICLE 23.00 - AMENDMENTS

The covenants, terms, and provisions contained herein may be amended, altered and/or modified upon express written consent of the parties hereto. In the event of conflicts between the covenants, terms, and/or provisions hereof, and any amendment(s) hereto, the latest executed Amendment(s) shall take precedent.

ARTICLE 24.00 ADMINISTRATIVE PROVISIONS

In the event the CITY issues a purchase order, memorandum, letter, or other instruments addressing the professional services, to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the CITY'S internal control purposes only, and any and all terms, provisions, and conditions contained therein, shall in no way modify the covenants, terms and provisions of this Agreement, or any amendments hereto, and shall have no force or effect hereon.

ARTICLE 25.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, **2024**.

CITY OF GREEN COVE SPRINGS, FLORIDA

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
Constance W. Butler, Mayor

By: _____
Steve Kennedy, City Manager

ATTEST: _____
Erin West, CITY CLERK

Approved as to form only:

L.J. Arnold III, CITY ATTORNEY

CONTRACTOR – Planet Swim LLC

By: _____
CEO – Gustavo M. Calado

Witness as to CONTRACTOR

EXHIBIT "A"

<u>Services Provided by the Contractor</u>	<ul style="list-style-type: none"> • Manage the day-to-day operations at the Spring Park Aquatic facility • Open Swim/Lap Swimming access to the public • Swim Lessons & Summer League to anyone of 5 years and older • Staffing for all programming and management • The contractor may add more programming as needed. • Install lane line hooks and provide lane lines when needed.
<u>Services Provided by the City of Green Cove Springs</u>	<ul style="list-style-type: none"> • Pool water management. i.e. Draining the pool on Mondays and cleaning of the pool concrete surface. • Repair physical damages to the aquatic facility as required by code.
<u>Pool opening date:</u>	Friday, May 3rd, 2024
<u>Pool closing date:</u>	Sunday, September 29 ^h , 2024
<u>Pool operating hours:</u>	<p><u>May/September</u> Friday, Saturday, Sunday – 11:00 AM to 7:00 PM</p> <p><u>June/July/August</u> Tuesday – Sunday – 11:00am – 7:00pm</p> <p>*Swim Lessons & Summer League to be programmed outside of public swim hours.</p>
<u>Seasonal Passes Fee:</u>	Individual – Adult: \$100 Individual – Active Military/Senior (65+): \$75 Individual – Child (2-17): \$75 Family (5) - \$225
<u>Daily Entrance Fee:</u>	Adults: \$5 Active Military/Seniors (65+): \$3 Children (2-17): \$3
<u>Swim Lesson Fee Structure:</u>	Group Lesson (2x per week): \$50 one-time seasonal registration fee + \$150 per month* Note: <i>*Split among 3 parties: Planet Swim Foundation, Inc., the City of Green Cove Springs and the participant's parents. The parents are responsible for paying the seasonal registration fee (\$50), Planet Swim Foundation, Inc. is responsible for paying \$50 per month per child per month and the City of Green Cove Springs is responsible for paying \$50 per month per child for up to 240 swimmers per season.</i>
<u>Payment method:</u>	Cash, Check or Credit/Debit Card
<u>Management Fee and Swim Lesson Fee Schedule:</u> (Invoiced 10 days prior to due date)	05/15/2024- \$11,150.00 (Management Fee) 06/15/2024 - \$11,150.00 (Management Fee) 07/15/2024 - \$11,150.00 (Management Fee) 08/15/2024 - \$11,150.00 (Management Fee) 09/15/2024 - \$11,150.00 (Management Fee) 10/15/2024 – Up to \$12,000.00 (Swim Lessons & Summer League Fees)



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** February 20, 2024

FROM: Mike Null, Asst. City Manager

SUBJECT: City Council approval of Resolution No. R-05-2024, a resolution authorizing Amendment No. 8 to the FDOT Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, for the period of July 1, 2023 through June 30, 2024 in the amount of \$39,840.00 and authorizing the City Manager to execute said Agreement. *Mike Null*

BACKGROUND

FDOT pays the City a yearly maintenance fee to maintain the traffic light signals in the Green Cove Springs area. The City, through the Interlocal Agreement with Clay County, provides for the Clay County Signal Maintenance Department to maintain the traffic light signals. The City issues purchase orders as necessary as per the Clay County Signal Maintenance Department. This Agreement is effective July 1, 2015 through June 30, 2035 with Amendments submitted annually.

Attached is Amendment No. 8 to the Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, for period of July 1, 2023 through June 30, 2024 in the amount of \$39,840.00. This represents an increase of \$2,668 (7%) over FY 22-23.

FISCAL IMPACT

Funds are deposited to A/R Account No. 001-3439100

RECOMMENDATION

Approve Resolution No. R-05-2024, a resolution authorizing Amendment No. 8 to the FDOT Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, for the period of July 1, 2023 through June 30, 2024 in the amount of \$39,840.00 and authorizing the City Manager to execute said Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

7 **Item #4.**

OPERATIONS
04/23
Page 1 of 4

CONTRACT NO. ARV47
FINANCIAL PROJECT NO. 41353018811
F.E.I.D. NO. F596000328002
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment"), is entered into this _____ day of _____, _____ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and the City of Green Cove Springs, Florida ("Maintaining Agency").

RECITALS:

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"); and

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Agreement paragraphs 1, 3, 6, 12, 31, and 35 are amended, superseded, and replaced in their entirety with the new paragraphs 1, 3, 6, 12, 31, and 35 attached hereto to this Amendment.
2. Agreement exhibits A, B, and C are amended, superseded, and replaced in their entirety with new Exhibits A, B, and C attached hereto to this Amendment.
3. Except as modified in this Amendment, all terms and conditions of the Agreement and any amendments or modifications thereto remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month, and year set forth above.

City of Green Cove Springs, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations
Engineer

Legal Review: _____

**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
 - a. Traffic signals ("TS"),
 - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location,
 - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS"),
 - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons),
 - e. Emergency/fire department signals ("FDS"),
 - f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
 - g. Blank out signs ("BOS"; including Lane Control Signs),
 - h. Pedestrian hybrid beacons ("PHB"),
 - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
 - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damage, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:

- a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device is expected to progress beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 90. The Maintaining Agency shall ensure that 90% of all TDSDD on the State Highway System are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated time, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated time, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
- b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive

**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.

- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
 Exhibit Item #4.

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2024

CITY OF GREEN COVE SPRINGS																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR15, (US17) at LAMONT ST.									\$381									\$381
SR15, (US17) at MID BLOCK PED BETWEEN CENTER & GUM									\$381									\$381
SR15, (US17) at CENTER ST.	\$3,910																	\$3,910
SR15, (US17) at WALNUT ST.	\$3,910																	\$3,910
SR15, (US17) at SR16 WEST (FERRIS ST.)	\$3,910										\$123							\$4,033
SR15, (US17) at SR16 EAST	\$3,910						\$391.00				\$123							\$4,424
SR15, (US17) at GUM ST.	\$3,910																	\$3,910
SR15, (US17) ORANGE AVE. at HARBOR RD.	\$3,910							\$419			\$123							\$4,452
SR15, (US17) ORANGE AVE. at HOUSTON ST.	\$3,910										\$123							\$4,033
SR16 at REYNOLDS ST.			\$947															\$947

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
 Exhibit Item #4.

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2024

CITY OF GREEN COVE SPRINGS																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR16 at WEST ST.				\$758														\$758
SR16 at OAKRIDGE AVE.				\$758														\$758
SR16 WEST at WEST ST.	\$3,910																	\$3,910
SR16 WEST at OAKRIDGE AVE.	\$3,910									\$123								\$4,033
Total Lump Sum Amount*																	\$39,840.00	

* Amount paid shall be the Total Lump Sum *(minus any retainage or forfeiture)*.

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$39,840.00

 Maintaining Agency Date

 District Traffic Operations Engineer Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
 MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-24b
 TRAFFIC
 OPERATIONS
 04/23
 Exhibit B Page 1 of 2

Item #4.

**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (**minus any retainage or forfeiture**) in Exhibit A. The Maintaining Agency will receive one lump sum payment (**minus any retainage or forfeiture**) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (**minus any retainage or forfeiture**) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): includes roadside units and roadside equipment.

Unit Compensation Rates per Unit on the State Highway System																	
FY	Traffic Signals (TS) <i>Intersection</i>	Traffic Signal - Interconnected & monitored (IMTS) <i>Intersection</i>	Intersection Control Beacon (ICB) <i>Intersection</i>	Pedestrian Flashing Beacon (PFB) <i>System</i>	Emergency Fire Dept. Signal (FDS) <i>System</i>	Speed Activated Warning Display (SAWD) <i>System</i>	Illuminated Street Name Signs (ISNS) <i>Intersection</i>	Blank Out Sign (BOS) <i>Device</i>	Traffic Warning Beacon (TWB) <i>System</i>	Probe Data Detection System (PDDS) <i>Device</i>	Uninterruptible Power Supply (UPS) <i>Device</i>	Connected Automated Vehicle Devices (CAVD) <i>Device</i>	Pedestrian Hybrid Beacon (PHB) <i>System</i>	Arterial Dynamic Message Sign (ADMS) <i>Device</i>	Passive Pedestrian Detection (PPD) <i>System</i>	Traffic Monitoring Camera (TrMC) <i>Device</i>	In-Roadway Warning Lights (IRWL) <i>System</i>
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370		\$370	\$370	\$119	\$119	\$527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
2024-25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025-26	Based on the CPI, the compensation amounts will be revised.																

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-24b
TRAFFIC
OPERATIONS
04/23
Exhibit B Page 2 of 2

Item #4.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing

RESOLUTION NO. R-05-2024

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

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

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

SECTION 1. The City Council of the City of Green Cove Springs hereby authorizes Amendment No. 8 of the Traffic Signal Maintenance and Compensation Agreement, Contract No. ARV47, between the City and the Florida Department of Transportation dated July 1, 2023 through June 30, 2024.

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

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 20TH DAY OF FEBRUARY, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, 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:** February 20, 2024

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of funding in the amount of \$46,602.50 to Gresco Supply and \$59,334.78 to Stuart C. Irby for electric material inventory for operating and capital projects.

BACKGROUND

The electric department utilizes a wide variety of materials for routine electric system maintenance and capital system hardening projects. Warehouse staff solicits quotes from vendors and utilizes a combination of price and lead time to award material purchases to vendors. The latest request for quotes is spread between three vendors, of which the two selected vendors exceed the \$25,000.00 threshold requiring council approval.

FISCAL IMPACT

\$105,937.28 to the Electric Department capital and operating budgets

RECOMMENDATION

Approve funding in the amount of \$46,602.50 to Gresco Supply and \$59,334.78 to Stuart C. Irby for electric material inventory for operating and capital projects.



Item #5.
Quote



Entered Date	Taken By	Customer #	Order #
2/1/24	jlip	1282	20132448-00
	Expiration Date	PO #	Page #
	4/1/24	Quote 2/5/2024	1

Bill To	Ship To
CITY OF GREEN COVE SPRINGS 321 WALNUT ST GREEN COVE SPRINGS, FL 32043-3441	CITY OF GREEN COVE SPRINGS 321 WALNUT ST GREEN COVE SPRINGS, FL 32043-3441

Remit To
Gresco Supply, Inc. PO Box 935922 Atlanta, GA 31193-5922

Please note that the quote's expiration date, pricing, and lead times are subject to change based on manufacturing updates. GRESOCO will communicate any changes at the time the order is placed.

Instructions

Ship Point	Via	Shipped	Terms	SlsRepln/Out
Gresco-Wildwood, FL	Gresco Truck		Net 30 Days	jlip / asym

Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	SIL-127-2150E CUTOUT 100A 27KV SILICONE LT: 2 WEEKS	100.00	EA	98.98	EA	9,898.00
2	MUREX1200R COND OHTP 1/0 MUREX 1200' REEL SERVICE DROP LT: 2 WEEKS	9,600.00	FT	1.29	FT	12,384.00
3	PE-2UG10 CABLE RISER POLY SCH40 2"X10' U-GUARD 1500'/PLT GRESOCO STOCK	200.00	FT	1.21	FT	242.00
4	LE225CC06T ELBOW 1/0STR-2/0SLD 25KV W/TEST POINT .75" - 1.08 LT: 40 WEEKS	100.00	EA	40.10	EA	4,010.00
5	CSJA-JCN/EG-2812M5 SPLICE 28KV W/ AL SHEAR BOLT CONNECTOR #1-350 LT: 12 WEEKS	50.00	EA	467.47	EA	23,373.50
6	BRENAU1000R-CME COND URDTP 1/0 BRENAU 1000'R REGULAR GRESOCO STOCK	2,000.00	FT	1.61	FT	3,220.00

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
7	3/8EHSGUY-PRIORITY WIRE GUY 3/8" EHS 250' COIL CLASS"A" GALV STEEL LT: 2 WEEKS	5,000.00	FT	0.759	FT	3,795.00
8	4SD.ALTIE WIRE TIE #4 SD AL WIRE 25#BOX LT: 2 WEEKS	100.00	LB	5.15	LB	515.00
9	CLAM500C-G COND OHTP 2 CLAM 500'COIL LT: 12-14 WEEKS HWC: 2 WEEKS \$2.15/FT	7,500.00	FT	0.889	FT	6,667.50
10	VIZSLA500COIL COND OHDP 6 VIZSLA 500 FT COILS LT: 24-26 WEEKS HWC: 2 WEEKS \$0.859/FT	2,000.00	FT	0.31	FT	620.00
11	6SD.CU25 WIRE CU #6 SD SPL BARE 25#SPOOL 315' SPL GRESKO STOCK	500.00	LB	7.10	LB	3,550.00

11	Lines Total	Total Order Quantity	27,150.00		Subtotal	68,275.00
					Taxes	0.00
					Total	68,275.00



Quotation

Item #5.

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

QUOTE DATE	ORDER NUMBER
02/01/24	S013878603
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

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

SHIP TO:
CITY OF GREEN COVE SPRINGS
900 GUM ST
GREEN COVE SPRINGS, 32043-2803
904-297-7500 X3306

ORDERED BY: Jeremy

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
209762		QUOTE				Erich R Ewoldt	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
EMILY CATALI		02/01/24		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
100EA		1	MACL 7659 AUTO SPLICE 477 ACSR ** Green Cove #E-0656 ** Lead time is 3 weeks ARO			28.860EA	2886.00
125EA		2	LAMP E939JN 2X4 PV MOLD ADAPTER ** Green Cove #E-1405 ** 46 in stock, 2-3 weeks on balance ARO			77.680ea	9710.00
300EA		3	MACL UGA664 GALVANIZED GUY ATTACHMENT ** Green Cove #E-1616 ** Lead time is 4 weeks ARO			9.280EA	2784.00
200EA		4	*COMF HLB400 CLAMP HOTLINE COPPER COPPER ** Green Cove #E-0795 ** Lead time is 26 weeks ARO			13.880EA	2776.00
200EA		5	*COMF HLB-2/0 HOTLINE CLAMP #400MCM-#6 C-LINE, #6-#4/0 C-TAP ** Green Cove #E-0800 ** Lead time is 7 days ARO			7.290ea	1458.00
*** Continued on			Next Page ***				



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Quotation

Item #5.

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

QUOTE DATE	ORDER NUMBER
02/01/24	S013878603
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 2

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

SHIP TO:
 CITY OF GREEN COVE SPRINGS
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 GREEN COVE SPRINGS, 32043-2803
 904-297-7500 X3306

ORDERED BY: Jeremy

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
209762		QUOTE				Erich R Ewoldt	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
EMILY CATALI		02/01/24		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
400EA		6	*ARP ARP35SKCES INSULATOR 34.5kV POLYMER DEADEND INSULATOR ** Green Cove #E-1860 **			14.430EA	5772.00
200ea		7	Lead time is 7 days ARO HPS ASOD5701N CLAMP, DEADEND, ALUMINUM, SIDE OPENING FOR 80MCM (STATIC DE) ** Green Cove #E-1950 ** Lead time is 13 weeks ARO			28.300ea	5660.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Subtotal	31046.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	31046.00

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Quotation

Item #5.

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

QUOTE DATE	ORDER NUMBER
02/01/24	S013878574
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

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

SHIP TO:
CITY OF GREEN COVE SPRINGS
900 GUM ST
GREEN COVE SPRINGS, 32043-2803
904-297-7500 X3306

ORDERED BY: Jeremy

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
209762		QUOTE				Erich R Ewoldt	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
EMILY CATALI		02/01/24		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
100EA		1	*POHA SIL-127-2150E 100A OVHD POLYMER CUTOUT ** Green Cove E-1460 ** 14 days ARO			87.880EA	8788.00
9600EA		2	CORD 1/0-03ALUM-OH-AAC (PRIORITY) MUREX 3/C-1/0-AAC-N OH *** Green Cove #E-3420 *** 7 days ARO			1.654EA	15878.40
200EA		3	LAMP 59011N 2-IN POLE RISER BY THE PIECE (2" X 10' PIECE) (SOLD PER EACH PIECE) *** Green Cove #E-3510 ** 14 days ARO			50.950ea	10190.00
100EA		4	HPS 228LE45T ELBOW, 28KV 200A 1/0 TP *** Green Cove #E-2640 ** Lead time is 196 days ARO			62.500EA	6250.00
*** Continued on Next Page ***							



Quotation

Item #5.

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

QUOTE DATE	ORDER NUMBER
02/01/24	S013878574
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 2

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

SHIP TO:
CITY OF GREEN COVE SPRINGS
900 GUM ST
GREEN COVE SPRINGS, 32043-2803
904-297-7500 X3306

ORDERED BY: Jeremy

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
209762		QUOTE				Erich R Ewoldt	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
EMILY CATALI		02/01/24		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
50EA		5	3M QS4-25JCN-QCI-1-250 QS4 SPLICE KIT INTEGRATED, COLD SHRINK 25/28KV, FOR 1/0 AL, W/ CROSSING *** Green Cove #E-2650 ** Lead time is 35 days ARO			490.570EA	24528.50
2400EA		6	CORD 1/0-03ALUM-UD-BULK (PRIORITY) BRENAU 1/0,1/0,2 600V ALUM UD *** Green Cove #E-3437 ** Lead time 7 days ARO			1.521EA	3650.40
5000FT		7	GUY 3/8-7STR-EHS-250 (PRIORITY WIRE) GUY WIRE *** Green Cove #E-3560 *** Lead time is 7 days ARO			97.220C	4861.00
100FT		8	CORD F4SOLSDALUM-BK (PRIORITY) 4 SOL SOFT DRAWN ALUM TIE WIRE *** Green Cove #E-3575 ** Lead time 7 days ARO			8.665EA	866.50
*** Continued on Next Page ***							



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Quotation

Item #5.

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

QUOTE DATE	ORDER NUMBER
02/01/24	S013878574
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 3

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

SHIP TO:
 CITY OF GREEN COVE SPRINGS
 900 GUM ST
 GREEN COVE SPRINGS, 32043-2803
 904-297-7500 X3306

ORDERED BY: Jeremy

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
209762		QUOTE				Erich R Ewoldt	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
EMILY CATALI		02/01/24		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt		
7500FT		9	COND WIRE #2 AL TRIPLEX, CLAM (CHAMPION WIRE) ** Green Cove #E-3600 **	1.609EA	12067.50		
4000FT		10	COND D VIZSLA 6-2 AAAC NEUTRAL 500 COIL ** Green Cove #E-3610 ** Lead time is 7 days ARO	0.696EA	2784.00		
500FT		11	*ALAN 0611PLB 6 SOL SD BRE CU- 25 SPL/LB PLASTIC ** Green Cove #E-3650 ** LT is 7 days ARO	7.213EA	3606.50		

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

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Subtotal	93470.80
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	93470.80

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TRI-STATE UTILITY PRODUCTS, INC.
 160 GARRETT DRIVE
 HAVANA, FLORIDA 32333
 PHONE: 850-539-8088
 FAX: 850-539-8087

Item #5.

QUOTATION NUMBER

2008837-0000-02

GRCOVE

BILL TO: CITY OF GREEN COVE SPRINGS
 321 WALNUT STREET
 GREEN CV SPGS FL 32043

SHIP TO: CITY OF GREEN COVE SPRINGS
 900 W. GUM ST.
 GREEN CV SPGS FL 32043

CUSTOMER P.O. NO. RFQ 3

CUSTOMER P.O. NO. RFQ 3

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
2008837-0000-02	212	02/02/24	215	RFQ 3	
INSTRUCTIONS					PAGE NO.
					P 1

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
100				GL-413 477 (18/1) ACSR AUTOMATIC SPLICE ----- *QUOTING HUBBELL EQUAL* ----- *LEAD TIME = 120 DAYS* -----	EA		48.8000	4880.00
300				*GEP6138 GUY-ATTACHMENT, POLE-EYE PLATE ----- *QUOTING HUBBELL EQUAL* ----- *LEAD TIME = 30 DAYS* -----	EA		35.3000	10590.00
200				HLB-400 BRONZE HOT LINE CLAMP, RUN: #6sol - 400mcm TAP: #6sol - 4/0str ----- *QUOTING HUBBELL EQUAL* ----- *LEAD TIME = 14 DAYS* -----	EA		22.4000	4480.00

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
----------------------------	---------------	-------------------

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
STATE TAX	
PAYMENT REC'D.	

BY _____



TRI-STATE UTILITY PRODUCTS, INC.
 160 GARRETT DRIVE
 HAVANA, FLORIDA 32333
 PHONE: 850-539-8088
 FAX: 850-539-8087

Item #5.

QUOTATION NUMBER

2008837-0000-02

GRCOVE

BILL TO: CITY OF GREEN COVE SPRINGS
 321 WALNUT STREET
 GREEN CV SPGS FL 32043

SHIP TO: CITY OF GREEN COVE SPRINGS
 900 W. GUM ST.
 GREEN CV SPGS FL 32043

CUSTOMER P.O. NO. RFQ 3

CUSTOMER P.O. NO. RFQ 3

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
2008837-0000-02	212	02/02/24	215	RFQ 3	
INSTRUCTIONS					PAGE NO.
					P 2

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
200				BC-2/0 BRONZE HOT LINE CLAMP(#8SOL - 2/0 STR./S1520-CC) ----- *LEAD TIME = 2 DAYS* -----	EA		15.1500	3030.00
200				ASOD-570-1N #6-4/0 ACSR ALUM SIDE OPEN- ING DEAD END CLAMP ----- *LEAD TIME = 80 DAYS* -----	EA		20.2000	4040.00

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
----------------------------	---------------	-------------------

SUB TOTAL	27,020.00
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	0.00
STATE TAX	0.00
PAYMENT REC'D.	0.00

TOTAL AMT	27,020.00
-----------	-----------

BY _____



TRI-STATE UTILITY PRODUCTS, INC.
 160 GARRETT DRIVE
 HAVANA, FLORIDA 32333
 PHONE: 850-539-8088
 FAX: 850-539-8087

Item #5.

QUOTATION NUMBER

2008836-0000-02

GRCOVE

BILL TO: CITY OF GREEN COVE SPRINGS
 321 WALNUT STREET
 GREEN CV SPGS FL 32043

SHIP TO: CITY OF GREEN COVE SPRINGS
 900 W. GUM ST.
 GREEN CV SPGS FL 32043

CUSTOMER P.O. NO. RFQ 2 CUSTOMER P.O. NO. RFQ 2

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
2008836-0000-02	212	02/02/24	215	RFQ 2	

INSTRUCTIONS		PAGE NO.
		P 1

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
7500				CLAM-XLP #2 (7str) ALUM O.H. TRIPLEX CABLE w/ AAC NEUTRAL (500 FT COILS) ----- *QUOTING KINGWIRE - CLAM TRI AL XLP* ----- *KW ONLY STOCKS THIS ON 1800' PUT UPS 9 X 500' COILS + 4 X 800' COILS *	FT		0.9500	7125.00
10000				*VIZSLA DUPLEX AL XLP 6/2 ----- *QUOTING KINGWIRE* ----- *MOQ OF 10,000' * ----- *LEAD TIME = 110 DAYS*	EA		0.4900	4900.00
10800				*MUREX TRI AL XLP ----- *QUOTING KINGWIRE*	EA		1.6400	17712.00

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
STATE TAX	
PAYMENT REC'D.	

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
----------------------------	---------------	-------------------

BY _____



TRI-STATE UTILITY PRODUCTS, INC.
 160 GARRETT DRIVE
 HAVANA, FLORIDA 32333
 PHONE: 850-539-8088
 FAX: 850-539-8087

Item #5.

QUOTATION NUMBER

2008836-0000-02

GRCOVE

BILL TO: CITY OF GREEN COVE SPRINGS
 321 WALNUT STREET
 GREEN CV SPGS FL 32043

SHIP TO: CITY OF GREEN COVE SPRINGS
 900 W. GUM ST.
 GREEN CV SPGS FL 32043

CUSTOMER P.O. NO. RFQ 2 CUSTOMER P.O. NO. RFQ 2

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
2008836-0000-02	212	02/02/24	215	RFQ 2	

INSTRUCTIONS		PAGE NO.
		P 2

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				----- *MOQ OF 10,000' * ----- *9 X 1200' REELS = 10,800' * ----- *LEAD TIME = 110 DAYS* -----				

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
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SUB TOTAL	29,737.00
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	0.00
STATE TAX	0.00
PAYMENT REC'D.	0.00

TOTAL AMT	29,737.00
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BY _____



Item #5.
Quote



Entered Date 2/5/24	Taken By jlip	Customer # 1282	Order # 20132534-00
	Expiration Date 4/5/24	PO # Quote 02/07/24	Page # 1

Bill To CITY OF GREEN COVE SPRINGS 321 WALNUT ST GREEN COVE SPRINGS, FL 32043-3441	Ship To CITY OF GREEN COVE SPRINGS 321 WALNUT ST GREEN COVE SPRINGS, FL 32043-3441
--	--

Remit To Gresco Supply, Inc. PO Box 935922 Atlanta, GA 31193-5922

Please note that the quote's expiration date, pricing, and lead times are subject to change based on manufacturing updates. GRESKO will communicate any changes at the time the order is placed.

Instructions

Ship Point Gresco-Wildwood, FL	Via Gresco Truck	Shipped	Terms Net 30 Days	SlsRepln/Out jlip / asym
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Notes

Correspondence address: 1135 Rumble Road Forsyth GA 31029. If you have any questions, please do not hesitate to contact our Accounts Receivable department at ar@gresco.com. Thank you.

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	7659 SLEEVE AUTO397.5-477 7659 RELIABLE GL412 LEAD TIME: 2-3 WEEKS	100.00	EA	29.95	EA	2,995.00
2	E939JN ADAPTER PVC CLB RISER SHLD 2"-3"-4"X2" ADAPT LEAD TIME: 3-4 WEEKS	125.00	EA	82.50	EA	10,312.50
3	PCLOH54 CONN ELEC LUG W/ SHEAR B OLT 3/0 - 600 GRESKO STOCK	100.00	EA	53.37	EA	5,337.00
4	UGA-66-4 ATTACHMENT GUY UNIVERSAL INS & UN-INS GUY 21000# GRESKO STOCK	300.00	EA	10.00	EA	3,000.00
5	C1530 CLAMP HOTLINE CU BRONZE TAP 6-4/0 LEAD TIME: 2-3 WEEKS	200.00	EA	20.25	EA	4,050.00
6	HLC2108 CLAMP HOTLINE CU 8-2/0 TAP 8-2/0 BLACKBURN GRESKO STOCK	200.00	EA	14.70	EA	2,940.00

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(net)
7	AP2Y-601Y TRANSF CURRENT 200:5 EXTENDED LEAD TIME: 46-48 WEEKS	12.00	EA	205.25	EA	2,463.00
8	DEI-25/35 NS POLY SUSP DE RATED 28/35KV COMBO SP:12 LEAD TIME: 3-4 WEEKS	396.00	EA	15.80	EA	6,256.80
9	ASO-570-1N CLAMP DE STRAIGHT STRAIN 4-4/0ASO-570-1N SIDE OPN LEAD TIME: 2-3 WEEKS	200.00	EA	16.11	EA	3,222.00

9	Lines Total	Total Order Quantity	1,633.00		Subtotal	40,576.30
					Taxes	0.00
					Total	40,576.30



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** February 20, 2024
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval for staff to execute the Florida Farm Bureau Property Damage Release Form for reimbursement for a damaged fire hydrant in the amount of \$4,001.90.

BACKGROUND

A driver hit a fire hydrant at the intersection of Randall Rd and Knowles Rd. Staff filed a claim with insurance company in the amount of \$4,001.90. Form has been reviewed by City Attorney and approved for Council authorization.

FISCAL IMPACT

Return of \$4,001.90 to the Water Fund.

RECOMMENDATION

Approve signing of reimbursement form for labor and material to replace damaged fire hydrant.

PROPERTY DAMAGE RELEASE

Know all men by these presents:

That the Undersigned, being of lawful age, for sole consideration of Four Thousand One Dollars and 90/100***** Dollars (\$ 4,001.90) to be paid to CITY OF GREEN COVE SPRINGS do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge John E. Dodson, Monica K. Dodson and Kirra A. Dodson and his, her, their, or its agents, servants, successors, heirs, executors, administrators and employees from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen **Property Damage** and the consequences thereof resulting or to result from the occurrence on or about the 13th day of September, 2023, at or near 3904 Randall Road Green Cove Springs, Fl. 32043.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represents(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

The Undersigned has read the foregoing release and fully understands it.

“Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree (F.S. 817.234 (1))”

Signed, sealed and delivered this _____ day of _____.

Caution: Read Before Signing Below

Witness: _____


Witness: _____ Date Signed Signature

Date Signed



CITY OF GREEN COVE SPRINGS
PUBLIC WORKS DEPARTMENT

Memorandum

To: Kelly Law
From: Scott Schultz, Water Utilities Director/ctw 
Date: October 23, 2023
Subject: Reimbursable for damages to Hydrant on Randall Rd

Please see the attached cost detail for reimbursable services for Randall Road and Traffic Report. A citizen hit our Hydrant and it had to be replaced. The city's hydrant replacement material cost and labor amount are \$4001.90. And would you please add these funds back to 402-3033-500-4613. Send invoice to John Dodson 3354 Traceland Oak Ln Green Cove Springs, FL 32043

Thanks

cc: Null- Finance/D.S./file ctw

Service Request Details

Number	85345	Type	Repair
Date	9/13/2023 2:51:00PM	Assignee	
Status	Closed	Department	Water
Schedule	5.90	Taken By	Wainwright, Connie
Closed Date	9/19/2023 141.50	Priority	

Location	Randall Rd.
Feature	
District	West Of City Limits

Caller	PD,	Address	
Home Phone		City/State/Zip	Green Cove Springs, FL 32043
Work Phone		Caller Note	
Cell Phone		E Mail	

Description
 Randall Rd and Knowles repair hydrant hit by car

Contact Notes			
Date	Time	Made	Note
09/19/23	12:21	No	Request Closed: replaced broken fire hydrant

ACTIVITY COSTS								
Date	Act ID	Code	Employee Name	Hours	Reg Rate	OT Hours	OT Rate	Cost
09/19/2023	139,255c	1099	Alvarez, Josh	5.00	\$29.54			\$ 147.70
09/19/2023	139,255c	585	Nettles, Nathan	5.00	\$24.48			\$ 122.40
09/19/2023	139,255c	978	Santos, Daniel	5.00	\$29.36			\$ 146.80
				15.00	\$83.38		\$-	\$ 416.90
Date	Act ID	Code	Equipment Name	Hours/Miles	Rate	OT Hours		Cost
09/19/2023	139,255c	806D	Excavator 806D	5.00	\$75.00			\$ 375.00
09/19/2023	139,255c	809	Pickup 809	5.00	\$26.00			\$ 130.00
09/19/2023	139,255c	911	Pickup 911	5.00	\$26.00			\$ 130.00
				15.00	\$127.00		\$-	\$ 635.00
Date	Act ID	Code	Material Name	Quantity	Unit Cost	OT Hours		Cost
09/19/2023	139,255c	W	Warehouse	1.00	\$2,950.00			\$ 2,950.00
				1.00	\$2,950.00		\$-	\$ 2,950.00
Total Associated Costs								\$ 4,001.90

Closed Date 9/19/2023
Completion Time 12:21:00PM

FLORIDA TRAFFIC CRASH REPORT

LONG FORM SHORT FORM UPDATE
(Shaded Areas)

MAIL TO: DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES
 TRAFFIC CRASH RECORDS, NEIL KIRKMAN BUILDING
 TALLAHASSEE, FL 32399-0537

WAS DOT PROPERTY INVOLVED IN THIS CRASH?

TOTAL # OF VEHICLE SECTION(S) 1
 TOTAL # OF PERSON SECTION(S) 1
 TOTAL # OF NARRATIVE SECTION(S) 1

CRASH DATE 09/13/2023	TIME OF CRASH 1:45 PM	DATE OF REPORT 09/22/2023	REPORTING AGENCY CASE NUMBER 2023023797	HSMV CRASH REPORT NUMBER 25668289
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COUNTY CODE 48	CITY CODE 00	COUNTY OF CRASH CLAY	PLACE OR CITY OF CRASH UNINCORPORATED	CHECK IF WITHIN CITY LIMITS <input type="checkbox"/>	TIME REPORTED 1:50 PM	TIME DISPATCHED 2:06 PM	
TIME ON SCENE 2:27 PM	TIME CLEARED SCENE 3:07 PM	CHECK IF COMPLETED <input checked="" type="checkbox"/>	REASON (If Investigation NOT Complete)			Notified By: 1 Motorist <input checked="" type="checkbox"/>	2 Law Enforcement

ROADWAY INFORMATION (CHOOSE ONLY 1 OF 4 OPTIONS)

CRASH OCCURRED ON STREET, ROAD, HIGHWAY RANDALL RD	AT STREET ADDRESS # 3905	AT LATITUDE 29.887865	AND LONGITUDE -81.710285
AT FEET	MILES	N S E W <input checked="" type="checkbox"/>	AT/FROM INTERSECTION WITH STREET, ROAD, HIGHWAY
OR FROM MILEPOST #			

5 Road System Identifier 1 Interstate 2 U.S. 3 State 4 County 5 Local 6 Turnpike/Toll	2 Type of Shoulder 1 Paved 2 Unpaved 3 Curb	1 Type of Intersection 1 Not at Intersection 2 Four-Way Intersection 3 T-Intersection 4 Y-Intersection	2 Manner of Collision/Impact 5 Traffic Circle 6 Roundabout 7 Five-Point, or More 77 Other, Explain in Narrative
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CRASH INFORMATION (CHECK IF PICTURES TAKEN)

1 Light Condition 1 Daylight 2 Dusk 3 Dawn 4 Dark-Lighted 5 Dark-Not Lighted 6 Dark-Unknown Lighting 77 Other, Explain in Narrative 88 Unknown	1 Weather Condition 4 Fog, Smog, Smoke 5 Sleet/Hail 6 Freezing Rain 7 Blowing Sand, Soil 8 Dirt 9 Savana Crosswinds 77 Other, Explain in Narrative	2 Roadway Surface Condition 5 Oil 6 Mud, Dirt, Gravel 7 Sand 8 Water (standing/moving) 77 Other, Explain in Narrative 88 Unknown	1 School Bus Related 1 No 2 Yes, School Bus Directly Involved 3 Yes, School Bus Indirectly Involved	1 Manner of Collision/Impact 4 Sideswipe, same direction 5 Sideswipe, Opposite Direction 6 Rear to Side 7 Rear to Rear 77 Other, Explain in Narrative 88 Unknown
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39 First Harmful Event 1 No 2 Yes 88 Unknown	10 Location 1 On Roadway 2 Off Roadway 3 Shoulder 4 Median 6 Gore 7 Separator 8 In Parking Lane or Zone 9 Outside Right-of-way 10 Roadside 88 Unknown
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2 First Harmful Event Relation to Junction 5 Railway Grade Crossing 14 Entrance/Exit Ramp 15 Crossover - Related 16 Shared-Use of Path or Trail 17 Acceleration/Deceleration Lane 18 Through Roadway 77 Other, Explain in Narrative 88 Unknown	1 Contributing Circumstances: Road 1 None 4 Work Zone (construction/maintenance/utility) 6 Shoulders (none, low, soft, high) 7 Rut, Holes, Bumps	1 Contributing Circumstances: Environment 9 Worn, Travel-Polished Surface 10 Road Surface Condition (wet, icy, snow, slush, etc.) 11 Obstruction in Roadway 12 Debris 13 Traffic Control Device Inoperative, Missing or Obscured 14 Non-Highway Work 77 Other, Explain in Narrative 88 Unknown
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1 Work Zone Related 1 No 2 Yes 88 Unknown	1 Crash in Work Zone 1 Before the First Work Zone Warning Sign 2 Advance Warning Area 3 Transition Area 4 Activity Area 5 Termination Area	1 Type of Work Zone 1 Lane Closure 2 Lane Shift/Crossover 3 Work on Shoulder or Median 4 Intermittent or Moving Work 77 Other, Explain in Narrative	1 Workers in Work Zone 1 No 2 Yes 88 Unknown
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WITNESSES

NAME	ADDRESS	CITY & STATE	ZIP CODE
NAME	ADDRESS	CITY & STATE	ZIP CODE
NAME	ADDRESS	CITY & STATE	ZIP CODE

NON VEHICLE PROPERTY DAMAGE

VEH. # 1	PER #	PROPERTY DAMAGE - OTHER THAN VEH. FIRE HYDRANT	EST. AMT. 1000	OWNER'S NAME <input checked="" type="checkbox"/> (CHECK IF BUSINESS) CITY OF GREEN COVE SPRINGS	ADDRESS 5 ESPLANDE AVE	CITY & STATE GREEN COVE SPRINGS FL	ZIP CODE 32043
VEH. # 1	PER #	PROPERTY DAMAGE - OTHER THAN VEH. FENCE	EST. AMT. 700	OWNER'S NAME <input type="checkbox"/> (CHECK IF BUSINESS) ERVIN EDWARD ZIMMERMAN	ADDRESS 3904 RANDALL RD	CITY & STATE GREEN COVE SPRINGS FL	ZIP CODE 32043

VEHICLE # 1 Check if Commercial Reporting Agency Case Number 2023023797 HSMV Crash Report Number 25668289

1 Vehicle in Transport 2 Parked Motor Vehicle 3 Working Vehicle 1 VEHICLE LICENSE NUMBER AP14IG STATE FL REGISTRATION EXPIRES 11/15/2023 Check if Permanent Registration VIN 1FMCU9G84HUC52991

Hit and Run 1 No 2 Yes 88 Unknown 1 YEAR 2017 MAKE FORD MODEL UT STYLE UTILITY COLOR GRAY - GRY DAMAGE: 1 Disabling 2 Functional 3 None 4 Minor 88 Unknown 1 EST. AMOUNT \$2,500.00

INSURANCE COMPANY (DRIVER) FLORIDA FARM BUREAU CAS INSURANCE POLICY NUMBER 090200099189 Towed due to Damage 1 No 2 Yes 2 VEHICLE REMOVED BY OWNER ARRANGED 1. Rotation 2. Owner Request 3. Driver 4. Other, Explain in Narrative 2

NAME OF VEHICLE OWNER (CHECK IF BUSINESS) JOHN EDWARD DODSON CURRENT ADDRESS 3354 TRACELAND OAK LN CITY & STATE GREEN COVE SPRINGS FL ZIP 32043

Trailer One: LICENSE NUMBER STATE REGISTRATION EXPIRES Check if Permanent Registration VIN YEAR MAKE LENGTH AXLES

Trailer Two: LICENSE NUMBER STATE REGISTRATION EXPIRES Check if Permanent Registration VIN YEAR MAKE LENGTH AXLES

VEHICLE TRAVELING N S E W Off-Road Unknown ON STREET, ROAD, HIGHWAY RANDALL RD AT EST. SPEED 25 POSTED SPEED 25 TOTAL LANES 2

HAZ. MAT. RELEASED 1 No 2 Yes 88 Unknown HAZ. MAT. PLACARD 1 No 2 Yes 88 Unknown NUMBER CLASS

MOTOR CARRIER NAME US DOT NUMBER

MOTOR CARRIER ADDRESS CITY STATE ZIP CODE PHONE NUMBER

Vehicle Body Type 88 15 Low Speed Vehicle 16 (Sport) Utility Vehicle 17 Cargo Van (10,000 lbs (4,536 kg) or less) 18 Motor Coach 19 Other Light Trucks (10,000 lbs (4,536 kg) or less) 20 Medium/Heavy Trucks (more than 10,000 lbs (4,536 kg)) 21 Farm Labor Vehicle 77 Other, Explain in Narrative 88 Unknown

Trafficway 1 1 Two-Way, Not Divided 2 Two-Way, Not Divided, with a Continuous Left Turn Lane 3 Two-Way, Divided, Unprotected (painted >4 feet) Median 4 Two-Way, Divided, Positive Median Barrier 5 One-Way Trafficway 88 Unknown

Commercial Motor Vehicle Configuration 1 Vehicle 10,000 lbs or less Placarded for Hazardous Materials 2 Single-Unit Truck (2-axle and GVWR more than 10,000 lbs (4,536 kg)) 3 Single-Unit Truck (3 or more axles) 4 Truck Pulling Trailer(s) 5 Truck Tractor (bobtail) 6 Truck Tractor/Semi-Trailer 7 Truck Tractor/Double Truck 8 Tractor/Triples 9 Truck more than 10,000 lbs (4,536 kg), Cannot Classify 10 Bus/Large van (seats for 9-15 occupants, including driver) 11 Bus (seats for more than 15 occupants, including driver) 77 Other, Explain in Narrative 88 Unknown

Comm/Non-Commercial 1 Interstate Carrier 2 Intrastate Carrier 3 Not in Commerce/Government 4 Not in Commerce/Other Truck

Trailer Type 1 Single Semi Trailer 2 Tandem Semi Trailer 3 Tank Trailer 4 Saddle Mount/Trailer 5 Boat Trailer 6 Utility Trailer 7 House Trailer 8 Pole Trailer 9 Towed Vehicle 10 Auto Transport 77 Other, Explain in Narrative 88 Unknown

Cargo Body Type 1 No Cargo 2 Bus 3 Van/Enclosed Box 4 Hopper 5 Pole-Trailer 6 Cargo Tank 7 Flatbed 8 Dump 9 Concrete Mixer 10 Auto Transport 11 Garbage/Refuse 12 Log 13 Intermodal Container Chassis 14 Vehicle Towing Another Vehicle 15 Not Applicable (vehicle 10,000 lbs (4,536 kg) or less not displaying HM placard) 77 Other, Explain in Narrative 88 Unknown

Comm GVWR/GCWR 4 1 10,000 lbs (4,536 kg) or less 2 10,001-26,000 lbs (4,536-11,793kg) 3 More than 26,000 lbs (11,793kg) 4 Not Applicable

Collision with Non-Fixed Object 10 Pedestrian 11 Pedalcycle 12 Railway Vehicle (train, engine) 13 Animal 14 Motor Vehicle in Transport 15 Parked Motor Vehicle 16 Work Zone/Maintenance Equipment 17 Struck By Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle 18 Other Non-Fixed Object

Collision Fixed Object 19 Impact Attenuator/Crash Cushion 20 Bridge Overhead Structure 21 Bridge Pier or Support 22 Bridge Rail 23 Culvert 24 Curb 25 Ditch 26 Embankment 27 Guardrail Face 28 Guardrail End

Emergency Vehicle Use 1 1 No 2 Yes 88 Unknown

Most Harmful Event 39 Non-Collision 1 Overturn/Rollover 2 Fire/Explosion 3 Immersion 4 Jackknife 5 Cargo/Equipment Loss or Shift 6 Fall/Jumped From Motor Vehicle 7 Thrown or Falling Object 8 Ran into Water/Canal 9 Other Non-Collision

Sequence of Events 1st 39 2nd 32 3rd 37 4th

Roadway Grade 1 1 Level 2 Hillcrest 3 Uphill 4 Downhill 5 Sag (bottom)

Roadway Alignment 1 1 Straight 2 Curve Right 3 Curve Left

Vehicle Maneuver Action 3 1 Straight Ahead 2 Turning Left 3 Turning Right 4 Backing 5 Changing Lanes 8 Parked 10 Making U-Turn 11 Overtaking/Passing 13 Stopped in Traffic 14 Slowing 15 Negotiating a Curve 16 Leaving Traffic Lane 17 Entering Traffic Lane 77 Other, Explain in Narrative 88 Unknown

Traffic Control Device For This Vehicle 1 1 No Controls 4 School Zone Sign/Device 5 Traffic Control Signal 6 Stop Sign 7 Yield Sign 8 Flashing Signal 9 Railway Crossing Device 10 Person (including Flagman, Officer, Guard, etc.) 77 Other, Explain in Narrative 88 Unknown

Vehicle Defects 1 1 None 2 Brakes 3 Tires 4 Lights (head, signal, tail) 6 Steering 7 Wipers 9 Exhaust System 10 Body, Doors 11 Power Train 12 Suspension 13 Wheels 14 Windows/Windshield 15 Mirrors 16 Truck Coupling 17 Trailer Hitch/Safety Chains 77 Other, Explain in Narrative 88 Unknown

Special Function of Motor Vehicle 1 1 No Special Function 2 Farm Vehicle 3 Police 7 Taxi 8 Military 9 Ambulance 10 Fire Truck 11 Farm Labor Transport 12 School Bus 13 Transit/Commuter Bus 14 Intercity Bus 15 Charter/Tour Bus 16 Shuttle Bus 17 Farm Labor Bus 88 Unknown

PERSON #	NAME OF VIOLATOR	FL STATUTE NUMBER	CHARGE	CITATION NUMBER

PERSON # 1

Reporting Agency Case Number 2023023797

HSMV Crash Report Number 25688289

1 Driver 2 Non-Motorist 3 Passenger	VEHICLE # 1	NAME ASHLYN DODSON	PHONE NUMBER (904) 807-4008	Check if Recommended Driver Re-exam <input type="checkbox"/>
CURRENT ADDRESS (Number and Street) 3354 TRACELAND OAK LN		CITY & STATE GREEN COVE SPRINGS FL	ZIP CODE 32043	
DATE OF BIRTH 4/11/2007	SEX: 1 Male 2 Female 88 Unknown	DRIVERS LICENSE NUMBER D325501076310	STATE FL	EXPIRES 4/11/2030
			INJURY SEVERITY (INJ) 1 None 2 Possible 3 Non-Incapacitating	4 Incapacitating 5 Fatal (within 30 days) 6 Non-Traffic Fatality

DL Type 1A 2 B 3 C 4 D/Chauffeur 5 E/Operator 6 E/Oper-Rost 7 None	Required Endorsements 1 Yes 2 No 3 No Req. Endorsement	1st 25	DRIVER 1 No Contribution Action 2 Operated MV in Careless or Negligent Manner 3 Failed to Yield Right-of-Way 4 Improper Backing 6 Improper Turn	at Time of Crash 26 Ran off Roadway 27 Disregarded other Traffic Sign 28 Disregarded Other Road Markings 29 Over-Correcting/Over Steering	3rd	Condition At Time of Crash 1 Apparently Normal 3 Asleep or Fatigued 5 Ill (sick) or Fainted 6 Seizure, Epilepsy, Blackout 7 Physically Impaired 8 Emotional (depression, angry, disturbed, etc.) 9 Under the Influence of Medications/Drugs/Alcohol 77 Other, Explain in Narrative 88 Unknown
Driver Distracted By 1 Not Distracted 2 Electronic Communication Devices (cell phone, etc.) 3 Other Electronic Device (navigation device, DVD player)	4 Other inside the Vehicle (explain in narrative) 5 External Distraction (outside the vehicle, explain in narrative) 6 Texting 7 Inattentive 88 Unknown	2nd	10 Followed too Closely 11 Ran Red Light 12 Drove too Fast for Conditions 13 Ran Stop Sign 15 Improper Passing 17 Exceeded Posted Speed 21 Wrong Side of Wrong Way 25 Failed to Keep in Proper Lane	30 Swerved or Avoided : Due to Wind, Slippery Surface, MV, Object, Non-Motorist in Roadway, etc. 31 Operated MV in Erratic, Reckless or Aggressive Manner 77 Other Contributing Action	4th	

DRIVER VISION OBSTRUCTIONS 1 Vision Not Obscured 2 Inclement Weather 3 Parked/Stopped Vehicle 4 Trees/Crops/Bushes	5 Load on Vehicle 6 Building/Fixed Object 7 Signs/Billboards 8 Fog	9 Smoke 10 Glare 77 All Other, Explain in Narrative	Helmet Use (HU) 1 DOT-Compliant Motorcycle Helmet 2 Other Helmet 3 No Helmet	Eye Protection (EP) 1 Yes 2 No 3 Not Applicable	3 Restraint Systems (RS) 1 Not Applicable (non-motorist) 2 None Used - Motor Vehicle Occupant 3 Shoulder and Lap Belt Used 4 Shoulder Belt Only Used 5 Lap Belt Only Used 6 Restraint Used - Type Unknown 7 Child Restraint System - Forward Facing 8 Child Restraint System - Rear Facing 9 Booster Seat 10 Child Restraint Type Unknown 77 Other, Explain in Narrative
DRIVER OR PASSENGER Motor Vehicle Seating Position: Seat Row Other 1 Left 1 Front 1 Not Applicable 2 Middle 2 Second 2 Sleeper Section of Truck Cab 3 Right 3 Third 3 Other Enclosed Cargo Area 77 Other (explain in narrative) 4 Fourth 4 Unenclosed Cargo Area 88 Unknown 77 Other Row 5 Trailing Unit 88 Unknown 6 Riding on Motor Vehicle Exterior (non-trailing unit) 88 Unknown		Ejection (EJECT) 1 Not Ejected 2 Ejected, Totally 3 Ejected, Partially 4 Not Applicable 88 Unknown	Air Bag Deployed 1 Not Applicable 2 Not Deployed 3 Deployed-Front 4 Deployed-Side 5 Deployed-Other (knee, air belt, etc.) 8 Deployed-Combination 7 Deployed-Curtain 88 Deployment Unknown		

Non-Motorist Description 1 Pedestrian 2 Other Pedestrian (wheelchair, person in a building, skater, pedestrian conveyance, etc.) 3 Bicyclist 4 Other Cyclist 5 Occupant of Motor Vehicle Not in Transport (parked, etc.) 8 Occupant of a Non-Motor Vehicle Transportation Device 7 Unknown Type of Non-Motorist	Non-Motorist Location At Time of Crash 1 Intersection - Marked Crosswalk 2 Intersection - Unmarked Crosswalk 3 Intersection - Other Midblock - Marked Crosswalk 4 Midblock - Marked Crosswalk 5 Travel Lane - Other Location 6 Bicycle Lane 7 shoulder/Roadside	8 Sidewalk 9 Median/Crossing Island 10 Driveway Access 11 Shared-Use Path or Trail 12 Non-Trafficway Area 77 Other, Explain in Narrative 88 Unknown	Action Prior to Crash 1 Crossing Roadway 2 Waiting to Cross Roadway 3 Walking/Cycling Along Roadway with Traffic (in or adjacent to travel lane) 4 Walking/Cycling Along Roadway Against Traffic (in or adjacent to travel lane) 5 Walking/Cycling on Sidewalk 6 In Roadway -- Other (working, playing, etc.) 7 Adjacent to Roadway (e.g., shoulder, median) 8 Going to or from School (K-12) 9 Working in Trafficway (incident response) 10 None 77 Other, Explain in Narrative 88 Unknown
Safety Equipment 1 None 2 Helmet 3 Protective Pads Used (elbows, knees, shins, etc.) 4 Reflective Clothing (jacket, backpack, etc.)	5 Lighting 6 Not Applicable 77 Other, Explain in Narrative 88 Unknown	Non-Motorist Actions/Circumstances 1 No Improper Action 2 Dart/Dash 3 Failure to Yield Right-of-Way 4 Failure to Obey Traffic Signs, Signals, or Officer 5 In Roadway Improperly (standing, lying, working, playing) 6 Disabled Vehicle Related (working on, pushing, leaving/approaching)	7 Entering/Exiting Parked/Standing Vehicle 8 Inattentive (talking, eating, etc.) 9 Not Visible (dark clothing, no lighting, etc.) 10 Improper Turn/Merge 11 Improper Passing 12 Wrong-Way Riding or Walking 77 Other, Explain in Narrative 88 Unknown

SUSPECTED ALCOHOL USE: 1 No 2 Yes 88 Unknown	ALCOHOL TESTED: 1 Test Not Given 2 Test Refused 3 Test Given 88 Unknown, if Tasted	ALCOHOL TEST TYPE: 1 Blood 2 Breath 3 Urine 77 Other, Explain in Narrative	ALCOHOL TEST RESULT: 1 PENDING 2 COMPLETED 88 UNKNOWN	BAC 1 No 2 Yes 88 Unknown	SUSPECTED DRUG USE: 1 No 2 Yes 88 Unknown	DRUG TESTED: 1 Test Not Given 2 Test Refused 3 Test Given 88 Unknown, if Tested	DRUG TEST TYPE: 1 Blood 3 Urine 77 Other, Explain in Narrative	DRUG TEST RESULT: 1 Positive 2 Negative 3 Pending 88 Unknown
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SOURCE OF TRANSPORT TO MEDICAL FACILITY 1 Not Transported 2 EMS 3 Law Enforcement 77 Other, Explain in Narrative	EMS AGENCY NAME OR ID	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
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PERSON #	VEHICLE #	NAME	DATE OF BIRTH	INJ	SEX	LOC	S	R	O	EJECT	HU	EP	ABD	RS
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CURRENT ADDRESS (Number and Street)	CITY	STATE	ZIP CODE
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SOURCE OF TRANSPORT TO MEDICAL FACILITY 1 Not Transported 2 EMS 3 Law Enforcement 77 Other, Explain in Narrative 88 Unknown	EMS AGENCY NAME OR ID	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
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PERSON #	VEHICLE #	NAME	DATE OF BIRTH	INJ	SEX	LOC	S	R	O	EJECT	HU	EP	ABD	RS
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CURRENT ADDRESS (Number and Street)	CITY	STATE	ZIP CODE
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SOURCE OF TRANSPORT TO MEDICAL FACILITY 1 Not Transported 2 EMS 3 Law Enforcement 77 Other, Explain in Narrative 88 Unknown	EMS AGENCY NAME OR ID	EMS RUN NUMBER	MEDICAL FACILITY TRANSPORTED TO
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NARRATIVE

Reporting Agency Case Number
2023023797

HSMV Crash Report Number
25668269

V1 was traveling westbound on Randall rd. V1 was attempting to take a left hand turn onto Knowles Rd. When V1 left the pavement and hit the dirt of Knowles Rd, her front end slid out of control. V1 slid forward striking a fire hydrant. V1 continued forward glancing off a tree, and she collided with the fence at 3904 Randall Rd, where she came to rest. D1 stated that when she turned onto Knowles Rd she lost control and went off the roadway.

There were no injuries reported or observed, at the scene.

D1 is at fault for failure to maintain a proper lane.

ADDITIONAL PASSENGERS

PERSON #	VEHICLE #	NAME	DATE OF BIRTH	INJ	SEX	LOC: S	R	O	E/EJECT	HU	EP	ABD	RS
CURRENT ADDRESS (Number and Street)			CITY			STATE			ZIP CODE				
SOURCE OF TRANSPORT TO MEDICAL FACILITY <small>1 Not Transported 2 EMS 3 Law Enforcement 77 Other, Explain in Narrative 98 Unknown</small>			EMS AGENCY NAME OR ID			EMS RUN NUMBER			MEDICAL FACILITY TRANSPORTED TO				
CURRENT ADDRESS (Number and Street)			CITY			STATE			ZIP CODE				
SOURCE OF TRANSPORT TO MEDICAL FACILITY <small>1 Not Transported 2 EMS 3 Law Enforcement 77 Other, Explain in Narrative 98 Unknown</small>			EMS AGENCY NAME OR ID			EMS RUN NUMBER			MEDICAL FACILITY TRANSPORTED TO				

ADDITIONAL VIOLATIONS

PERSON #	NAME OF VIOLATOR	FL STATUTE NUMBER	CHARGE	CITATION NUMBER

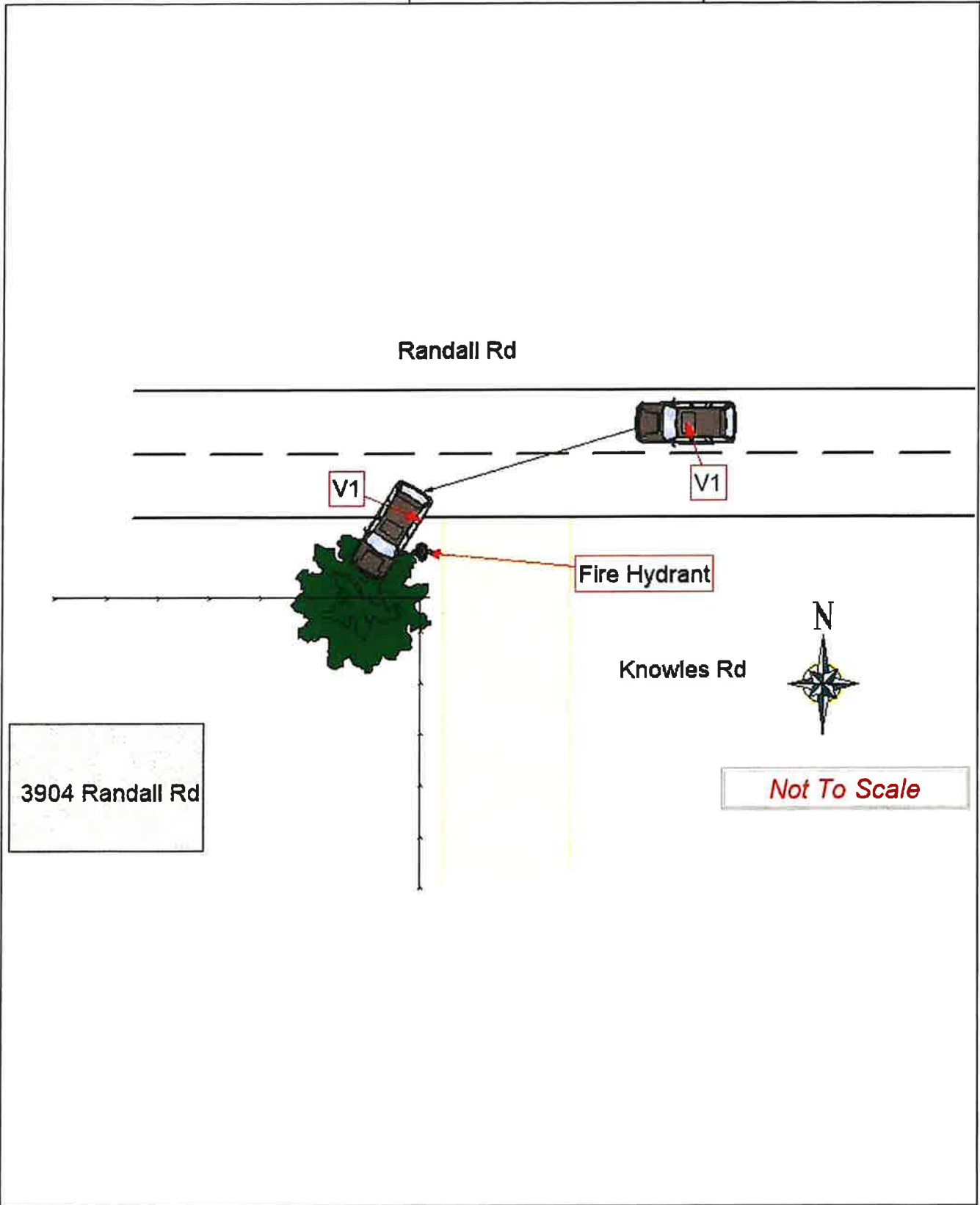
REPORTING OFFICER

ID/BADGE # 08323	RANK PSA	OFFICER NAME G.WHITE	DEPARTMENT CLAY COUNTY SHERIFFS OFFICE	TYPE OF DEPT. SHERIFF'S OFFICE (SO)
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DIAGRAM

REPORTING AGENCY CASE NUMBER
2023023797

HSMV CRASH REPORT NUMBER
25668289





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** February 20, 2023
FROM: Greg Bauer
SUBJECT: City Council approval of a task order to Mittauer and Associates for the lump sum amount of \$300,000 for design and permitting for the Oakridge Avenue Basin project.

BACKGROUND

On the 12/19/23 Regular Session, The City Council passed Resolution No. R-26-2023, authorizing the City to borrow an amount not to exceed \$8,560,000.00 to finance the acquisition and construction of certain improvements to the City's Stormwater utility. Staff solicited Mittauer and Associates, one of our continuing services engineers, to design and permit the Oakridge Avenue Basin project.

The improvements, which will be provided on Oakridge Avenue, N. Highland Avenue, Walnut Street, Street, Center Street, North Street, and Martin Luther King Junior Blvd. will include the replacement of 7,752 feet of stormwater pipe, 680 tons of asphalt replacement, 14,504 feet of curb replacement, 38,000 feet of landscape replacement, installation of one (1) new pond and 48 inlets to be replaced. The new stormwater pipe will replace a nearly 50-year-old stormwater piping that is now undersized due to new development that has been constructed over that same timeframe. The construction cost for this new project is estimated at \$3,000,000.

FISCAL IMPACT

\$300,000.00 - Stormwater CIP.

RECOMMENDATION

Authorize the Mayor to execute a task order to Mittauer and Associates for the lump sum amount of \$300,000 for design and permitting for the Oakridge Avenue Basin project.



February 14, 2024

Mr. Greg Bauer, Public Works Field Supervisor/Safety Officer
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

RE: Engineering Services Agreement
Oakridge Drainage Basin
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-19-1

Dear Mr. Bauer:

We are pleased to present the following Engineering Services proposal related to the City's desired drainage improvements to the Oakridge Drainage Basin project area generally bounded by MLK, Jr. Blvd (North), N. Highland Ave. (East), Spring Street (South) and N. Oakridge Ave. (West) as further defined herein. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Green Cove Springs, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer will prepare construction drawings and specifications for drainage improvements that are generally anticipated to include grading modifications, inlets, piping, and other system modifications to enhance drainage in the project area. More specifically, the City of Green Cove Springs wishes to correct ongoing drainage issues in the area generally bounded by MLK, Jr. Blvd (North), N. Highland Ave. (East), Spring Street (South) and N. Oakridge Ave. (West). This area is an existing residential community which is largely built out. Presently the area is largely served by an open drainage system with piped conveyance on Highland Avenue/Forbes St./Oakridge/MLK and discharge back to open drainage adjacent to Vera Francis Hall Park. Pipe sizing along this route is inconsistent. Portions of the conveyance system are not sized appropriately. Pipe sizes decrease in the direction of flow rather than increase, creating localized drainage issues. The system discharges to Governors Creek, an impaired water body determined by FDEP, and improvements may require treatment of the stormwater to remove nutrients prior to release. The concept for the improved system includes a stormwater pond that may achieve that requirement.

The general limits are provided within **Figure 1**.

City of Green Cove Springs, Florida
 Engineering Services Agreement
 February 14, 2024
 Page 2

Services to complete the aforementioned scope of work are summarized as follows:

ITEM A - ENGINEERING DESIGN SERVICES

Civil Engineering Design: Provide an engineered design using ICPR or similar software of the proposed drainage improvements to include collection system design (Inlets, Manholes Open Drainage and Conveyance Piping), treatment system design (Stormwater Pond, Outfall Structure and Discharge Protections), as well as all proposed restoration.

Deliverables: 30/60/90/Bid Format:

- 30 percent submittal shall include concept drawings of the project including preliminary sizing of project features; Opinion of Probable Cost; Specification Table of Contents.
- 60 percent submittal shall include a full set of engineered drawings ready for permitting; Incorporation of Client comments generated by the 30 percent submittal; Updated Opinion of Probable Cost; Preliminary Specifications.
- 90 percent submittal shall include a full set of engineered drawings ready for final submittal to permitting agencies; Incorporation of all agency and Client comments generated from 60 percent submittal; Incorporation of internal QA/QC review comments; Updated Opinion of Probable Cost; Final Specifications.
- Bid Documents: Complete package of all engineering documents necessary to Bid the project; Documents shall incorporate all final Client and agency comments.

ITEM B - TOPOGRAPHIC, BOUNDARY & WETLAND SURVEY

Topographic Survey: Provide an in-house topographic survey of the right of way plus 25 feet occurring within the area bounded by MLK, Jr. Blvd (North), N. Highland Ave. (East), Spring Street (South) and N. Oakridge Ave. (West). The survey shall provide a Quality Level C utility review.

Right of Way Boundary Survey: Provide a 3rd party PLS survey of all right of ways within the area bounded by MLK, Jr. Blvd (North), N. Highland Ave. (East), Spring Street (South) and N. Oakridge Ave. (West). The survey shall describe metes and bounds of all ROW; identify any physical encroachments into the ROW; and identify any easements within the survey area.

Wetland Survey: Provide a legal description of any wetland line impacted or adjacent to the project area. Special consideration is to be given to the point of discharge and outfall to Governors Creek

City of Green Cove Springs, Florida
Engineering Services Agreement
February 14, 2024
Page 3

ITEM C - SUBSURFACE UTILITY ENGINEERING

Subsurface Utility Engineering: Engage a Subconsultant to provide up to 24 soft dig excavations to identify and locate existing buried utilities within the project area. The locations of the digs shall be linked to the 60% design location of proposed drainage features.

ITEM D - ENVIRONMENTAL SCIENCE

Environmental Science Consulting: Engage a subconsultant to provide environmental science assistance in identifying and locating jurisdictional wetlands, endangered species and other environmentally sensitive aspects of the project. The assistance shall include field surveys, agency coordination and permit assistance.

ITEM E - GEOTECHNICAL INVESTIGATION

Geotechnical Engineering: Engage a subconsultant to collect and analyze in-situ soil information through soil borings, field testing and laboratory work for the purpose of advising the designer of soil characteristics such as shrink/swell, stiffness, fines content, permeability and load bearing capacity among others.

ITEM F - PERMITTING

Permitting: Prepare and submit applications to the following agencies for the permits and/or permit exemptions noted.

SJRWMD: ERP

FDEP/SJRWMD: State 404

ACOE: SPGP

City of Green Cove Springs: Technical Review Committee

Respond to agency requests for information (RAI). Attend agency review meetings as required.

ITEM G - CONSTRUCTION BIDDING SERVICES (NOT INCLUDED)

Bidding: This project may require the Engineers assistance in order to advertise and bid the improvements. If necessary, the Engineer shall, upon request, provide a scope of services for the Clients consideration as a separate authorization.

City of Green Cove Springs, Florida
Engineering Services Agreement
February 14, 2024
Page 4

ITEM H - CONSTRUCTION ADMINISTRATION SERVICES (NOT INCLUDED)

Construction Administration: This project may require the Engineers assistance with regard to Construction Administration.. If necessary, the Engineer shall, upon request, provide a scope of services for the Clients consideration as a separate authorization.

CONDITIONS AND EXCLUSIONS

The following items are excluded from the Engineer's scope of work:

- Client shall provide copies of all available Client records as may be required for the Engineer to complete these services.
- The Client shall provide all regulatory agency permit application fees and related items required by the agencies, as well as copies of boundary surveys, plat maps, aerial and/or tax maps that may be available to the Client.
- Should land acquisition or easements be required for this project, the Client shall provide all services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, recording fees, or value engineering.
- Grant funding applications or Grant Administration.
- Bid Administration and Construction Administration
- Resident (part-time or full-time) observation services.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

City of Green Cove Springs, Florida
Engineering Services Agreement
February 14, 2024
Page 5

SCHEDULE OF FEES

The Engineer shall be paid the following lump sum fees:

For Item A - Engineering Design Services	=	\$143,000
For Item B - Topographic, Boundary, Wetland Survey	=	\$80,000
For Item C - Subsurface Utility Engineering	=	\$20,000
For Item D - Environmental Science	=	\$12,000
For Item E - Geotechnical Investigation	=	\$20,000
For Item F - Permitting	=	\$25,000
For Item G - Construction Bidding Services	=	NIC
For Item H - Construction Administration Services	=	<u>NIC</u>
TOTAL	=	\$300,000

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,
Mittauer & Associates, Inc.

Accepted by:
City of Green Cove Springs, Florida

Joseph A. Mittauer, P.E.
President

By: _____

Date: _____

JAM/JRS/MPT/aem

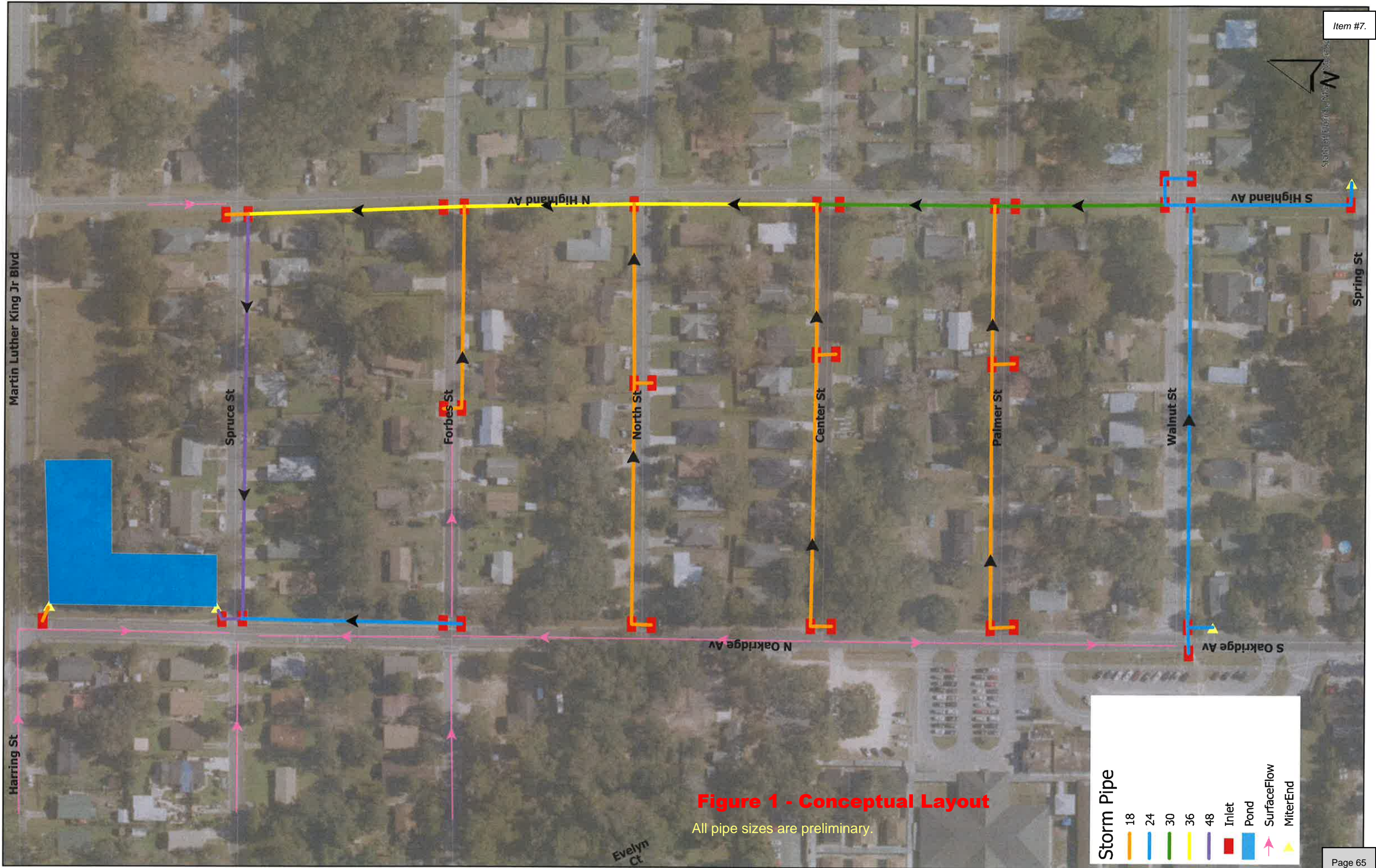


Figure 1 - Conceptual Layout

All pipe sizes are preliminary.

Storm Pipe	
18	24
30	36
48	Inlet
Pond	SurfaceFlow
MiterEnd	



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** February 20, 2024

FROM: Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Review and approval of a temporary street closure for a portion of Walnut Street abutting School Board property for the BOCC and Vietnam Veterans TAPS Monument Committee Annual Vietnam Veterans Ceremony. *Michael Daniels*

BACKGROUND

Karen Smith, on behalf of Clay County BOCC, is requesting temporary closure of a portion of Walnut Street between (shown on the attached map) to increase safety for event attendants at their annual Vietnam Veterans Ceremony, being held on Saturday, March 23, 2024. The event will be from 10:00am to 12:30pm with setup starting at 7:00am and breakdown ending at 2:00pm.

GCSPD is willing to assist with parking and traffic management.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approve the partial temporary closure of Walnut Street on March 23, 2024 as shown on the map provided with the Staff Report and waive the \$50.00 permit fee.



City of Green Cove Springs Special Event Application

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

EVENT SUMMARY

Event Title Vietnam Veterans Ceremony
Description Ceremony will recognize Vietnam Veterans, friends and family. The event will be held at the TAPS monument located at the Historical Courthouse. Half day event

- Event Purpose**
- | | | |
|--|---|-----------------------------------|
| <input type="checkbox"/> Promotional Event | <input type="checkbox"/> Concert/Performance | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Fundraiser | <input type="checkbox"/> Parade/Procession/March | <input type="checkbox"/> Walk/Run |
| <input type="checkbox"/> Outdoor Market | <input checked="" type="checkbox"/> Community Gathering | <input type="checkbox"/> Other |

If other, please describe: _____

Estimated Attendance Peak _____ Average Per Day _____ Total 300

Event Website see attached flyer

Date/Time

Day of Event: Sat. March 23, 2024 Set-Up: 7:00 AM PM
Start/End Time: 10:00-12:30 Breakdown: 2:00 AM PM

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

Location 915 Walnut Street. TAPS monument site located at Historical Courthouse

For safety purposes wish to close portion of Walnut Street between School Board Property and Courthouse.

Area of Event Site (SqFt or Acres): _____

APPLICANT

Host Organization (if any)

Name	Partnership between BCC and Vietnam Veterans TAPS monument committee
Address	PO Box 1366, GCS
Phone Number	904-278-3735
Email	karen.thomas@claycountygov.com

Contact Person

Name	Karen Smith
Address	PO Box 1366, GCS
Phone Number	904-278-3735
Email	karen.thomas@claycountygov.com

VENUE SPECIFICS

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

YES NO

Are you requesting the closure of any roads or public parking spaces in conjunction with this event? If yes, please provide details. _____
Section of Walnut between School Board and Historical Courthouse

NOTE: Road closures must be approved by City Council.

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

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

Will there be any tents / canopies used as part of the event? If yes, please indicate how many and what size(s). one 20 x 40. Tent will be on County Property

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

SUBMISSION INFORMATION

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

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

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

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

FEES

Minor Event: \$50

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

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

AFFIDAVIT OF APPLICANT

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

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

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

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

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

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

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

Applicant Signature	<u>Karen Smith</u>
Applicant Printed Name	<u>Karen Smith</u>
Applicant Title(if any)	<u>TAPS Monument Committee Member</u>
Date	<u>2/10/24</u>

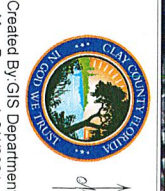


0 30 60 120 180 240 300 Feet

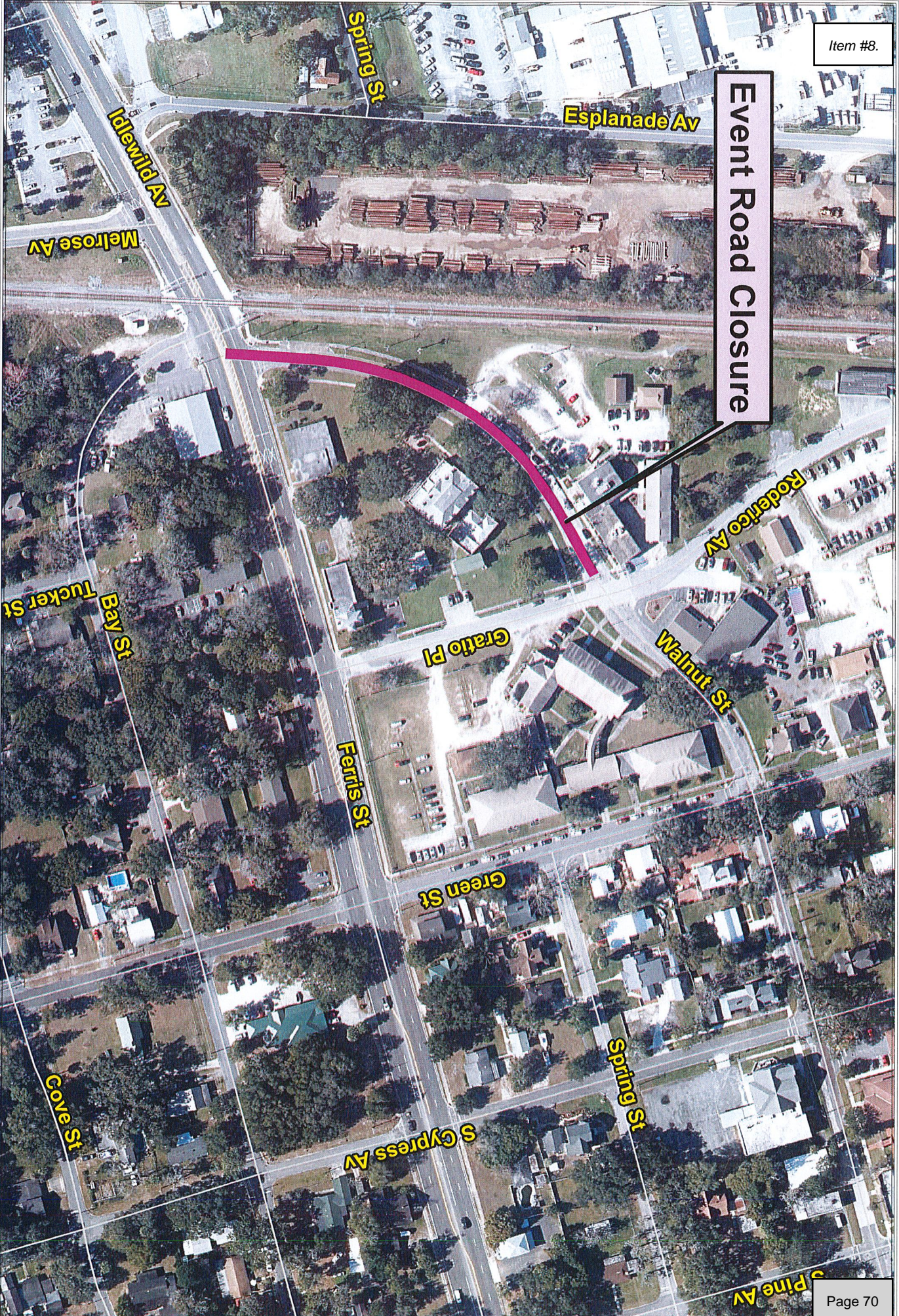
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Vietnam Veterans Day Location Map

*Vietnam Veterans Day Location Map
Clay County, Florida*



Created By: GIS Department
Date: November 21, 2014



Item #8.

Event Road Closure

VIETNAM VETERANS DAY ★ CEREMONY ★

REMEMBER OUR FALLEN

"ALL GIVE SOME GAVE ALL"



**Saturday, March 23, 2024
10:00 a.m.**

**TAPS Monument
915 Walnut Street
Green Cove Springs, FL**

Join us as we recognize the sacrifices made by the Vietnam Era veterans and their families.

In Partnership



*"I pray
anguish of
the cherishe
the solemn p
so costly a sa*

*ment, and leave you only
the loved and lost, o
rs, to have
of freedo*



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** February 20, 2024

FROM: Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Review and approval of a temporary street closure for a portion of Spring Street, Ferris Avenue and St. Johns Avenue abutting Spring Park for the Jacksonville Jazz Society's Jazz Jam at Spring Park. *Michael Daniels*

BACKGROUND

Rainy Williams, on behalf of the Jacksonville Jazz Society, is requesting temporary closure of a portion of Spring Street, Ferris Avenue and St. Johns Avenue abutting Spring Park (shown on the attached map) to increase safety for event attendants and allowance for food truck parking at their Jazz Jam in Spring Park, being held on Saturday, April 20, 2024. The event will be from 3:00pm to 5:30pm with setup starting at 2:00pm and breakdown ending at 6:00pm.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approve the partial temporary closure of a portion of Spring Street, Ferris Avenue and St. Johns Avenue abutting Spring Park on April 20, 2024 as shown on the map provided with the Staff Report and waive the \$50.00 permit fee and gazebo rental fees.

**City of Green Cove Springs
Special Event Application**



Item #10.

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

EVENT SUMMARY (JJS)

The JACKSONVILLE JAZZ Society[^] presents: 2024

Event Title	Jazz Jam at Spring Park		
Description	each year our society hosts an April scholarship fund-raiser event in support of Jazz Appreciation month (national + Inter-national observance). event also supports live jazz performance, and used to increase membership in our society and increase		
Event Purpose	Promotional Event (Fundraiser)	(Concert/Performance) Parade/Procession/March Community Gathering	Festival Walk/Run Other scholarship funds.

If other, please describe: _____

Estimated Attendance Peak 150 Average Per Day _____ Total 150

Event Website Flyer + FB Jacksonville Jazz Society org. non profit 501(c)(3)

Date/Time We will advertise once the location is locked down; website, FB, Instagram

Day of Event: SAT, Apr 20th 2024 Set-Up: 2 pm AM PM
 Start/End Time: 3:30 pm - 5:30 pm Breakdown: 3:30 pm - 6 pm AM PM

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

Location Spring Park Gazebo, 106 St Johns Ave, Green Cove Springs FL 32043.
LPS will be used by JJS for scholarship donations, merch sales + memberships.
The closure of St Johns Ave will be closed for 4-6 food truck set ups.
This event is open to the public.

Area of Event Site (Sq Ft or Acres): _____

APPLICANT

Host Organization (if any)

Name	JJS - Jacksonville Jazz Society
Address	PO Box 261, Orange Park FL 32065
Phone Number	904-463-3397 Theresa Warren - President
Email	theresa.warren@comcast.net

Contact Person

Name	Amy Williams
Address	4436 Quail Hollow Rd Orange Park FL 32065
Phone Number	301-537-2923
Email	q1amy107@gmail.com

VENUE SPECIFICS

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

YES NO

Are you requesting the closure of any roads or public parking spaces in conjunction with this event? If yes, please provide details. St John Ave - closure needed to support 4-6 Food trucks. (St Johns Ferno - Spring)

NOTE: Road closures must be approved by City Council.

Are you requesting any aide from the City for this event (police presence, barricades for road closures, etc.)? If yes, please provide details. 1 uniformed officer needed 2-6 pm = \$200. We are also asking for a waiver of the Gazebo Rental fee. *

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

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

* All funds generated are issued as college scholarships to students studying jazz music in the surrounding counties (Doral, clay + St John).

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

SUBMISSION INFORMATION

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

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

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

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

FEES

Minor Event: \$50

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

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

AFFIDAVIT OF APPLICANT

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

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

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

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

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

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

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

Applicant Signature

Rainey Williams

Applicant Printed Name

Rainey Williams

Applicant Title (if any)

member

Date

1/22/24



History of the Jacksonville Jazz Society

The Jacksonville Jazz Society (JJS) is an organization comprised of professional jazz musicians, scholars, media professionals, club performers and everyday people who love jazz. The organization was established in 2009 by Na'im Rashid and the late Wayne Barlow who had a vision to create an organization for jazz enthusiasts. What started as a small group of people who were excited about the very essence of jazz has quickly grown.

JJS originated under the auspices of the Ritz Theater and our motto is "Keeping Jazz Alive in Jacksonville". To keep in line with our motto, we believe that investing in the lives of students will preserve the future of jazz. Therefore, the Wayne Barlow Scholarship Fund was established.

Each year we host the Wayne Barlow Scholarship Fundraiser. The proceeds from this event are used to present deserving students, who are studying in jazz music, a scholarship to help offset college expenses. The continued success of our scholarship program depends upon financial support of corporate and private sponsors. Our monthly meetings are held on the 2nd Saturday of each month. We look forward to seeing you at our next meeting.

Jacksonville Jazz Society

P.O. Box 261

Orange Park, FL 32067

jacksonvillejazzsociety.org



Spring Park

Prepared by the Development Services Department
June 6, 2017

- PP = Open
- LP = 5 tables, seats approx. 50
- G = Open
- LPS = 3 tables, seats approx. 18
- SP = 6 tables, seats approx. 36
- SPS-A = 1 table
- SPS-B = 1 table
- P = Parking

Item #10.



+ uniformed office
 \$140 (4 hrs - 1 officer)

+ Garage \$200 for 4 hrs (if \$100 deponatadable)

+ LPS \$75 for 3 hrs



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** February 20, 2024
FROM: Mike Null, Asst. City Manager
SUBJECT: City Council approval 2023 Statewide Mutual Aid Agreement and Resolution R-04-2024, authorizing the Mayor to execute same.

BACKGROUND

The attached Statewide Mutual Aid Agreement (SMAA) is to be executed between the State of Florida Division of Emergency Management and any other local government that wishes to participate. By participating in this agreement, local governments can request mutual aid during an emergency when local resources are inadequate to address the emergency.

Resolution R-04-2024 authorizes the Mayor to execute this SMAA on behalf of the City.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve Resolution R-04-2024 and authorize the Mayor to execute the 2023 Statewide Mutual Aid Agreement.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



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- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



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Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item #11.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item #11.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item #11.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item #11.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item #11.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item #11.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item #11.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item #11.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

RESOLUTION NO. R-04-2024

A RESOLUTION OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, AUTHORIZING ADOPTION OF A STATEWIDE MUTUAL AID AGREEMENT.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by the City Council of the City of Green Cove Springs, Florida that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 20TH DAY OF FEBRUARY, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM AND LEGALITY:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** February 20, 2024
FROM: L.J Arnold III, City Attorney and Erin West, City Clerk
SUBJECT: Consider passage of Resolution No. R-03-2024, providing for an approval process for the authorized use of the City Seal as required by City Ordinance No. O-03-2024. *L.J. Arnold III and Erin West*

BACKGROUND

The City Council has now adopted Ordinance No. O-03-2024 which requires City Council approval for the use of the City Seal consistent with Section 165.043, Florida Statutes, copy attached. Such ordinance required the passage of the subject Resolution.

FISCAL IMPACT

Very little impact is expected, but the City Council may require a reasonable fee for the use of the City Seal.

RECOMMENDATION

Approve Resolution No. R-03-2024.

RESOLUTION NO. R-03-2024

A RESOLUTION OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, PROVIDING FOR CRITERIA FOR EVALUATING REQUESTS TO USE THE CITY SEAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City code pursuant to City Ordinance No. O-03-2024 requires written consent of the City Council for the use of the City Seal for purposes other than the official business of the City; and

WHEREAS, the unauthorized use of the City Seal is a crime punishable as a second degree misdemeanor pursuant to Section 165.043, Florida Statutes; and

WHEREAS, the authorized use of the City Seal is intended to further the public purpose, goals and comprehensive Plan of the City; and

WHEREAS, the City Council finds that it is in the best interest of public health, safety, and general welfare that the following be adopted consistent with the requirements of Section 166.021(4), Florida Statutes.

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

SECTION 1. APPLICATION Individuals or entities wishing to use the City of Green Cove Springs City Seal which is attached hereto must first submit an application in writing to the City Council, filed at the City Manager’s office.

SECTION 2. INFORMATION. Each application for use of the City Seal must include the following information:

- a. The name, address, and contact information of the applicant, and whether the applicant is applying as an individual, a for-profit corporation, a not-for-profit corporation, or using a fictitious name (“doing business as”).
- b. If applying as a corporation or “doing business as” a fictitious name, include a copy of the Division of Corporations from showing the registration is currently active and in good standing.
- c. A written description of the intended use of the City Seal, along with a sketch or other visual depiction of the location, size, and placement of the City Seal on the intended finished product. If the City Seal will be used with other visual elements, or other text, include a description of those items.

- d. A statement describing the number of objects intended to include the City Seal. For example, if an artist's limited print, include the number of prints.
- e. A statement describing the duration of the requested approval to use the City Seal. For example, for printing on a charity calendar for the year 2024.
- f. A narrative statement describing how the requested use of the City Seal furthers the City of Green Cove Springs Comprehensive Plan. Specifically, identify how the requested use of the City Seal will further the goals of Livability, Authenticity, and Character of Green Cove Springs as a distinctive community.
- g. Identify if the requested use of the City Seal is in conjunction with a City sponsored event or other government sponsored event. If the use of the City Seal is intended for a private event, please describe the public benefit of the event, if any.

SECTION 3. COMPLETENESS REVIEW. Each application will be reviewed by the City Manager or designee for compliance with the required information. If the application is found to be complete, it will be placed on the next reasonably available City Council regular agenda.

SECTION 4. CRITERIA AND CONDITIONS. The City Council will review and determine whether the complete application furthers the City's purpose and the goals of the City's Comprehensive Plan. The Council may deny the use, may approve the use as requested, or may modify the use as it deems appropriate. The Council may also place conditions on the use of the City Seal. Any violation of the terms of approval will be deemed an unauthorized use of the City Seal and punishable by law. Any request to renew a prior approval will be subject to the same review as provided herein, and no prior approval should be deemed a pre-approval of the renewal application.

SECTION 5. REASONABLE FEE. The City Council may impose a reasonable fee for the use of the City Seal.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 20TH DAY OF FEBRUARY, 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM AND LEGALITY:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** February 20, 2024

FROM: L.J. Arnold III, City Attorney

SUBJECT: Consider passage on first reading as to form, Ordinance No. O-05-2024 which authorizes Magnolia West Community Development District (the “District”) to use special powers for security facilities within their subdivision. *L.J. Arnold III*

BACKGROUND

My office was approached in November 2023, by the District as set forth in the attached letter from their attorney, Kuta Rock LLP, to request the City’s consent for the District to operate certain security facilities with their subdivision. We have also received a follow up letter from the attorney on February 5, 2024, which is attached. Our staff has been copied with all and have no objections to the District’s request. We will need to pass an ordinance to consent to their future actions.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve Ordinance No. O-05-2024 on first reading as to form only.

ORDINANCE NO. O-05-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, GRANTING CONSENT TO THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT’S EXERCISE OF CERTAIN SPECIAL POWERS RELATED TO SECURITY INFRASTRUCTURE PURSUANT TO SECTION 190.012(2)(D), *FLORIDA STATUTES*; AMENDING ORDINANCE NO. O-05-2005 TO INCLUDE THIS CONSENT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Magnolia West Community Development District (the “District”) was established by Ordinance O-05-2005, on April 12, 2005; and

WHEREAS, pursuant to Section 190.012(2), Florida Statutes (2023), the Board of Supervisors (“Board”) of the District has adopted Resolution 2023-06 to request that the City of Green Cove Springs (“City”) grant its consent for the District to exercise the special power set forth in Section 190.012(2)(d), Fla. Stat., to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security facilities including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies (“Special Powers”); and

WHEREAS, based upon the materials submitted by the CDD, the City Council finds there is good reason to grant the District’s request for Special Powers.

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

SECTION 1. INCORPORATION OF RECITALS. The above RECITALS are adopted as Findings of Fact in support of this Ordinance.

SECTION 2. GRANT OF CONSENT. Pursuant to the CDD’s request for Special Powers and in accordance with Section 190.012(2), Florida Statutes (2023), the City’s consent is hereby granted to the CDD to exercise the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security facilities including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies, all the foregoing to be exercised only in compliance and consistent with all applicable laws including the City’s Comprehensive Plan and City’s land development regulations.

SECTION 3. CODIFICATION. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Green Cove Springs as amended; that the sections of this

Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word “ordinance” may be changed to “section” or other appropriate word.

SECTION 4. AMENDMENT; CONFLICT. This Ordinance amends and supplements Ordinance No. O-05-2005 to the extent that it grants additional Special Power to the District. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict. For avoidance of doubt, the special power of the District with respect to its power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural and educational uses, as authorized by Section 190.012(2)(a), Florida Statutes, as amended, and consented to by the City pursuant to Ordinance No. O-05-2005 shall continue to be in full force and effect and not changed by this Ordinance.

SECTION 5. SEVERABILITY. The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST
READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE
SPRINGS, FLORIDA, ON THIS 20TH DAY OF FEBRUARY, 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF
THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 12TH DAY OF
MARCH, 2024.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L.J. Arnold, III, City Attorney

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Michelle K. Rigoni
850.692.7300
michelle.rigoni@kutakrock.com

November 8, 2023

Via Certified U.S. Mail and
Electronic Mail

L.J. Arnold, III
City Attorney
City of Green Cove Springs
P.O. Box 1570
Green Cove Springs, FL 32043

Re: Magnolia West Community Development District - Request for Special Powers

Dear Mr. Arnold,

The Magnolia West Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*. The District is located entirely within the incorporated City of Green Cove Springs, Florida (“City”) and is generally located east and south of County Road 315, north of State Road 16, and west of Highway 17. The District was established effective April 12, 2005, by Ordinance No. O-05-2005 of the City Council of the City, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, facilities and services in conjunction with the development of the lands located within the District.

Pursuant to section 190.012(2), *Florida Statutes*, the District must obtain consent from the City to exercise certain special powers. Accordingly, the District’s Board of Supervisors (the “Board”), pursuant to Resolution 2023-06, has directed District staff to request the consent of the City to grant certain special powers to the District so that it may provide security facilities as authorized by section 190.012(2)(d), *Florida Statutes*. A copy of Resolution 2023-06 is enclosed herein for your reference.

Specifically, the District is seeking consent from the City to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies, in accordance with Florida law.


KUTAKROCK

Based on the forgoing, and on behalf of the District's Board, the undersigned respectfully requests that the City grant the powers requested herein at a City meeting mutually agreeable to all parties and convenient for the City. A draft resolution granting these special powers is enclosed for your review and convenience.

If you have any questions or concerns, please do not hesitate to reach out to me. Thank you, and we look forward to working with you.

Respectfully,

KUTAK ROCK LLP


Michelle Rigoni
District Counsel

Enclosures

CC Mike Null, Public Works Director
Michael Daniels, Development Services Director



Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Michelle K. Rigoni
850.692.7300
michelle.rigoni@kutakrock.com

February 5, 2024

Via Certified U.S. Mail and
Electronic Mail

L.J. Arnold, III
City Attorney
City of Green Cove Springs
P.O. Box 1570
Green Cove Springs, FL 32043

Re: *Magnolia West Community Development District - Request for Special Powers*

Dear Mr. Arnold,

This letter is being provided to you per your request for supplemental information regarding the Magnolia West Community Development District’s (the “District”) request for the City of Green Cove Spring’s (“City”) consent to the District’s exercise of security powers pursuant to section 190.012(2), *Florida Statutes*, the original request for which was submitted to you on November 8, 2023 (“Original Request”).

Currently, the District does not plan to implement, acquire, install or construct specific security systems and facilities for its property. In the event the Board of Supervisors (“Board”) deems necessary, for the health, safety, and welfare of the District and its residents and/or it is in the best interests of the District to implement such security systems, the Board, at such time, may choose to implement security systems and measures as allowed by section 190.012(2), *Florida Statutes*. Therefore, the District’s request for the City’s consent to the District’s future, potential exercise of security powers is merely administrative at this time. Please note that most community development districts established on or after around the time of the District’s establishment requested for same consent as a matter of course to give such districts ability to provide security for, at minimum, its assets.

Based on the forgoing, and on behalf of the District’s Board, the undersigned respectfully requests that the City consent to the security powers requested at a City meeting mutually agreeable to all parties and convenient for the City. A draft resolution granting these special powers was enclosed with the Original Request.

KUTAKROCK

If you have any questions or concerns, please do not hesitate to reach out to me. Thank you, and we look forward to working with you.

Respectfully,

KUTAK ROCK LLP

Michelle Rigoni
District Counsel

Enclosures

cc by email only to:
Judith Linde, Chairperson
Lesley Gallagher, District Manager

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO SUBMIT A REQUEST TO THE CITY OF GREEN COVE SPRINGS, FLORIDA, FOR CONSENT TO EXERCISE SPECIAL POWERS FOR SECURITY; MAKING FINDINGS IN SUPPORT THEREOF; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Magnolia West Community Development District (the "District") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by Ordinance No. O-05-2005, adopted by the City Council of the City of Green Cove Springs, Florida (the "City"), effective April 12, 2005; and

WHEREAS, the District is located within the jurisdiction of the City and all land uses and services planned within the District are not inconsistent with applicable elements or portions of the state comprehensive plan or the local government comprehensive plan; and

WHEREAS, all of the City's applicable land use, zoning and permitting requirements govern the development of land within the District, including all activities of the District in the provision of its services and facilities; and

WHEREAS, the District is authorized to exercise general powers pursuant to section 190.011, *Florida Statutes*; and

WHEREAS, the District is required to obtain the consent of the local general-purpose government prior to the exercise of powers related to Section 190.012(2), *Florida Statutes*; and

WHEREAS, the District has identified the need for certain security-related improvements and/or services within the boundaries of the District that it wishes to provide; and

WHEREAS, the Board of Supervisors of the District (the "Board") desires to submit a request to the City Council of the City for consent to the District's power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies as provided in Section 190.012(2)(d), *Florida Statutes* (the "Security Power").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The representations, findings and determinations contained in above Recitals are recognized as true and accurate, and are expressly incorporated herein as a material part of this Resolution.

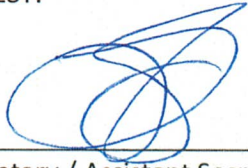
SECTION 2. The District respectfully requests that the City, grant the District the consent required to exercise the Security Power.

SECTION 3. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner to transmit this Resolution requesting consent to exercise the Security Power authorized in Section 190.012(2)(d), *Florida Statutes*, to the City Council of the City. The Board further authorizes the Chairperson and District staff to take all actions necessary to obtain the authority requested.

SECTION 4. This resolution shall become effective immediately upon its adoption.

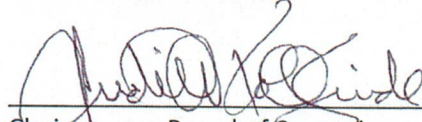
DULY ADOPTED by the Board of Supervisors of the Magnolia West Community Development District on this 1st day of August 2023.

ATTEST:



Secretary / Assistant Secretary

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** February 20, 2024
FROM: L.J. Arnold III, City Attorney
SUBJECT: Consider passage on first reading as to form only, Ordinance No. O-06-2024 to comply with newly enacted Section 166.041(4), Florida Statutes, requiring a Business Impact Estimate to be prepared and filed on all non-exempt ordinances. *L.J. Arnold III*

BACKGROUND

The Florida Legislature and Governor were busy during this past legislative session enacting more unfunded mandates that translate into more work and additional liability to local governments. Attached find a summary prepared by Rebecca O'Hara, Deputy General Counsel, FLC, of a few of those new laws. The one exception allows us to continue an ordinance without re-notification under certain circumstances. The most onerous change in the law is discussed in Section 3 of Ms. O'Hara's memorandum and is the subject of the ordinance being now presented. The actual text of these laws is attached hereto for your reference. Several examples of a form for the Business Impact Estimate are also attached and can be easily modified by staff.

FISCAL IMPACT

Undetermined at this time, but additional staff time will be required to comply with some of these new laws.

RECOMMENDATION

Motion to approve Ordinance No. O-06-2024 on first reading as to form only.

ORDINANCE NO. O-06-2024

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA; IMPLEMENTING THE STATE'S STATUTORY MANDATE TO PREPARE BUSINESS IMPACT ESTIMATES PRIOR TO THE ADOPTION OF PROPOSED ORDINANCES PURSUANT TO SECTION 166.041(4), FLORIDA STATUTES; PROVIDING FINDINGS; ADOPTING BUSINESS IMPACT ESTIMATE PROCEDURES, REQUIREMENTS, & EXEMPTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

SECTION 1. FINDINGS. In adopting this Ordinance, the City Council of the City of Green Cove Springs, Florida (the "City") hereby makes and expresses the following findings, purposes, and intent:

(1) The City has been conferred broad legislative powers to enact ordinances to perform governmental functions and exercise power to promote the health, welfare, safety, and quality of life of a local government's residents by both the Florida Constitution and the Florida Legislature.

(2) The procedures for adopting municipal ordinances are set forth in Section 166.041, Florida Statutes.

(3) The Florida Constitution grants cities broad authority to take actions furthering citizens' health, welfare, safety, and quality of life called "home rule," and this authority includes legislative powers to enact local laws.

(4) Florida cities have those governmental, corporate, and proprietary powers that enable them to conduct municipal government, perform their functions and provide municipal services, and exercise any power for municipal purposes, except as otherwise provided by law.

(5) These home rule powers have been liberally construed when reviewed by courts.

(6) This broad home rule authority is limited by two guideposts: preemption, where a higher level of government such as the State has already legislated on a topic, and standards of reasonableness.

(7) A municipal ordinance can be declared invalid on the grounds that it is inconsistent with the Florida Constitution or Florida Statutes, and inconsistency may be found where a city ordinance is either preempted by or in conflict with the Florida Constitution or Florida Statutes.

(8) A municipal ordinance can also be declared invalid on the grounds that it is arbitrary or unreasonable, meaning that it has no legitimate

governmental interest. However, city ordinances are presumed valid by courts reviewing them, and the burden falls on the challenger to establish the ordinance's arbitrary or unreasonable nature.

(9) Under newly adopted Section 166.041(4), Florida Statutes, municipal ordinances adopted in Florida may be subject to local challenge based upon failure to produce a "business impact estimate."

(10) If a court invalidates an ordinance, this ruling may result in imposition of attorneys' fees against a city if an ordinance is later determined to be arbitrary or unreasonable.

(11) The Florida Legislature also adopted a statutory mandate that cities produce a "business impact estimate" prior to passing an ordinance, subject to certain exemptions and exceptions.

(12) The statute (Chapter 2023-309, Laws of Florida, codified as Section 166.041(4), Florida Statutes) mandates that the estimate must be published on the city's website and include certain information, such as the proposed ordinance's purpose, estimated economic impact on businesses, and compliance costs.

(13) This unfunded state mandate also imposes certain conditions on lawsuits brought by any party to challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable.

(14) The state has created a number of exemptions for certain specified ordinances, including

- Ordinances required to comply with federal or state laws or regulations
- Ordinances relating to the issuance or refinancing of debt
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- Ordinances required to implement a contract or agreement, including grants or financial assistance
- Emergency ordinances
- Ordinances relating to procurement
- Ordinances enacted to Implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

(15) The City Council has provided all necessary public notice and held the requisite public hearings and accepted testimony and other competent, substantial evidence from the public for purposes of making these findings and determining to adopt this ordinance.

SECTION 2. CREATION OF SECTION -15, CODE OF ORDINANCES; IMPLEMENTATION OF STATUTORY MANDATE TO PERFORM BUSINESS IMPACT ESTIMATES.

Section 1-15 of the Code of Ordinances of the City of Green Cove Springs, Florida (hereafter "the Code") is hereby created to read as follows:

"Sec. 1-15. Implementation of Statutory Mandate to Perform

Business Impact Estimates. The City Council hereby adopts an ordinance to implement the Florida statutory mandate contained in § 166.041(4), Florida Statutes, to perform business impact estimates prior to the adoption of certain ordinances as specified in the statute. The City Council shall perform a business impact statement in accordance with the requirements of the statute for all ordinances not exempted by §§ 166.041(4)(c) or 166.0411, Florida Statutes, and may in its sole discretion determine to perform a business impact statement for any ordinance that is exempt under the statute. Nothing contained herein is intended to create additional mandates for performing the business impact estimates of exempt ordinances or to waive any exemption. The City hereby authorizes and adopts a pass through charge applicable to any person, firm, entity, or business which requests or sponsors the adoption of an ordinance solely to assess, cover, and collect the fees, deposits, costs, and expenses relating to pertaining to the preparation of the business impact estimate. The City may in its sole discretion waive this pass through charge."

SECTION 3. SEVERABILITY.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

SECTION 4. CONFLICTS.

Should any provision contained in this Ordinance conflict with any prior provision of the Code or any City ordinance, then the provisions of this ordinance shall control.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect immediately.

INTRODUCED, PASSED AND DULY ADOPTED ON FIRST READING

by the City Council of Green Cove Springs, Florida, meeting in Regular Session this ____ day of ____ 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA

(SEAL)

By: _____
Constance W. Butler, Mayor

Attest:

Erin West, City Clerk

INTRODUCED, PASSED AND ENACTED ON SECOND READING, by the City Council of the City of Green Cove Springs, Florida, meeting in Regular Session, this ____ day of _____, 2024

CITY OF GREEN COVE SPRINGS, FLORIDA

(SEAL)

By: _____
Constance W. Butler, Mayor

Attest:

~~Erin West, City Clerk~~ _____

APPROVED AS TO FORM:

~~L. J. Arnold III, City Attorney~~ _____

Local Ordinances SB 170
Rebecca O'Hara
 Deputy General Counsel, Florida League of Cities
 rohara@flcities.com

Section 1 -- Prevailing plaintiff attorney fees authorized (modifies s. 57.112, F.S.)

- I. Courts may award attorney fees, costs, and damages to a prevailing plaintiff who challenges an ordinance for being arbitrary or unreasonable. Fees, costs, and damages are capped at \$50,000.¹ No recovery of fees for litigating amount of fees. No double recoveries for claims involving the same ordinance. This section applies only to ordinances adopted on or after October 1, 2023. Amendments to existing ordinances are subject to this section only to the extent the amendatory language gives rise to the claim.
- Does not change standing requirements for challenging ordinances enacted pursuant to a local government's police powers. *See Boucher v. Novotny*, 102 So. 2d 132, 134-35 (Fla. 1958) (requiring special damages differing in kind from damages suffered by the community as a whole); *Renard v. Dade County*, 261 So. 2d 832 (Fla. 1972); *Jack Eckerd Corp. v. Michels Island Village Pharmacy, Inc.*, 322 So. 2d 57 (Fla. 2d DCA 1975).
 - Does not change the standard of judicial review or burden of proof
 - Ordinances are presumed valid and constitutional. An ordinance that is within the legislative power of a county or municipality is presumed to be valid. *See Panama City Bch. Community Redvmt. Agency v. State*, 831 So. 2d 662, 669 (Fla. 2002); *Orange County v. Costco Wholesale Corp.*, 823 So. 2d 732, 736 (Fla. 2002); *Lowe v. Broward Cty.*, 766 So. 2d 1199, 1203-04 (Fla. 4th DCA 2000). A court is required to indulge every reasonable presumption in favor of an ordinance's constitutionality. *Miami Dade Cty. v. Malibu Lodging Investments, LLC*, 64 So 3d 716, 719 (Fla. 3d DCA 2011); *Hoesch v. Broward Cty.*, 53 So. 3d 1177, 1180 (Fla. 4th DCA 2011); *City of Kissimmee v. Florida Retail Fed'n*, 915 So. 2d 205, 209 (Fla. 5th DCA 2005).
 - Where an ordinance is challenged on the grounds of unreasonableness or unconstitutionality, the burden is on the person alleging its invalidity to establish that fact. *Orange County v. Costco Wholesale Corp.*, 823 So. 2d 732, 736 (Fla. 2002).
 - Fee award is discretionary ("may")
- II. What does "Arbitrary or Unreasonable" mean?

This phrase does not introduce anything new. All ordinances enacted pursuant to an exercise of the police power must be reasonable and not arbitrary. *Classy Cycles, Inc. v. Panama City Beach*, 301 So. 3d 1046, 1051 (Fla. 1st DCA 2019) ("The modern test [of the validity of an ordinance] is an application of the rational basis test, which requires that the ordinance in question be reasonable and not arbitrary."); *Bal Harbour Village v. Welsh*, 879 So. 2d 1265, 1267 (Fla. 3d DCA 2004). Courts use the "fairly debatable" test in determining the reasonableness of an ordinance. *D.R. Horton, Inc.-Jacksonville v. Peyton*, 959 So. 2d 390, 398 (Fla. 1st DCA 2007); *Martin County v. Section 28 Partnership, Ltd.*, 772 So. 2d 616, 619 (Fla. 4th DCA 2000), *cert.*

¹ This \$50,000 cap is also found in Section 120.57(3), F.S., relating to challenges to state agency rules.

denied, 534 U.S. 1114 (2002). This is a highly deferential standard because citizens of a municipality should be able to determine through the city's proper officials "what rules are necessary for their own local government." *State v. Sawyer*, 346 So. 2d 1071, 1072 (Fla. 3d DCA 1977), *cert. denied*, 436 U.S. 914 (1978); *Sarasota County v. Walker*, 144 So. 2d 345, 348 (Fla. 2d DCA 1962). If the object of an ordinance is one that reasonable people would find fairly debatable as to its reasonableness, the ordinance will be upheld. *Id.*; *Hardage v. City of Jacksonville Beach*, 399 So. 2d 1077, 1079 (Fla. 1st DCA 1981). The Florida Supreme Court has said:

Where an ordinance is within the police power of the municipality to enact it is presumed to be reasonable, unless its unreasonable character appears on its face. And when the authority to enact the ordinance does fairly appear, wide latitude is allowed in its exercise, where it does not appear there has been, in action taken, an abuse of authority or a violation of organic or fundamental rights. If reasonable argument exists on the question of whether an ordinance is arbitrary or unreasonable, the legislative will must prevail.

City of Miami v. Kayfetz, 92 So. 2d 798 (Fla. 1957) (citations omitted).

Sections 2 (counties) & 5 (municipalities) -- Continuance of properly noticed ordinance to a subsequent meeting

Creates a new subsection 7 in s. 125.66 and new paragraph (d) in subsection 166.041(3), F.S., to clarify that consideration of a proposed ordinance at a meeting properly noticed under section 125.66 and subsection 166.041 may be continued to a subsequent meeting if, at the meeting, the date, time, and place of the subsequent meeting is publicly stated. No further publication, mailing, or posted notice is required but the continued consideration must be listed in an agenda or similar communication produced for the subsequent meeting. The bill specifies this clarification is remedial in nature. This revision was prompted by a recent decision by the Fourth District Court of Appeal in *Testa v. Town of Jupiter Island*, 2023 WL 1808293 (Fla. 4th DCA Feb. 8, 2023).

Sections 3 (counties) & 6 (municipalities) -- Requires counties and municipalities to prepare a "Business Impact Estimate" prior to enacting certain ordinances

- I. Requires cities and counties to prepare a "business impact estimate" before adoption of an ordinance. The use of an accountant or other financial professional is not required. The estimate must be posted on the local government's website no later than the date the ordinance is published. The estimate must include:
 - A summary of ordinance and its public purpose;
 - A reasonable estimate of the direct economic impact of ordinance on private, for-profit businesses in the local government, including any direct compliance costs the businesses may incur;
 - Identification of any new charge or fee on the businesses;
 - An estimate of the local government's regulatory costs including any revenues associated with any new charges or fees;
 - The estimated number of businesses impacted; and
 - Any additional information the local government deems useful.

II. Exemptions:

- Ordinances required to comply with federal or state laws or regulations
- Ordinances relating to the issuance or refinancing of debt
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- Ordinances required to implement a contract or agreement, including grants or financial assistance
- Emergency ordinances
- Ordinances relating to procurement
- Ordinances enacted to implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

III. How onerous is this new requirement?

The bill does not provide a mechanism for any person to challenge the sufficiency of the business impact estimate. The bill uses the term “reasonable” as a modifier in several places, suggesting the local government simply make a reasonable effort to address the law’s minimum criteria.

IV. Are there consequences for failing to prepare the business impact estimate?

The bill does not specify consequences for failure to prepare the estimate. The requirement to prepare the estimate is established as a new Paragraph (4) in section 166.041 -- Procedures for adoption of ordinances and resolutions, and Paragraph (3) in section 125.66 - - Ordinances; enactment procedure. Thus, preparation and posting of the business impact estimate should be treated as a mandatory procedural requirement that is essential to the validity of the ordinance. *See Parsons v. City of Jacksonville*, 295 So. 2d 892 (Fla. 1st DCA 2020); *Coleman v. City of Key West*, 807 So. 2d 84 (Fla. 3d DCA 2001); *Healthsouth Doctors’ Hospital, Inc. v. Hartnett*, 622 So. 2d 146 (Fla. 3d DCA 1993).

V. Are there any examples of a business impact estimate?

The bill does not require use of a specific form or method (other than stating minimum requirements to be included) and it does not specify the level of detail that must be provided for each criterion. Also, the bill does not prevent local governments from providing additional information in the business impact estimate, such as potential positive fiscal impacts on other constituent groups. The attached examples show how other governmental entities approach similar requirements, such as the Florida Legislature (Attachment A), the State of Nevada and its municipalities (Attachment B), and Florida state agencies (Attachment C).

Sections 4 (counties) and 7 (municipalities) – Suspension of ordinance enforcement

- I. The local government must suspend enforcement of an ordinance that is the subject of an action alleging the ordinance is expressly preempted, arbitrary, or unreasonable if:
 - The action is filed no later than 90 days after ordinance adoption;
 - The plaintiff requests suspension in the initial complaint or petition; and
 - The local government has been served a copy of the complaint or petition.

- II. If the local government prevails in the action and the plaintiff appeals, the local government may begin enforcing the ordinance 45 days after entry of the lower court order unless the plaintiff obtains a stay.

- III. Directs courts to “prioritize” cases in which ordinance enforcement has been suspended.

- IV. Authorizes a court, on its own or upon motion of a party, to impose sanctions if a pleading, motion, or other paper is signed or filed for an improper purpose.

- V. Exemptions:
 - Ordinances required to comply with federal or state laws or regulations
 - Ordinances relating to the issuance or refinancing of debt
 - Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
 - Ordinances required to implement a contract or agreement, including grants or financial assistance
 - Emergency ordinances
 - Ordinances relating to procurement
 - Ordinances enacted to implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

Effective date: October 1, 2023.

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An act relating to local ordinances; amending s. 57.112, F.S.; authorizing courts to assess and award reasonable attorney fees and costs and damages in certain civil actions filed against local governments; specifying a limitation on awards and a restriction on fees and costs of certain litigation; providing construction and applicability; amending s. 125.66, F.S.; providing certain procedures for continued meetings on proposed ordinances and resolutions for counties; providing for construction and retroactive application; requiring a board of county commissioners to prepare or cause to be prepared a business impact estimate before the enactment of a proposed ordinance; specifying requirements for the posting and content of the estimate; providing construction and applicability; creating s. 125.675, F.S.; requiring a county to suspend enforcement of an ordinance that is the subject of a certain legal action if certain conditions are met; authorizing a prevailing county to enforce the ordinance after a specified period, except under certain circumstances; requiring courts to give priority to certain cases; providing construction relating to an attorney's or a party's signature; requiring a court to impose sanctions under certain circumstances; providing applicability; authorizing courts to award attorney fees and costs and damages if certain conditions are met; amending s. 166.041, F.S.; providing certain procedures for continued meetings on

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30 proposed ordinances for municipalities; providing for
31 construction and retroactive application; requiring a
32 governing body of a municipality to prepare or cause
33 to be prepared a business impact estimate before the
34 enactment of a proposed ordinance; specifying
35 requirements for the posting and content of the
36 estimate; providing construction and applicability;
37 creating s. 166.0411, F.S.; requiring a municipality
38 to suspend enforcement of an ordinance that is the
39 subject of a certain legal action if certain
40 conditions are met; authorizing a prevailing
41 municipality to enforce the ordinance after a
42 specified period, except under certain circumstances;
43 requiring courts to give priority to certain cases;
44 providing construction relating to an attorney's or a
45 party's signature; requiring a court to impose
46 sanctions under certain circumstances; providing
47 applicability; authorizing courts to award attorney
48 fees and costs and damages if certain conditions are
49 met; amending ss. 163.2517, 163.3181, 163.3215,
50 376.80, 497.270, 562.45, and 847.0134, F.S.;

51 conforming cross-references and making technical
52 changes; providing a declaration of important state
53 interest; providing effective dates.

54
55 Be It Enacted by the Legislature of the State of Florida:

56
57 Section 1. Section 57.112, Florida Statutes, is amended to
58 read:

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59 57.112 Attorney fees and costs and damages; arbitrary,
60 unreasonable, or expressly preempted local ordinances actions.-

61 (1) As used in this section, the term "attorney fees and
62 costs" means the reasonable and necessary attorney fees and
63 costs incurred for all preparations, motions, hearings, trials,
64 and appeals in a proceeding.

65 (2) If a civil action is filed against a local government
66 to challenge the adoption or enforcement of a local ordinance on
67 the grounds that it is expressly preempted by the State
68 Constitution or by state law, the court shall assess and award
69 reasonable attorney fees and costs and damages to the prevailing
70 party.

71 (3) If a civil action is filed against a local government
72 to challenge the adoption of a local ordinance on the grounds
73 that the ordinance is arbitrary or unreasonable, the court may
74 assess and award reasonable attorney fees and costs and damages
75 to a prevailing plaintiff. An award of reasonable attorney fees
76 or costs and damages pursuant to this subsection may not exceed
77 \$50,000. In addition, a prevailing plaintiff may not recover any
78 attorney fees or costs directly incurred by or associated with
79 litigation to determine an award of reasonable attorney fees or
80 costs.

81 (4) Attorney fees and costs and damages may not be awarded
82 pursuant to this section if:

83 (a) The governing body of a local governmental entity
84 receives written notice that an ordinance that has been publicly
85 noticed or adopted is expressly preempted by the State
86 Constitution or state law or is arbitrary or unreasonable; and

87 (b) The governing body of the local governmental entity

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88 withdraws the proposed ordinance within 30 days; or, in the case
89 of an adopted ordinance, the governing body of a local
90 government notices an intent to repeal the ordinance within 30
91 days after ~~of~~ receipt of the notice and repeals the ordinance
92 within 30 days thereafter.

93 (5)-(4) The provisions in this section are supplemental to
94 all other sanctions or remedies available under law or court
95 rule. However, this section may not be construed to authorize
96 double recovery if an affected person prevails on a claim
97 brought against a local government pursuant to other applicable
98 law involving the same ordinance, operative acts, or
99 transactions.

100 (6)-(5) This section does not apply to local ordinances
101 adopted pursuant to part II of chapter 163, s. 553.73, or s.
102 633.202.

103 (7) (a)-(6) Except as provided in paragraph (b), this section
104 is intended to be prospective in nature and applies ~~shall apply~~
105 only to cases commenced on or after July 1, 2019.

106 (b) The amendments to this section effective October 1,
107 2023, are prospective in nature and apply only to ordinances
108 adopted on or after October 1, 2023.

109 (c) An amendment to an ordinance enacted after October 1,
110 2023, gives rise to a claim under this section only to the
111 extent that the application of the amendatory language is the
112 cause of the claim apart from the ordinance being amended.

113 Section 2. Effective upon becoming a law, subsection (7) is
114 added to section 125.66, Florida Statutes, to read:

115 125.66 Ordinances; enactment procedure; emergency
116 ordinances; rezoning or change of land use ordinances or

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117 resolutions.—

118 (7) Consideration of the proposed county ordinance or
119 county resolution at a properly noticed meeting may be continued
120 to a subsequent meeting if, at the scheduled meeting, the date,
121 time, and place of the subsequent meeting is publicly stated. No
122 further publication, mailing, or posted notice as required under
123 this section is required, except that the continued
124 consideration must be listed in an agenda or similar
125 communication produced for the subsequent meeting. This
126 subsection is remedial in nature, is intended to clarify
127 existing law, and shall apply retroactively.

128 Section 3. Present subsections (3) through (7) of section
129 125.66, Florida Statutes, as amended by this act, are
130 redesignated as subsections (4) through (8), respectively, a new
131 subsection (3) is added to that section, and paragraph (a) of
132 subsection (2) of that section is amended, to read:

133 125.66 Ordinances; enactment procedure; emergency
134 ordinances; rezoning or change of land use ordinances or
135 resolutions.—

136 (2) (a) The regular enactment procedure is ~~shall be~~ as
137 follows: The board of county commissioners at any regular or
138 special meeting may enact or amend any ordinance, except as
139 provided in subsection (5) ~~(4)~~, if notice of intent to consider
140 such ordinance is given at least 10 days before such meeting by
141 publication as provided in chapter 50. A copy of such notice
142 must ~~shall~~ be kept available for public inspection during the
143 regular business hours of the office of the clerk of the board
144 of county commissioners. The notice of proposed enactment must
145 ~~shall~~ state the date, time, and place of the meeting; the title

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146 or titles of proposed ordinances; and the place or places within
147 the county where such proposed ordinances may be inspected by
148 the public. The notice must ~~shall~~ also advise that interested
149 parties may appear at the meeting and be heard with respect to
150 the proposed ordinance.

151 (3) (a) Before the enactment of a proposed ordinance, the
152 board of county commissioners shall prepare or cause to be
153 prepared a business impact estimate in accordance with this
154 subsection. The business impact estimate must be posted on the
155 county's website no later than the date the notice of proposed
156 enactment is published pursuant to paragraph (2) (a) and must
157 include all of the following:

158 1. A summary of the proposed ordinance, including a
159 statement of the public purpose to be served by the proposed
160 ordinance, such as serving the public health, safety, morals,
161 and welfare of the county.

162 2. An estimate of the direct economic impact of the
163 proposed ordinance on private, for-profit businesses in the
164 county, including the following, if any:

165 a. An estimate of direct compliance costs that businesses
166 may reasonably incur if the ordinance is enacted.

167 b. Identification of any new charge or fee on businesses
168 subject to the proposed ordinance or for which businesses will
169 be financially responsible.

170 c. An estimate of the county's regulatory costs, including
171 an estimate of revenues from any new charges or fees that will
172 be imposed on businesses to cover such costs.

173 3. A good faith estimate of the number of businesses likely
174 to be impacted by the ordinance.

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175 4. Any additional information the board determines may be
176 useful.

177 (b) This subsection may not be construed to require a
178 county to procure an accountant or other financial consultant to
179 prepare the business impact estimate required by this
180 subsection.

181 (c) This subsection does not apply to:

182 1. Ordinances required for compliance with federal or state
183 law or regulation;

184 2. Ordinances relating to the issuance or refinancing of
185 debt;

186 3. Ordinances relating to the adoption of budgets or budget
187 amendments, including revenue sources necessary to fund the
188 budget;

189 4. Ordinances required to implement a contract or an
190 agreement, including, but not limited to, any federal, state,
191 local, or private grant, or other financial assistance accepted
192 by a county government;

193 5. Emergency ordinances;

194 6. Ordinances relating to procurement; or

195 7. Ordinances enacted to implement the following:

196 a. Part II of chapter 163, relating to growth policy,
197 county and municipal planning, and land development regulation,
198 including zoning, development orders, development agreements,
199 and development permits;

200 b. Sections 190.005 and 190.046;

201 c. Section 553.73, relating to the Florida Building Code;

202 or

203 d. Section 633.202, relating to the Florida Fire Prevention

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204 Code.

205 Section 4. Section 125.675, Florida Statutes, is created to
206 read:

207 125.675 Legal challenges to certain recently enacted
208 ordinances.—

209 (1) A county must suspend enforcement of an ordinance that
210 is the subject of an action challenging the ordinance’s validity
211 on the grounds that it is expressly preempted by the State
212 Constitution or by state law or is arbitrary or unreasonable if:

213 (a) The action was filed with the court no later than 90
214 days after the adoption of the ordinance;

215 (b) The plaintiff requests suspension in the initial
216 complaint or petition, citing this section; and

217 (c) The county has been served with a copy of the complaint
218 or petition.

219 (2) When the plaintiff appeals a final judgment finding
220 that an ordinance is valid and enforceable, the county may
221 enforce the ordinance 45 days after the entry of the order
222 unless the plaintiff obtains a stay of the lower court’s order.

223 (3) The court shall give cases in which the enforcement of
224 an ordinance is suspended under this section priority over other
225 pending cases and shall render a preliminary or final decision
226 on the validity of the ordinance as expeditiously as possible.

227 (4) The signature of an attorney or a party constitutes a
228 certificate that he or she has read the pleading, motion, or
229 other paper and that, to the best of his or her knowledge,
230 information, and belief formed after reasonable inquiry, it is
231 not interposed for any improper purpose, such as to harass or to
232 cause unnecessary delay, or for economic advantage, competitive

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233 reasons, or frivolous purposes or needless increase in the cost
234 of litigation. If a pleading, motion, or other paper is signed
235 in violation of these requirements, the court, upon its own
236 initiative or upon favorably ruling on a party's motion for
237 sanctions, must impose upon the person who signed it, a
238 represented party, or both, an appropriate sanction, which may
239 include an order to pay to the other party or parties the amount
240 of reasonable expenses incurred because of the filing of the
241 pleading, motion, or other paper, including reasonable attorney
242 fees.

243 (5) This section does not apply to:

244 (a) Ordinances required for compliance with federal or
245 state law or regulation;

246 (b) Ordinances relating to the issuance or refinancing of
247 debt;

248 (c) Ordinances relating to the adoption of budgets or
249 budget amendments, including revenue sources necessary to fund
250 the budget;

251 (d) Ordinances required to implement a contract or an
252 agreement, including, but not limited to, any federal, state,
253 local, or private grant, or other financial assistance accepted
254 by a county government;

255 (e) Emergency ordinances;

256 (f) Ordinances relating to procurement; or

257 (g) Ordinances enacted to implement the following:

258 1. Part II of chapter 163, relating to growth policy,
259 county and municipal planning, and land development regulation,
260 including zoning, development orders, development agreements,
261 and development permits;

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- 262 2. Sections 190.005 and 190.046;
263 3. Section 553.73, relating to the Florida Building Code;
264 or
265 4. Section 633.202, relating to the Florida Fire Prevention
266 Code.

267 (6) The court may award attorney fees and costs and damages
268 as provided in s. 57.112.

269 Section 5. Effective upon becoming a law, paragraph (d) is
270 added to subsection (3) of section 166.041, Florida Statutes,
271 and paragraph (a) of that subsection is amended, to read:

272 166.041 Procedures for adoption of ordinances and
273 resolutions.—

274 (3) (a) Except as provided in ~~paragraphs~~ paragraph (c) and
275 (d), a proposed ordinance may be read by title, or in full, on
276 at least 2 separate days and shall, at least 10 days prior to
277 adoption, be noticed once in a newspaper of general circulation
278 in the municipality. The notice of proposed enactment shall
279 state the date, time, and place of the meeting; the title or
280 titles of proposed ordinances; and the place or places within
281 the municipality where such proposed ordinances may be inspected
282 by the public. The notice shall also advise that interested
283 parties may appear at the meeting and be heard with respect to
284 the proposed ordinance.

285 (d) Consideration of the proposed municipal ordinance at a
286 meeting properly noticed pursuant to this subsection may be
287 continued to a subsequent meeting if, at the meeting, the date,
288 time, and place of the subsequent meeting is publicly stated. No
289 further publication, mailing, or posted notice as required under
290 this subsection is required, except that the continued

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291 consideration must be listed in an agenda or similar
292 communication produced for the subsequent meeting. This
293 paragraph is remedial in nature, is intended to clarify existing
294 law, and shall apply retroactively.

295 Section 6. Present subsections (4) through (8) of section
296 166.041, Florida Statutes, are redesignated as subsections (5)
297 through (9), respectively, and a new subsection (4) is added to
298 that section, to read:

299 166.041 Procedures for adoption of ordinances and
300 resolutions.-

301 (4) (a) Before the enactment of a proposed ordinance, the
302 governing body of a municipality shall prepare or cause to be
303 prepared a business impact estimate in accordance with this
304 subsection. The business impact estimate must be posted on the
305 municipality's website no later than the date the notice of
306 proposed enactment is published pursuant to paragraph (3) (a) and
307 must include all of the following:

308 1. A summary of the proposed ordinance, including a
309 statement of the public purpose to be served by the proposed
310 ordinance, such as serving the public health, safety, morals,
311 and welfare of the municipality.

312 2. An estimate of the direct economic impact of the
313 proposed ordinance on private, for-profit businesses in the
314 municipality, including the following, if any:

315 a. An estimate of direct compliance costs that businesses
316 may reasonably incur if the ordinance is enacted;

317 b. Identification of any new charge or fee on businesses
318 subject to the proposed ordinance, or for which businesses will
319 be financially responsible; and

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320 c. An estimate of the municipality's regulatory costs,
321 including an estimate of revenues from any new charges or fees
322 that will be imposed on businesses to cover such costs.

323 3. A good faith estimate of the number of businesses likely
324 to be impacted by the ordinance.

325 4. Any additional information the governing body determines
326 may be useful.

327 (b) This subsection may not be construed to require a
328 municipality to procure an accountant or other financial
329 consultant to prepare the business impact estimate required by
330 this subsection.

331 (c) This subsection does not apply to:

332 1. Ordinances required for compliance with federal or state
333 law or regulation;

334 2. Ordinances relating to the issuance or refinancing of
335 debt;

336 3. Ordinances relating to the adoption of budgets or budget
337 amendments, including revenue sources necessary to fund the
338 budget;

339 4. Ordinances required to implement a contract or an
340 agreement, including, but not limited to, any federal, state,
341 local, or private grant, or other financial assistance accepted
342 by a municipal government;

343 5. Emergency ordinances;

344 6. Ordinances relating to procurement; or

345 7. Ordinances enacted to implement the following:

346 a. Part II of chapter 163, relating to growth policy,
347 county and municipal planning, and land development regulation,
348 including zoning, development orders, development agreements,

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349 and development permits;

350 b. Sections 190.005 and 190.046;

351 c. Section 553.73, relating to the Florida Building Code;

352 or

353 d. Section 633.202, relating to the Florida Fire Prevention
354 Code.

355 Section 7. Section 166.0411, Florida Statutes, is created
356 to read:

357 166.0411 Legal challenges to certain recently enacted
358 ordinances.—

359 (1) A municipality must suspend enforcement of an ordinance
360 that is the subject of an action challenging the ordinance's
361 validity on the grounds that it is expressly preempted by the
362 State Constitution or by state law or is arbitrary or
363 unreasonable if:

364 (a) The action was filed with the court no later than 90
365 days after the adoption of the ordinance;

366 (b) The plaintiff requests suspension in the initial
367 complaint or petition, citing this section; and

368 (c) The municipality has been served with a copy of the
369 complaint or petition.

370 (2) When the plaintiff appeals a final judgment finding
371 that an ordinance is valid and enforceable, the municipality may
372 enforce the ordinance 45 days after the entry of the order
373 unless the plaintiff obtains a stay of the lower court's order.

374 (3) The court shall give cases in which the enforcement of
375 an ordinance is suspended under this section priority over other
376 pending cases and shall render a preliminary or final decision
377 on the validity of the ordinance as expeditiously as possible.

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378 (4) The signature of an attorney or a party constitutes a
 379 certificate that he or she has read the pleading, motion, or
 380 other paper and that, to the best of his or her knowledge,
 381 information, and belief formed after reasonable inquiry, it is
 382 not interposed for any improper purpose, such as to harass or to
 383 cause unnecessary delay, or for economic advantage, competitive
 384 reasons, or frivolous purposes or needless increase in the cost
 385 of litigation. If a pleading, motion, or other paper is signed
 386 in violation of these requirements, the court, upon its own
 387 initiative or upon favorably ruling on a party's motion for
 388 sanctions, must impose upon the person who signed it, a
 389 represented party, or both, an appropriate sanction, which may
 390 include an order to pay to the other party or parties the amount
 391 of reasonable expenses incurred because of the filing of the
 392 pleading, motion, or other paper, including reasonable attorney
 393 fees.

394 (5) This section does not apply to:

395 (a) Ordinances required for compliance with federal or
 396 state law or regulation;

397 (b) Ordinances relating to the issuance or refinancing of
 398 debt;

399 (c) Ordinances relating to the adoption of budgets or
 400 budget amendments, including revenue sources necessary to fund
 401 the budget;

402 (d) Ordinances required to implement a contract or an
 403 agreement, including, but not limited to, any federal, state,
 404 local, or private grant, or other financial assistance accepted
 405 by a municipal government;

406 (e) Emergency ordinances;

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407 (f) Ordinances relating to procurement; or
408 (g) Ordinances enacted to implement the following:
409 1. Part II of chapter 163, relating to growth policy,
410 county and municipal planning, and land development regulation,
411 including zoning, development orders, development agreements,
412 and development permits;
413 2. Sections 190.005 and 190.046;
414 3. Section 553.73, relating to the Florida Building Code;
415 or
416 4. Section 633.202, relating to the Florida Fire Prevention
417 Code.
418 (6) The court may award attorney fees and costs and damages
419 as provided in s. 57.112.
420 Section 8. Subsection (5) of section 163.2517, Florida
421 Statutes, is amended to read:
422 163.2517 Designation of urban infill and redevelopment
423 area.—
424 (5) After the preparation of an urban infill and
425 redevelopment plan or designation of an existing plan, the local
426 government shall adopt the plan by ordinance. Notice for the
427 public hearing on the ordinance must be in the form established
428 in s. 166.041(3)(c)2. for municipalities, and s. 125.66(5)(b)2.
429 ~~s. 125.66(4)(b)2.~~ for counties.
430 Section 9. Paragraph (a) of subsection (3) of section
431 163.3181, Florida Statutes, is amended to read:
432 163.3181 Public participation in the comprehensive planning
433 process; intent; alternative dispute resolution.—
434 (3) A local government considering undertaking a publicly
435 financed capital improvement project may elect to use the

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436 procedures set forth in this subsection for the purpose of
437 allowing public participation in the decision and resolution of
438 disputes. For purposes of this subsection, a publicly financed
439 capital improvement project is a physical structure or
440 structures, the funding for construction, operation, and
441 maintenance of which is financed entirely from public funds.

442 (a) Before ~~Prior to~~ the date of a public hearing on the
443 decision on whether to proceed with the proposed project, the
444 local government shall publish public notice of its intent to
445 decide the issue according to the notice procedures described by
446 s. 125.66(5)(b)2. ~~s. 125.66(4)(b)2.~~ for a county or s.
447 166.041(3)(c)2.b. for a municipality.

448 Section 10. Paragraph (a) of subsection (4) of section
449 163.3215, Florida Statutes, is amended to read:

450 163.3215 Standing to enforce local comprehensive plans
451 through development orders.—

452 (4) If a local government elects to adopt or has adopted an
453 ordinance establishing, at a minimum, the requirements listed in
454 this subsection, the sole method by which an aggrieved and
455 adversely affected party may challenge any decision of local
456 government granting or denying an application for a development
457 order, as defined in s. 163.3164, which materially alters the
458 use or density or intensity of use on a particular piece of
459 property, on the basis that it is not consistent with the
460 comprehensive plan adopted under this part, is by an appeal
461 filed by a petition for writ of certiorari filed in circuit
462 court no later than 30 days following rendition of a development
463 order or other written decision of the local government, or when
464 all local administrative appeals, if any, are exhausted,

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465 whichever occurs later. An action for injunctive or other relief
466 may be joined with the petition for certiorari. Principles of
467 judicial or administrative res judicata and collateral estoppel
468 apply to these proceedings. Minimum components of the local
469 process are as follows:

470 (a) The local process must make provision for notice of an
471 application for a development order that materially alters the
472 use or density or intensity of use on a particular piece of
473 property, including notice by publication or mailed notice
474 consistent with the provisions of ss. 125.66(5)(b)2. and 3. and
475 166.041(3)(c)2.b. and c. ss. ~~125.66(4)(b)2. and 3. and~~
476 ~~166.041(3)(c)2.b. and c.~~, and must require prominent posting at
477 the job site. The notice must be given within 10 days after the
478 filing of an application for a development order; however,
479 notice under this subsection is not required for an application
480 for a building permit or any other official action of local
481 government which does not materially alter the use or density or
482 intensity of use on a particular piece of property. The notice
483 must clearly delineate that an aggrieved or adversely affected
484 person has the right to request a quasi-judicial hearing before
485 the local government for which the application is made, must
486 explain the conditions precedent to the appeal of any
487 development order ultimately rendered upon the application, and
488 must specify the location where written procedures can be
489 obtained that describe the process, including how to initiate
490 the quasi-judicial process, the timeframes for initiating the
491 process, and the location of the hearing. The process may
492 include an opportunity for an alternative dispute resolution.

493 Section 11. Paragraph (c) of subsection (1) of section

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494 376.80, Florida Statutes, is amended to read:
 495 376.80 Brownfield program administration process.—
 496 (1) The following general procedures apply to brownfield
 497 designations:
 498 (c) Except as otherwise provided, the following provisions
 499 apply to all proposed brownfield area designations:
 500 1. Notification to department following adoption.—A local
 501 government with jurisdiction over the brownfield area must
 502 notify the department, and, if applicable, the local pollution
 503 control program under s. 403.182, of its decision to designate a
 504 brownfield area for rehabilitation for the purposes of ss.
 505 376.77–376.86. The notification must include a resolution
 506 adopted by the local government body. The local government shall
 507 notify the department, and, if applicable, the local pollution
 508 control program under s. 403.182, of the designation within 30
 509 days after adoption of the resolution.
 510 2. Resolution adoption.—The brownfield area designation
 511 must be carried out by a resolution adopted by the
 512 jurisdictional local government, which includes a map adequate
 513 to clearly delineate exactly which parcels are to be included in
 514 the brownfield area or alternatively a less-detailed map
 515 accompanied by a detailed legal description of the brownfield
 516 area. For municipalities, the governing body shall adopt the
 517 resolution in accordance with the procedures outlined in s.
 518 166.041, except that the procedures for the public hearings on
 519 the proposed resolution must be in the form established in s.
 520 166.041(3)(c)2. For counties, the governing body shall adopt the
 521 resolution in accordance with the procedures outlined in s.
 522 125.66, except that the procedures for the public hearings on

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523 the proposed resolution must ~~shall~~ be in the form established in
524 s. 125.66(5)(b) ~~s. 125.66(4)(b)~~.

525 3. Right to be removed from proposed brownfield area.—If a
526 property owner within the area proposed for designation by the
527 local government requests in writing to have his or her property
528 removed from the proposed designation, the local government must
529 ~~shall~~ grant the request.

530 4. Notice and public hearing requirements for designation
531 of a proposed brownfield area outside a redevelopment area or by
532 a nongovernmental entity. Compliance with the following
533 provisions is required before designation of a proposed
534 brownfield area under paragraph (2)(a) or paragraph (2)(c):

535 a. At least one of the required public hearings must ~~shall~~
536 be conducted as closely as is reasonably practicable to the area
537 to be designated to provide an opportunity for public input on
538 the size of the area, the objectives for rehabilitation, job
539 opportunities and economic developments anticipated,
540 neighborhood residents' considerations, and other relevant local
541 concerns.

542 b. Notice of a public hearing must be made in a newspaper
543 of general circulation in the area, must be made in ethnic
544 newspapers or local community bulletins, must be posted in the
545 affected area, and must be announced at a scheduled meeting of
546 the local governing body before the actual public hearing.

547 Section 12. Paragraph (a) of subsection (3) of section
548 497.270, Florida Statutes, is amended to read:

549 497.270 Minimum acreage; sale or disposition of cemetery
550 lands.—

551 (3)(a) If the property to be sold, conveyed, or disposed of

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552 under subsection (2) has been or is being used for the permanent
 553 interment of human remains, the applicant for approval of such
 554 sale, conveyance, or disposition must ~~shall~~ cause to be
 555 published, at least once a week for 4 consecutive weeks, a
 556 notice meeting the standards of publication set forth in s.
 557 125.66(5)(b)2. ~~s. 125.66(4)(b)2.~~ The notice must ~~shall~~ describe
 558 the property in question and the proposed noncemetery use and
 559 must ~~shall~~ advise substantially affected persons that they may
 560 file a written request for a hearing pursuant to chapter 120,
 561 within 14 days after the date of last publication of the notice,
 562 with the department if they object to granting the applicant's
 563 request to sell, convey, or dispose of the subject property for
 564 noncemetery uses.

565 Section 13. Paragraph (a) of subsection (2) of section
 566 562.45, Florida Statutes, is amended to read:

567 562.45 Penalties for violating Beverage Law; local
 568 ordinances; prohibiting regulation of certain activities or
 569 business transactions; requiring nondiscriminatory treatment;
 570 providing exceptions.-

571 (2) (a) Nothing contained in the Beverage Law may ~~shall~~ be
 572 construed to affect or impair the power or right of any county
 573 or incorporated municipality of the state to enact ordinances
 574 regulating the hours of business and location of place of
 575 business, and prescribing sanitary regulations therefor, of any
 576 licensee under the Beverage Law within the county or corporate
 577 limits of such municipality. However, except for premises
 578 licensed on or before July 1, 1999, and except for locations
 579 ~~that are~~ licensed as restaurants, which derive at least 51
 580 percent of their gross revenues from the sale of food and

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581 nonalcoholic beverages, pursuant to chapter 509, a location for
582 on-premises consumption of alcoholic beverages may not be
583 located within 500 feet of the real property that comprises a
584 public or private elementary school, middle school, or secondary
585 school unless the county or municipality approves the location
586 as promoting the public health, safety, and general welfare of
587 the community under proceedings as provided in s. 125.66(5) ~~s.~~
588 ~~125.66(4)~~, for counties, and s. 166.041(3)(c), for
589 municipalities. This restriction may ~~shall~~ not, however, be
590 construed to prohibit the issuance of temporary permits to
591 certain nonprofit organizations as provided for in s. 561.422.
592 The division may not issue a change in the series of a license
593 or approve a change of a licensee's location unless the licensee
594 provides documentation of proper zoning from the appropriate
595 county or municipal zoning authorities.

596 Section 14. Subsection (1) of section 847.0134, Florida
597 Statutes, is amended to read:

598 847.0134 Prohibition of adult entertainment establishment
599 that displays, sells, or distributes materials harmful to minors
600 within 2,500 feet of a school.—

601 (1) Except for those establishments that are legally
602 operating or have been granted a permit from a local government
603 to operate as adult entertainment establishments on or before
604 July 1, 2001, an adult entertainment establishment that sells,
605 rents, loans, distributes, transmits, shows, or exhibits any
606 obscene material, as described in s. 847.0133, or presents live
607 entertainment or a motion picture, slide, or other exhibit that,
608 in whole or in part, depicts nudity, sexual conduct, sexual
609 excitement, sexual battery, sexual bestiality, or

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610 sadomasochistic abuse and that is harmful to minors, as
611 described in s. 847.001, may not be located within 2,500 feet of
612 the real property that comprises a public or private elementary
613 school, middle school, or secondary school unless the county or
614 municipality approves the location under proceedings as provided
615 in s. 125.66(5) ~~s. 125.66(4)~~ for counties or s. 166.041(3)(c)
616 for municipalities.

617 Section 15. The Legislature finds and declares that this
618 act fulfills an important state interest.

619 Section 16. Except as otherwise expressly provided in this
620 act and except for this section, which shall take effect upon
621 becoming a law, this act shall take effect October 1, 2023.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
Hypothetical Proposed Ordinance 23-100 Building Permit Fees

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 23-100 would increase the current basic building permit fee applicable to residential dwelling construction from \$32 per 100 square feet to the proposed \$36 per 100 square feet. It is estimated this increase will add an additional \$400 per year to pay the costs of processing building permits, conducting related reviews and making related inspections. The public purpose of the ordinance is to offset the [City/Town/Village's] costs of processing building permits, conducting related reviews and making related inspections, thereby protecting public safety and ensuring compliance with the Florida Building Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], including the following, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The adoption of Ordinance 23-100 will directly increase the fees paid to construct new dwelling units and will result in additional money for building permit processing. Currently, the average levy is \$484, which represents an approximately 1,500-square-foot housing unit. The change from \$32 to \$36 represents a 12.5% increase. The direct impact of this change is anticipated to be an increase of \$60 per average housing unit.

Ordinance 23-100 does not create a new fee or charge. It would increase the current basic building permit fee applicable to residential dwelling construction from \$32 per 100 square feet to the proposed \$36 per 100 square feet.

The proposed change in the residential construction fee presents no significant foreseeable or anticipated cost or decrease in the [City/Town/Village's] regulatory costs. Ordinance 23-100 would increase the current basic building permit fee applicable to residential dwelling construction from \$32 per 100 square feet to the proposed \$36 per 100 square feet. It is estimated this increase will add an additional \$400 per year to pay the [City/Town/Village's] costs of processing building permits, conducting related reviews and making related inspections.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The [City/Town/Village] issued ___ permits for residential dwelling unit construction in FY ___. The estimated number of businesses likely to be impacted by the ordinance cannot be quantified at this time because the number of businesses likely to be impacted by Ordinance 23-100 will depend on how many businesses seek residential dwelling building permits following the effective date of the ordinance.

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Hypothetical Proposed Ordinance 23-101 Outdoor Amplified Sound

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 23-101 is proposed for the purpose of imposing sound limits on outdoor amplified sound at establishments that offer alcoholic beverages for sale to protect the public health and safety of patrons, nearby businesses and residences. The ordinance prohibits outdoor amplified sound that exceeds specified levels on Sunday to Thursday nights commencing at 11:00 p.m. and Friday and Saturday nights commencing at midnight until 7:00 a.m. the following morning.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], including the following, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are unlikely to be direct compliance costs associated with Ordinance 23-101. There may be indirect compliance costs incurred by business establishments that currently use outdoor amplified sound at noise levels and hours that would be prohibited by Ordinance 23-101. Such business establishments may be required to move amplified sound indoors or shorten the hours for outdoor amplified sound.

Ordinance 23-101 does not impose any new charge or fee on businesses.

The City may incur increased, indeterminate regulatory costs associated with code compliance. There are no new charges or fees that will be imposed on businesses by the ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City estimates that ____ private, for-profit businesses serve alcoholic beverages in the City and, therefore, would potentially be subject to Ordinance 23-101. [cite source of data]

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
Hypothetical Proposed Ordinance 23-102 Single-Use Plastic

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
Ordinance 23-102 would prohibit the sale or use of single-use plastic beverage straws and single-use plastic stirrers by city contractors and special event permittees conducting special events on municipal property. The ordinance furthers public health, safety and welfare by reducing litter from single-use plastic straws and stirrers, which are not readily recyclable or biodegradable.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], including the following, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
Ordinance 23-102 applies only to city contractors and special event permittees with permits or contracts entered or issued after the effective date of the ordinance. These entities may incur increased, indeterminate costs associated with using biodegradable or reusable straws and stirrers that are greater than the costs associated with using non-biodegradable or single-use straws and stirrers. Biodegradable or reusable straws and stirrers typically cost 8% more than plastic products. [cite source of data]. Private, for-profit businesses in the [City/Town/Village] may avoid incurring these costs by not entering contracts with the City and by not seeking city permits for special events.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The City estimates that ____ private, for-profit businesses serve alcoholic beverages in the City and, therefore, would potentially be subject to Ordinance 23-101. [cite source of data]

Ordinance 23-102 does not impose any new charge or fee on businesses.

The City may incur increased, indeterminate costs associated with monitoring the activity of city contractors and special event permittees to ensure compliance. There are no new charges or fees that will be imposed on businesses by the ordinance to cover the City's costs of ensuring compliance.

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session

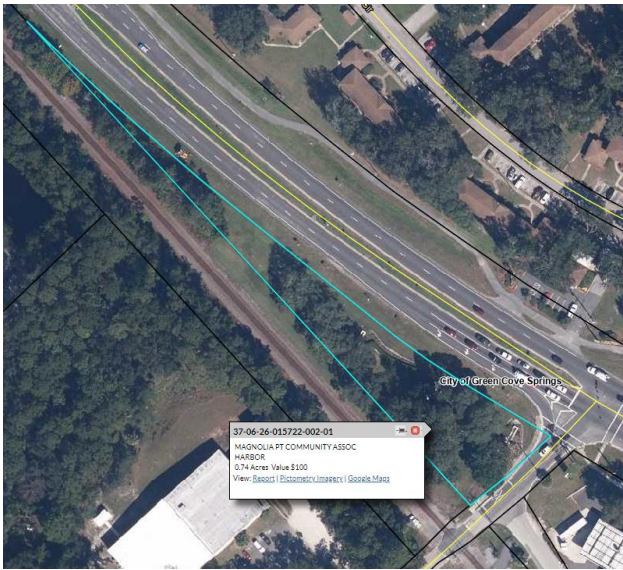
MEETING DATE: February 20, 2024

FROM: Mike Null, Asst. City Manager

SUBJECT: City Council discussion of amended easement for underground utility lines located on the parcel located at the northwest corner of the intersection of US HWY 17 and Harbor Road.
Mike Null

BACKGROUND

In 2017, the City obtained an easement from the Magnolia Point Community Association along the back of the subject property located at the northwest corner of US HWY 17 and Harbor Road as outlined in blue below.



Since that time, the City has installed reclaimed water lines in this easement and may install other utilities in the future.

A potential buyer, Joe Wiggins, has requested that the City add a clause to the easement that would allow him to construct parking spaces over the easement, with the caveat that if the city has to dig the area up in the future to access the lines, the property owner will bear the cost of reconstructing any parking infrastructure that is disturbed. Attached for council reference are copies of the current and proposed easements.

FISCAL IMPACT

N/A

RECOMMENDATION

Subject to Council direction.

CFN # 2017045067, OR BK: 4008 PG: 1579, Pages 1 / 6, Recorded 8/31/2017 12:11 PM, Doc: E
TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: \$52.50
Deputy Clerk WESTA

Item #15.

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 5 day of May, 2017 by **MAGNOLIA POINT COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, with an address of 586 Marsh Landing Parkway, Jacksonville Beach, Florida 32250, hereinafter called "Grantor," to the **CITY OF GREEN COVE SPRINGS**, a Florida municipal corporation, with an address of 321 Walnut Street, Green Cove Springs, Florida 32043, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a nonexclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground reclaimed water main extension, force main system, and water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of underground utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property legally described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water, sewer, and/or reclaimed water utility services only and does not convey any right to install other utilities including, but not limited to, cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns, for the purposes aforesaid. Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement. The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

2. Grantor reserves the right and privilege to use and occupy the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee and not inconsistent with Grantee's use. Grantor shall not erect or construct any building or other structure over the Easement Area except fences and landscape architecture and shall not drill, excavate or operate any well within the Easement Area.

3. All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same.

4. The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the Utility Lines and Associated Equipment located within the Easement area. At Grantor's request, and upon relocation of such lines and equipment at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

5. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the property owned by Grantor. In exercising its ingress and egress rights to the easement, Grantee shall enter and depart over routes that will occasion the least practicable damage and inconvenience to Grantor.

6. The Grantee shall maintain all Utility Lines and Associated Equipment located within the Easement Area.

7. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner and shall restore the ground, land and surface area to the condition existing prior to such installation, construction, repair, replacement or removal. Grantee shall further fully restore and replace any fencing, landscaping, drives, private roads, sidewalks or other structures or improvements removed or damaged during access, installation, construction, repair, replacement, removal or maintenance of any Utility Lines and Associated Equipment. Grantee will notify Grantor no less than 48 hours before any construction, installation, repair, replacement, removal or regularly scheduled maintenance work on the Utility Lines and Associated Equipment occurs.

8. Grantee shall have the right to mark the location of any Utility Lines and Associated Equipment by suitable markers set in the ground, but such markers when set in the ground shall be placed on fences or other locations which will not interfere with any reasonable use the Grantor shall make of the surface of the Easement Area.

9. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Easement for Utilities to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness

GRANTOR
By: Richard Titus
Its: MCA President

Mike Hallam
Print Name

[Signature]
Witness

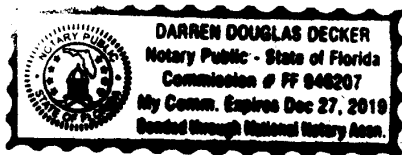
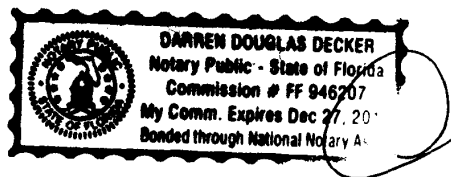
Richard HARRISON
Print Name

State of FLORIDA
County of CLAY

The foregoing instrument was acknowledged before me this 5 day of MAY, 2017, by DICK TITUS who is personally known to me or has produced _____ as identification.

(Seal)

[Signature]
Notary Public
Printed Name:
Commission Expires:



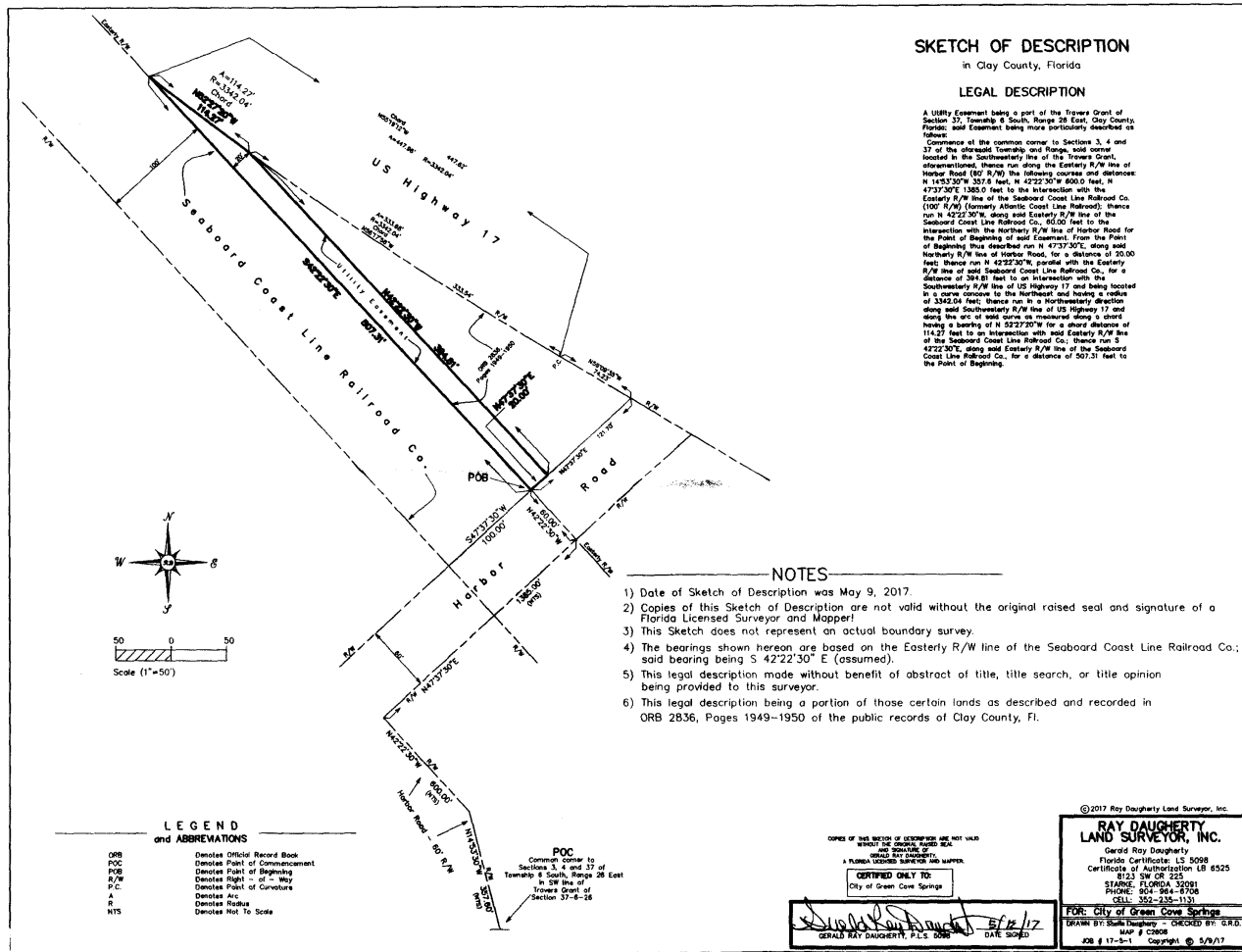
*ERRATA CORRECT.
second stamp*
[Signature]

EXHIBIT "A"

EASEMENT AREA

A twenty foot (20') wide easement across the westerly boundary of Parcel 37-06-26-015722-002-01 (Bk 2836, Pg 1949 of the Public Records of Clay County, Florida), as more particularly described and shown in the sketch attached as Exhibit B.

EXHIBIT "B"



SKETCH OF DESCRIPTION in Clay County, Florida

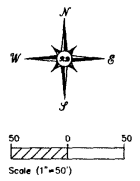
LEGAL DESCRIPTION

A Utility Easement being a part of the Tower Grant of Section 37, Township 8 South, Range 28 East, Clay County, Florida, said Easement being more particularly described as follows:

Commence the common corner to Sections 3, 4 and 37 of the aforesaid Township and Range, said corner located in the southeasterly line of the Tower Grant, aforementioned, thence run along the Easterly R/W line of Harbor Road (60' R/W) the following courses and distances: N 15°52'30" W 357.6 feet, N 42°22'30" W 800.0 feet, N 47°37'30" E 1382.0 feet to the intersection with the Easterly R/W line of the Seaboard Coast Line Railroad Co. (100' R/W) (Formerly Atlantic Coast Line Railroad); thence run N 42°22'30" W, along said Easterly R/W line of the Seaboard Coast Line Railroad Co., 60.00 feet to the intersection with the Northern R/W line of Harbor Road for the Point of Beginning of said Easement. From the Point of Beginning, thence described run N 47°37'30" E, along said Northern R/W line of Harbor Road, for a distance of 20.00 feet; thence run N 42°22'30" W, parallel with the Easterly R/W line of said Seaboard Coast Line Railroad Co., for a distance of 344.81 feet to an intersection with the Southeasterly R/W line of US Highway 17 and being located in a curve concave to the Northeast and having a radius of 3345.04 feet; thence run in a Northeasterly direction along said Southeasterly R/W line of US Highway 17 and along the arc of said curve as measured along a chord having a bearing of N 52°27'20" W for a chord distance of 114.27 feet to an intersection with said Easterly R/W line of the Seaboard Coast Line Railroad Co.; thence run S 42°22'30" E, along said Easterly R/W line of the Seaboard Coast Line Railroad Co., for a distance of 507.31 feet to the Point of Beginning.

NOTES

- 1) Date of Sketch of Description was May 9, 2017.
- 2) Copies of this Sketch of Description are not valid without the original raised seal and signature of a Florida Licensed Surveyor and Mapper.
- 3) This Sketch does not represent an actual boundary survey.
- 4) The bearings shown hereon are based on the Easterly R/W line of the Seaboard Coast Line Railroad Co.; said bearing being S 42°22'30" E (assumed).
- 5) This legal description made without benefit of abstract of title, title search, or title opinion being provided to this surveyor.
- 6) This legal description being a portion of those certain lands as described and recorded in ORB 2836, Pages 1949-1950 of the public records of Clay County, Fl.



LEGEND and ABBREVIATIONS

ORB	Denotes Official Record Book
POC	Denotes Point of Commencement
POB	Denotes Point of Beginning
R/W	Denotes Right - of - Way
P.C.	Denotes Point of Curvature
A	Denotes Arc
R	Denotes Radius
NTS	Denotes Not To Scale

POC
Common corner to Sections 3, 4 and 37 of Township 8 South, Range 28 East in the line of Tower Grant of Section 37-8-28

©2017 Ray Daugherty Land Surveyor, Inc.

RAY DAUGHERTY LAND SURVEYOR, INC.
Gerald Ray Daugherty
Florida Certificate: LS 5098
Certificate of Authorization LB 6525
STATE: FLORIDA 33091
PHONE: 854-964-8706
CELL: 352-235-1131

FOR: City of Green Cove Springs
DRAWN BY: Sheila Daugherty - CHECKED BY: G.R.D.
JOB # 17-5-1 Copyright © 5/9/17

COPIES OF THIS SKETCH OR ABSTRACT ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED ONLY TO:
City of Green Cove Springs

Sheila Daugherty 5/9/17
GERALD RAY DAUGHERTY, P.L.S. 0088 DATE SIGNED

AMENDED EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this _____ day of _____, 2024 by **MAGNOLIA POINT COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, with an address of 3647 Shinnecock Lane, Green Cove Springs, FL 32043, hereinafter called "Grantor," to the **CITY OF GREEN COVE SPRINGS**, a Florida municipal corporation, with an address of 321 Walnut Street, Green Cove Springs, Florida 32043, hereinafter called "Grantee."

This Amendment is to Amend the Original Easement for Utilities recorded August 31, 2017 in Official Records Book 4008, page 1579 of the Public Records of Clay County, Florida. Said Easement being amended to add Item #3 below.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a nonexclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground reclaimed water main extension, force main system, and water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of underground utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property legally described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water, sewer, and/or reclaimed water utility services only and does not convey any right to install other utilities including, but not limited to, cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns, for the purposes aforesaid. Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement. The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

2. Grantor reserves the right and privilege to use and occupy the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee and not inconsistent with Grantee's use. Grantor shall not erect or construct any building or other structure over the Easement Area except fences and landscape architecture and shall not drill, excavate or operate any well within the Easement Area.

3. Grantor has the ability to construct parking and park on the easement with Grantor responsibility to repair any parking lot damage if repairs to the underground utility is required by Grantee.

4. All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same.

5. The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the Utility Lines and Associated Equipment located within the Easement area. At Grantor's request, and upon relocation of such lines and equipment at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

6. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the property owned by Grantor. In exercising its ingress and egress rights to the easement, Grantee shall enter and depart over routes that will occasion the least practicable damage and inconvenience to Grantor.

7. The Grantee shall maintain all Utility Lines and Associated Equipment located within the Easement Area.

8. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner and shall restore the ground, land and surface area to the condition existing prior to such installation, construction, repair, replacement or removal. Grantee shall further fully restore and replace any fencing, landscaping, drives, private roads, sidewalks or other structures or improvements removed or damaged during access, installation, construction, repair, replacement, removal or maintenance of any Utility Lines and Associated Equipment. Grantee will notify Grantor no less than 48 hours before any construction, installation, repair, replacement, removal or regularly scheduled maintenance work on the Utility Lines and Associated Equipment occurs.

9. Grantee shall have the right to mark the location of any Utility Lines and Associated Equipment by suitable markers set in the ground, but such markers when set in the ground shall be placed on fences or other locations which will not interfere with any reasonable use the Grantor shall make of the surface of the Easement Area.

10. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Easement for Utilities to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Magnolia Point Community Association,
Inc., a Florida not-for-profit corporation

Witness signature

By: _____
Its: _____

Witness print name

Witness signature

Witness print name

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me by [] physical presence or by [] online notarization this ____ day _____, 2024, by _____ as _____ of Magnolia Point Community Association, Inc., a Florida not-for-profit corporation, who is [] personally known to me or [] has produced _____ as identification.

SEAL

Notary signature

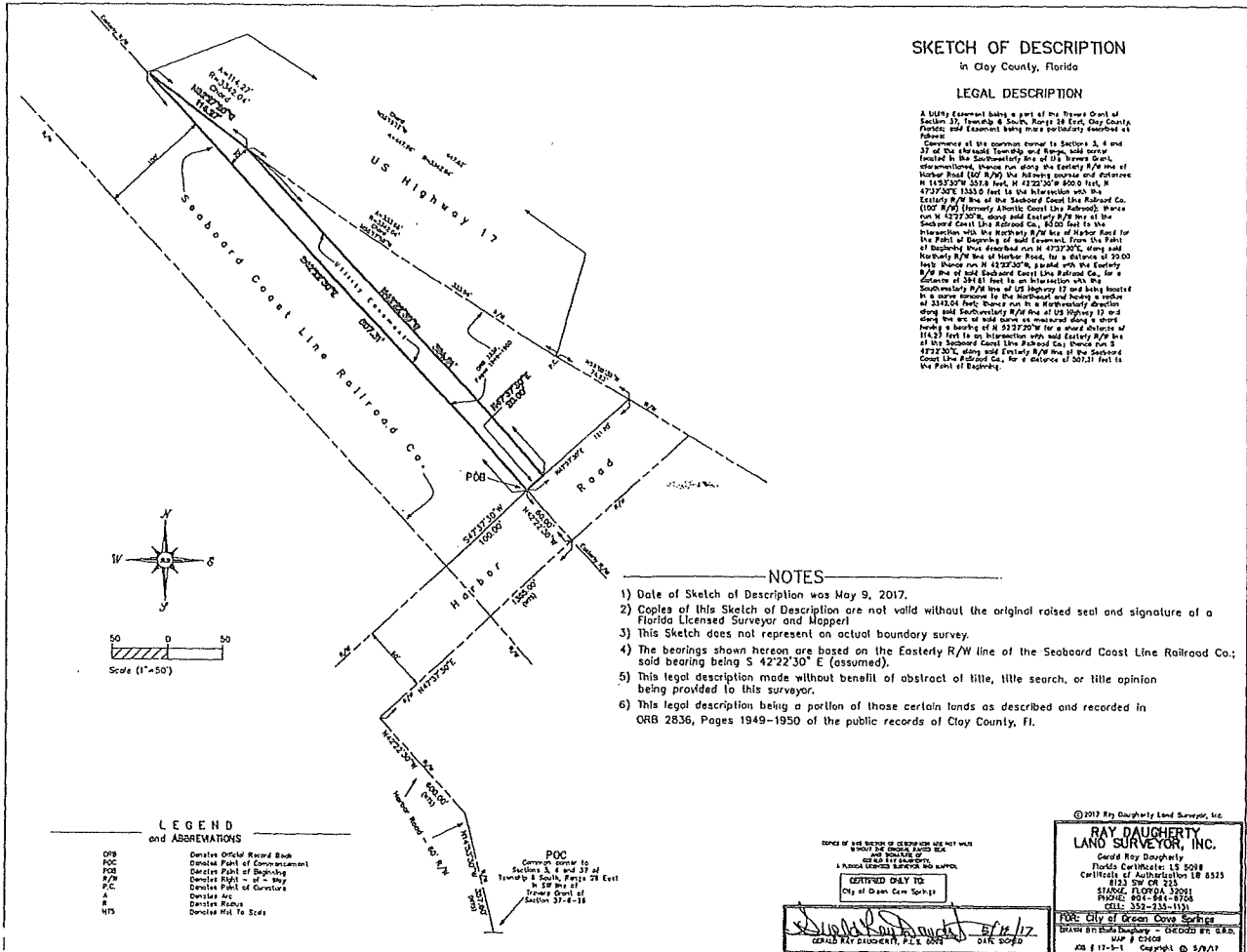
Notary print name

Commission expires:

EXHIBIT "A"

EASEMENT AREA

A twenty foot (20') wide easement across the westerly boundary of Parcel 37-06-26-015722-002-01 (Bk 2836, Pg 1949 of the Public Records of Clay County, Florida), as more particularly described and shown in the sketch attached as Exhibit B.





CITY OF GREEN COVE SPRINGS POLICE DEPARTMENT



Item #16.

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

The following is the official summary of activity conducted by members of the Green Cove Springs Police Department for the month of December 2023:

Total # Calls for Service: **725**
Total # Arrests: **13 (-16)**
Total # Traffic Stops: **349 (+160)** Total # Citations: **86 (+8)** % Citations to stops: **25%**
Total # Building and business security checks: **1,563 (+228)**
Total # Police Related Services: **3,613 (+498)**
Response Times: Priority 1: **5M 06sec** Priority 2: **M 36 sec** Priority 3: **5M 27 sec**
Dispatch Phone Communication: 911 calls: **275** Non-Emergency calls: **290** Walk-In: **14**

Marine Enforcement:

None

Red Light Camera Program:

Video Review:
Ofc. Gann reviewed 832 violations, approved 598 and rejected 234
Sgt. Vineyard reviewed 0 violations, approved 0 and rejected 0

Total violations reviewed for the month: **832** Approval Rating: **71.88%**
Total hours reviewing video: **10.37**

Traffic complaints received/completed:

Location	Issue	# Officer # Times	Traffic Stops	Traffic Citations	Traffic Warnings	Parking Citations	Issue Y/N
1220 Green Cove Ave	Speeding	7/19	19	3	16	0	Y

***When evaluating traffic complaints, low numbers of stops/citations are a good indication that the issue may not be as prevalent as the citizen believes.17*

Notable Arrests:

- 2023002532: Flee and Elude. Assist to the county with our K-9 Unit
- 2023002395: Disorderly Intoxication
- 2023002487: Retail Theft/ Possess controlled substance
- 2023002367: Retail Theft
- 2023002462: Possession of Crack Cocaine
- 2023002578: Burglary to Vehicle
- 2023002601: Domestic Violence Battery

2023002606: Trespassing
2023002607: Battery on Elderly
2023002615: Possession of Cocaine

Item #16.

Notable K-9 Activity:

Apprehensions: 1 Training Sessions: 1 Total Time Training: 8 Hrs
K9 Searches: 1 #Finds: 0 #No Finds: 1
Mutual Aid Calls: 0

Narcotics Finds: 0

Ofc. Babcock supplemented patrol shifts this period.

Community Liaison Officer Activity:

Citizen Surveys Completed: 1
Social Media Posts: 58
Pio Call Outs: 1
Recruitment Events: 0
Homeless Interactions: 0


Christmas Caroling
Shop with a Cop
JP Hall Charity Event
Agency Christmas Party.

Training:

None

Notable Chief Activity:

Helped Rotary Club with a Pickle Ball Tournament at the Thomas Hogan Gym
Christmas Parade and Christmas on Walnut Street
Rotary Club Lunch
News conference with Sheriff and other partners in Orange Park
Swearing of new members, and a promotion
Assisted with bikes for JP Hall event
MC'ed the City luncheon
Police Academy graduation for two new officers
Shop With a Cop
Caroling Around the Cove

 #673
1/29/24



ELECTRIC DEPARTMENT

Significant activities for the month of January 2024

- 7 Streetlights repaired
- 1 Streetlights removed
- 1 Pole removed
- 8 Poles installed
- 6 Meter services installed
- 2 Utility verifications
- 3 Voltage checks
- 3 Removed services for demolition

In addition to the activities listed above, the Electric Department also:

- Conducted daily morning safety meetings.
- Conducted daily truck inspections.
- Trimmed limbs and vines from power lines and poles.
- Unloaded transformers and supplies when they came in.
- Inspect/locate ROW permits.
- Conduct warehouse inventory/order supplies.
- 608 Mill St., turned off main breaker for fire department.
- 126 St Elmo Ct., replaced second hand-hole.
- 876 Bellewood Cir., wire down from streetlight was removed.
- 3380 US 17 N., installed primary wire, ct's, and transformers for 2 new services.
- 1921 Jersey Ave., de-energized all wire to old 1500 KVA and marked cables with tags.
- 254 Pringle Cir., re-attached guy wire to anchor and add guy guard.
- 3257 US 17 N., secondary broke low, repaired triplex.
- 409 Evelyn Ct., installed poles, new 50 KVA and wires.
- Martin L. King Jr Blvd. & Washington Ln., removed low hanging wire for safety.
- 400 Kirk St., installed secondary service up pole and 2 u-guard.
- CR 315 & US 17, removed service drop and meter to old traffic signal.

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

01/03/2024 – Between 12:45 p.m. – 2:25 p.m., Green Cove Ave. at the railroad, bad jaws replaced, 1 customer affected.

01/09/2024 – Between 6:45 a.m. – 8:15 a.m., 3607 Harbor Rd., tree limbs on primary line, 1 customer affected.

01/09/2024 – Between 9:40 a.m. – 10:25 a.m., 321 Walnut St., Chapman station breaker repaired, 2,500 customers affected.

01/09/2024 – Between 4:30 p.m. – 5:30 p.m., 3070 Anderson Rd., big tree down, repaired lines and removed tree, 15 customers affected.

01/09/2024 – Between 4:45 p.m. – 5:50 p.m., 1300 Cooks Ln., blown fuse by tree branch replaced, 15 customers affected.

01/30/2024 – Between 7:00 p.m. – 9:00 p.m., 1501 Boivin Rd, blown transformer fuse, 6 customers affected.

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

NAME	SERVICE ADDRESS	KWH	AMOUNT
St. Johns Landing	1408 N. Orange Ave.	350,520	\$ 46,322.14
Oak Street Opco LLC	803 Oak St.	181,200	\$ 22,062.15
Clay County Jail	901 N. Orange Ave.	180,920	\$ 23,370.27
Kindred Health	801 Oak St.	175,200	\$ 21,408.28
Winn Dixie Stores, Inc	3260 Hwy. 17 N.	163,000	\$ 20,886.04
BD Of County Commissioner	825 N. Orange Ave.	147,200	\$ 19,224.20
Permabase Building Products	1767 Wildwood Rd	110,400	\$ 14,133.12
Tamko Roofing Products	914 Hall Park Rd.	95,200	\$ 13,900.98
Clay County Court House	825 N. Orange Ave.	95,200	\$ 11,983.66
BD Of Public Instruction	2025 State Road 16	83,600	\$ 11,507.19
Garber Realty/GMC	3340 Highway 17	81,120	\$ 10,890.32
City of Green Cove Springs	1277 Harbor Road	74,320	\$ 10,174.54
City of Green Cove Springs	Set Street Lights	66,392	\$ 9,090.78
D Of County Commissioner	477 Houston St (DMV)	59,200	\$ 7,550.66
BD Of Public Instruction	Clay High School	50,880	\$ 9,210.51
Coral Ridge Foods, Gc	1165 N Orange AVE	43,920	\$ 5,738.69
VAC-CON	954 Hall Park Rd.	43,600	\$ 6,115.52
Green Cove Springs Marina	Pier # 11 & 1	42,480	\$ 5,506.88
BD Of Public Instruction	801 Center St.	40,960	\$ 5,741.14
Race Trac Petroleum, Inc.	3106 Highway 17	38,640	\$ 4,889.00
Pegasus Technologies	932 Pilot Dr Hanger 3 & 4	38,640	\$ 5,325.08
Direct TV/ ATT Services, Inc.	512 Center St	38,560	\$ 4,938.16
Garber Realty/Chrysler	3408 Highway 17	36,720	\$ 4,785.78
Garber Realty/Ford	3380 Highway 17	34,440	\$ 4,986.66

Electric Utility Department Capital Projects:

Pole top switch replacement

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

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

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

Governors Creek Hardening Project

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



City of Green Cove Springs

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

321 Walnut Street

Green Cove Springs, FL 32043
www.greencovesprings.com

MEMORANDUM

To: Steve Kennedy, City Manager
From: Development Services Department
Date: February 5, 2024
Subject: Monthly Planning, Code Enforcement and Building Report for January 2024

PLANNING

In January, no new business licenses were issued, 2 were renewed and there were 3 changes of ownership.

Total Business Tax Revenue for **January** was **\$392.50**.

During the month of January:

- Began or continued reviewing the following planning applications:
 - **US16/17 Map Amendment and Text Amendment**
 - **Vineyard Transition Center Site Development Plan**
 - **Clay Habitat Palmer Street Re-Plat:**
 - **Operation Lifeline Subdivision**
 - **Clay County Economic Development Building**
 - **Clay County Fire Station 20**
 - **River Oaks Warehouse Special Exception**
 - **Sunrise to Sunset Special Exception**
 - **Owens Minor Subdivision**
- **13 lien search requests, and 5 permit applications were processed.**
- Approved **2 special event applications.**
- Revenues for Planning related fees for **December** were **\$4,664.50**.

CODE ENFORCEMENT

In January, there were thirty-one new enforcement complaints filed. Voluntary compliance was achieved for five of the cases resulting in case closure. For Fiscal Year 2023-2024, Code Enforcement has collected \$8,230.56 in Code Enforcement fines.

Month of January courtesy notice of violation/notice of violation.

- 3 of 31 courtesy notices of violation/notice of violation complied which led to 12% compliance.
- 1 of 23 notices of violation voluntary compliance were achieved resulting in case closure.
- 26 notices of violation from previous months compliance were achieved resulting in case closure.
- 3 courtesy notices of violation from previous months compliance were achieved resulting in closure.

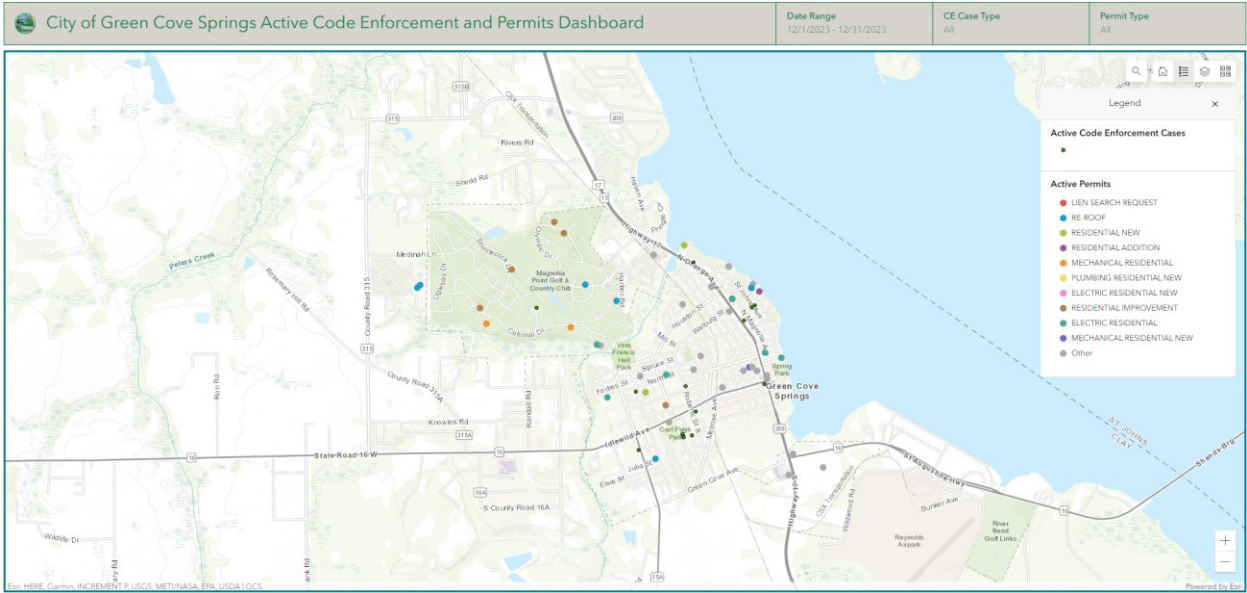
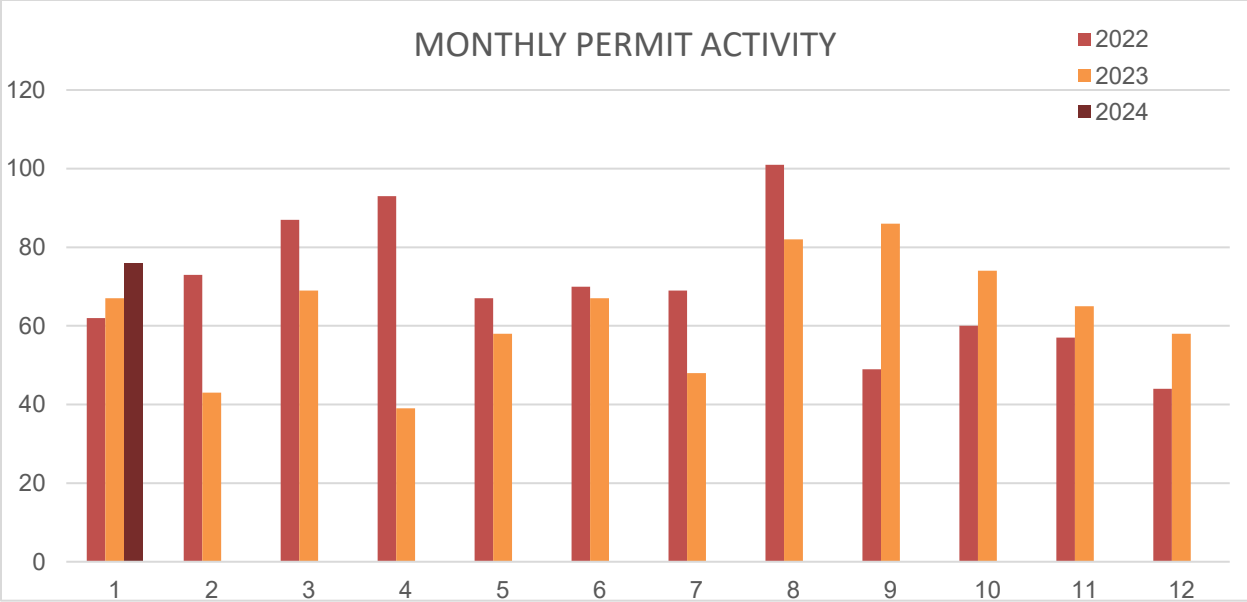
- 85 cases courtesy notices of violation/notice of violation complied year to date.

BUILDING

Building permit activity increased from December to January. The total number of building permits issued in December was 58 compared to 76 in January. Permit activity for January 2024 increased by 13.43% from January 2023.

Revenues for Building related fees for January were \$51,138.90.

JANUARY 2024 PERMIT SUMMARY	
RESIDENTIAL NEW	1
COMMERCIAL NEW	1
RESIDENTIAL ADDITION	6
COMMERCIAL ADDITION	1
RESIDENTIAL REMODEL / IMPROVEMENT	7
COMMERCIAL REMODEL / IMPROVEMENT	0
DEMOLITION	4
SIGNS	1
POOLS	0
RE-ROOFING	16
FENCES	9
MECHANICAL / ELECTRICAL / PLUMBING	29
OTHER PERMITS	1
TOTAL PERMITS ISSUED	76





Public Works Monthly Executive Summary January 2024

Street Department

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

- Street Sign Maintenance City Wide.
- Clean storm drains City Wide.
- 4 Silt Fence inspections.

The Street Department completed 55 additional work orders that pertained to street and stormwater issues.

Parks Department

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

- Preparation for Arbor Day.
- Preparation for Martin Luther King Day program at Vera Francis Hall Park, we worked the festival and broke down afterwards.
- Un-decorated the City from Christmas.
- Un-decorated from the Parade of Trees.
- Monthly playground equipment inspection and necessary repairs.
- Cleaned the pool 4 times.

The Parks Department completed 3 additional work orders outside of their normal daily work schedules.

Equipment Maintenance

The Equipment Maintenance Shop, as always, works hard to keep the equipment and vehicles going so the city can continue to provide our citizens with the exceptional service they are accustomed to. During the month of January Levi, John and Donald completed **88** work orders.

Tradesworker

During the month of January **34** work orders were completed.

Solid Waste Department

Cove Life, Litter Cleanup Program & New Services:

- Picked up everything around the rollout cans.
- Picked up as much loose trash, palm fronds, and sticks as possible on the streets, along the R.O.W. and ditches regardless of if it is near a container or not.
- Delivered **2** trash cans and **2** recycle bins to new customers.
- Delivered 11 green and 11 blue recycling bins to current customers.
- Repaired 6 trash cans.
- Replaced 26 trash cans.

This month January, the city collected:

- **331.66** tons of Class I garbage (4% increase)
- **11.11** tons of recycling (38% decrease) – New Recycling rules implemented
- **104.18** tons of yard waste (15% decrease)
- **102.17**tons Sludge
- **0** tons **Street Sweeping**
- **14.48** tons of white goods and other junk.

For comparison during January 2023, the city collected:

- **319.55** tons of Class I garbage
- **17.89** tons of recycling
- **123.28**tons of yard waste
- **144.57**tons Sludge
- **3.63** **Street Sweeping**
- **10.34** tons of white goods and other junk

Water/Wastewater

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

- Construction of the new 1.25 million gallon per day (MGD) advanced wastewater treatment plant (AWWTP) at the Harbor Road site. **Construction approximately 85% complete. Surety has chosen Sawcross Contractors to complete construction. Sawcross mobilized on 1/8/2024.**
 - Phase III:
 - A new force main from Lift Station #2 diverting the sewage from the South Plant to Harbor Road (all sewage generated in the City will be treated at the new Harbor Road AWWTP).
 - Decommissioning and “mothballing” of the South Wastewater Treatment Plant. The permit will remain in place and the plant could be re-commissioned at a later date depending on future activities at the Reynolds site. **Staff has applied for a grant from a new program at FDEP for this construction. This is a grant only. A private loan would be required to pay the balance between grant amount and actual project cost. A full analysis will take place upon results of grant application.**
 - Phase IV (further described below):
 - Design and permitting of a reclaimed water system in the Magnolia Point Development. This project will be necessary to comply with Senate Bill 64, the “Surface Water Discharge Elimination Act” which requires utilities to eliminate wastewater facility discharges to surface waters (rivers, etc.) by 2032.
 - This project will be completed in phases to reduce impact to customers and maximize loan to grant potential.
 - Phase V (future – determined by growth) is a second identical 1.25 MGD AWWTP built at the Harbor Road site. An alternative would be construction of this train at the South Plant site in Reynolds Park if the southern /Reynolds portion of our service territory is where significant growth occurs
 - Phase VI (future – determined by growth) is a third identical 1.25 MGD AWWTP built at the Harbor Road or Reynolds site.
- Sanitary Sewer Evaluation Survey (SSES) of the Core City wastewater collection system is **complete**, including Mittauer final report. Staff utilizes this data daily in evaluating collection system repairs and requests for sewer connections.
 - Continuing to work with FDOT and Clay County on utility relocations associated with the First Coast Expressway and Clay County road expansions (CR 315 & CR 209 / Russel Road). Project schedules and designs continue to change. **The relocation of the utilities on CR 209 will not be at the city’s expense as the affected area is in an easement, not in the right-of-way. CR 315 relocation still under review.**
 - **Senate Bill 64, The Surface Water Discharge Elimination Act:** In 2021 the Florida Senate approved SB 64, which requires wastewater treatment plants to eliminate surface water discharges by 2035, which has become a significant financial burden to utilities. This requires the city to eliminate effluent discharge from the Harbor Road and South wastewater treatment plants to the St. Johns River. While the city has been implementing reclaimed water projects for several years, there are not enough uses to take all of the city’s treated wastewater. In November 2021, as required, the city submitted to FDEP a plan as to how surface water discharges will be eliminated. That plan, which is to re-pipe Magnolia Point irrigation to

reclaimed water, was approved by FDEP. As Magnolia Point is a large user of potable / aquifer water for irrigation, this project has two benefits – reducing surface water discharges and reducing withdrawals from the Floridan Aquifer for irrigation.

Staff have applied for a loan / grant from the Drinking Water SRF Program for design and permitting of the Magnolia Point Reclaimed Water Project.

Potable Water:

- Staff and Mittauer have completed a full review of the future capital needs of the water system. A comprehensive capital improvement program (CIP) has been developed as part of the Water Master Plan. As in the past, the timing of many of these improvements is driven by future activities in Reynolds Industrial Park and other areas of our service territory. The city has received an FDEP – SRF loan for Planning and Engineering of several of the CIP improvements so that as the need for the improvements occur, the City is ahead of the game and can apply very quickly to SRF for actual construction dollars as “shovel-ready” projects. The total design project cost is \$356,800.00, with a \$178,400.00 (50%) principal forgiveness (grant), leaving an actual loan of \$180,100.00.
- Reynolds Water System Improvements:
 - New water mains along two primary streets to remedy fire hydrants that were inadequate.
 - New 12” water main crossing under SR 16 to replace aging mains that endanger the integrity of the road. This eliminated four existing crossings.
 - New water main along Red Bay Road eliminating existing aging and leaking pipes. In addition remediating fire hydrants that were inadequate.
 - New water main and sewer force main extension from Reynolds Park to and across the MOBRO complex. This extension is designed to supply water, fire protection & sewer needs to MOBRO and future developments to the east.
 - **Completed September 2021**

South Service Territory Improvements:

- New 12” water main loop from US17 along CR 209 S to the existing 12” water main that terminated at 4600 CR 209 S. This also included a new 4” sewer force main from US 17 along CR 209 S to the First Coast Expressway crossing. **Completed September 2021**
- The City has received grants from the State of Florida Hazard Mitigation Grant Program (HMGP) to install auxiliary generators at 17 sewage lift stations, and install generators / raise infrastructure at four additional stations. The grant funds 75% of the improvements. **Approximately 99% complete**
- Continued remediation of malfunctioning or out-of-service hydrants.
- Operated and maintained the Harbor Rd. and South Wastewater Treatment Plants as well as the Harbor Rd. and Reynolds Water Treatment Plants to meet the requirements of Regulatory Agencies.
- Continued to make process control adjustments at the Harbor Rd. and South WWTP in efforts to further lower Total Nitrogen and Total Phosphorus levels being discharged to the St. Johns River.
- Continued landscape maintenance at Water and Wastewater Treatment Facilities as well as lift stations.
- Continued preventative maintenance on all treatment facility generators.
- Completed 2 new services.
- Completed 62 water-related work orders.
- Completed 19 sewer related work orders.
- Responded to 127 utilities locate requests.

TOP 10 WATER CUSTOMERS JANUARY 2024

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Sheriff's Department	1	Sheriff's Department
2	Hanson Pipe & Precast INC	2	Hanson Pipe & Precast INC
3	Premier Surface Design LLC	3	Clay County Court House
4	Clay County Court House	4	Premier Surface Design LLC
5	Clay Port INC	5	Green Cove Springs Distribution
6	Vac-Con	6	Vac-Con
7	R C Bannerman Learning Center	7	Clay Port INC
8	Cove Plaza LLC	8	R C Bannerman Learning Center
9	Coral Ridge Foods, GC#4868	9	Green Cove Springs Junior High School
10	CLAY Port INC	10	Cove Plaza LLC

TOP 10 IRRIGATION CUSTOMERS JANUARY 2024

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Triad Retail Construction	1	Triad Retail Construction
2	Vallencourt Construction	2	Vallencourt Construction
3	Permabase Building Products	3	Permabase Building Products
4	Governors Point Yacht	4	Governors Point Yacht Club
5	Magnolia Point Investments	5	Magnolia Point Investments
6	Mobro Marnie INC	6	Mobro Marine, INC
7	Hut American Group LLC	7	AMH Development non Res
8	Coral Ridge Foods GC#4868	8	Hut American Group LLC
9	K2W Real Estate Holdings INC.	9	Coral Ridge Foods GC#4868
10	County DMV Tax Collecting	10	County DMV Tax Collecting

TOP 10 SEWER CUSTOMERS JANUARY 2024

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	St. John's Landing	1	St. John's Landing
2	Sheriff's Department	2	Sheriff's Department
3	Hanson Pipe & Precast INC	3	Hanson Pipe & Precast INC
4	Oak Street OPCO LLC	4	Oak Street OPCO LLC
5	Kindred Health	5	Kindred Health
6	Premier Surface Design LLC	6	Clay County Court House
7	Clay County Court House	7	Premier Surface Design LLC
8	Spring Coin Laundry	8	Dreh Holding LLC
9	Dreh Holdings LLC	9	Spring Coin Laundry
10	Clay Port INC.	10	Vac-Con

Wastewater Plant Capacity Status

South Plant: TMDL Capacity 0.350 MGD*

- Current Loading 0.260 MGD*, 76% Capacity (November 2023 Annual Average)
- Current & Committed (.065) Loading 0.325 MGD*, 93% Capacity
- Current, Committed (.065) & Requested (0.40) Loading 0.362 MGD*, 103% Capacity

Committed flow: Rookery Phase 1 (.065)

Requested flow: Batton Lakes RV Park (0.40)

Harbor Road: TMDL Capacity 0.650 MGD*

- Current Loading 0.497 MGD*, 77% Capacity (November 2023 Annual Average)
- Current & Committed (0) Loading 0.497 MGD*, 77% Capacity
- Current, Committed & Requested (0) Loading 0.497 MGD*, 77% Capacity

*MGD = Million Gallons per Day

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