

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, AUGUST 01, 2023 – 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 - **Pastor Bob Brown, Cornerstone Church**

Roll Call

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

AWARDS & RECOGNITION

1. Proclamation - VIA 140th Year Recognition

PRESENTATIONS

2. FMPA - August 2023 **Bob Page**

PUBLIC HEARINGS

3. Second and final reading of Ordinance O-20-2023 requesting a Small Scale Future Land Use Amendment for property located in the 1300 Block of Energy Cove Court for approximately 3.6 acres of parcel #016562-000-00. Future Land Use Amendment: from: Mixed Use to: Industrial **Michael Daniels**
4. Second and final reading of Ordinance O-21-2023 requesting a Zoning Amendment for property located in the 1300 Block of Energy Cove Court for approximately 3.6 acres of parcel #016562-000-00. Zoning Amendment: from: R-3, Residential High Density to: M-2, Heavy Industrial **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.

- [5.](#) City Council approval of Pay Application #2 to Thomas May Construction Company in the amount of \$212,956.75, leaving a balance of \$321,399.80 in agreement for professional construction services for Bid #2023-01, Public Works Compound Phase II. **Greg Bauer**
- [6.](#) City Council approval of Rookery Phase 1 Performance Bond. **Michael Daniels**
- [7.](#) City Council ratification of the submittal of an application to the Florida Department of Environmental Protection (FDEP) Water Quality Protection Grant, for Phase III of the Harbor Road Wastewater Treatment Facility (HRWWTF) expansion which includes a force main from Lift Station #2 to the HRWWTF and the “mothballing” of the South WWTF in the amount of \$6 million dollars. **Scott Schultz**
- [8.](#) City Council approval of the Fourth Addendum to the Interlocal agreement between the City and Clay County Utility Authority, providing temporary capacity at the South Wastewater Treatment Facility in the approximate amount of 40,000 gallons per day. **Scott Schultz**
- [9.](#) City Council approval of Grant Agreement with Florida Department of Emergency Management (FDEM), Contract # H1007, in the grant amount of \$138,490.96, for a new generator at City Hall, and authorization of the Mayor to execute same. **Mike Null**
- [10.](#) City Council approval to pay invoice to Southern Switch and Contacts in the Amended amount of amount of \$83,523.00 to provide maintenance and repairs of Chapman Substation Transformer #1. **Andy Yeager**
- [11.](#) City Council approval of Minutes. **Erin West**
Special Session: 5/16/2023
Regular Sessions: 5/16/2023 and 6/6/2023
- [12.](#) City Council approval of Change Order #5 to EltonAlan, Inc. for construction of the Palmetto Trail Project in the additive amount of \$2,261.00 and fifteen (15) days contract time. **Mike Null**

COUNCIL BUSINESS

- [13.](#) Review of a Site Development Plan for the Knight Center located at 1201 Orange Avenue. **Michael Daniels**
- [14.](#) City Manager & City Attorney Reports / Correspondence
- [15.](#) City Council Reports / Correspondence

Adjournment

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

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

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

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

ADA NOTICE

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

PUBLIC PARTICIPATION:

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

EXPARTE COMMUNICATIONS

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

Proclamation

WHEREAS, the first Women's Club of Florida was formed on February 20, 1883 when 25 Ladies met and organized the Ladies Village Improvement Association of Green Cove Springs with Mrs. A. M. Rutledge as President; and

WHEREAS, a Festival Ball was held to raise money for beautifying the town; and

WHEREAS, in 1888, the Club opened the first Library in Clay County with one (1) donated book, maintaining the Library until 1961 when the Club donated over 4,000 books to Clay County to form its first Library; and

WHEREAS, during 1888, a Children's Auxiliary known as the "Star Branch" was formed by the Ladies for boys and girls who were taught proper manners and to have respect for their community; and

WHEREAS, in 1895, Green Cove Springs became the birthplace of the Florida Federation when Mrs. Ella Burrows issued a call for the formation of a FLORIDA FEDERATION OF WOMEN'S CLUBS with delegates from the five (5) clubs present and who became the Charter Members of the Florida Federation of Women's Clubs; and

WHEREAS, Mrs. Penelope Borden Hamilton, a member of the Green Cove Springs Club, became the first President of the Florida Federation of Women's Clubs; and

WHEREAS, in 1898, the Florida Federation of Women's Clubs acquired membership in the General Federation; and

WHEREAS, the Club opened the first Kindergarten, paid the teacher's salary, and opened the first school cafeteria preparing and serving the food to the students; and

WHEREAS, the Club continues its community service today by participation in Arbor Day, St. Johns River Clean-Up Day, Support Cans for Canines for Wounded Veterans, sponsoring the Annual Opal Reed Beautification Award, providing scholarships for graduating Seniors at Clay High School, and supporting the USO by opening the Club House for social gatherings and serving refreshments, and other projects as decided by the Club to meet the needs of our community, state, nationally and internationally.

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

Section 1. The City of Green Cove Springs recognizes The Village Improvement Association Federated Women's Club of Green Cove Springs for their 140 years of concerted efforts for social, educational work and beautification projects to benefit the unique quality of life enjoyed by present and future generations of Green Cove Springs.

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

DONE AND PROCLAIMED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 1ST DAY OF AUGUST, 2023.



CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler
Constance W. Butler, Mayor

ATTEST:

Erin West
Erin West, City Clerk

FMPA Monthly Report

August 2023

Rate Call

The average price of natural gas for the month was \$2.66. Daily natural gas prices for the past month have fluctuated in the \$2.50-2.80 range. Hot summer weather has increased power generation use of natural gas to satisfy increase air conditioning loads.

Higher summer demand has cause gas transportation cost to increase slightly.

Natural gas accounted for 84% of the generation mix. Coal was 10% and nuclear was 4%. Solar generation was 1%.

The peak for the month was 27 June at 5PM.

Board of Directors

The Board approved the nomination and election of Board officers for the upcoming year, Barbara Quinones -Homestead- as Chair, Lynne Tejeda- Key West- Vice Chair, Bob Page as Secretary and Allen Putnam - Jacksonville Beach- Treasurer. Also approved was a Resolution honoring the contributions of Larry Mattern as a member of the BoD and Executive Committee.

Information items covered Member Services update, Notice of Annual Continuing Disclosure Report and a review and response to the EPA Proposal for Emissions from Power Generators.

Executive Committee

The ARP Executive Committee approved the nomination and election of Committee Officers for the upcoming year, Howard McKinnon- Havana-as Chair and Lynne Tejeda - Key West- as Vice Chair. A waiver of Stock Island Fuel Inventory was also approved

Information items reviewed the Notice of Annual Continuing Disclosure Report.

Policy Makers Liaisons Committee

The PMLC approved the nomination and election of committee leadership. Bob Page, Green Cove Springs, will save as Chair and Jim Hilty, Ocala, will save as Vice Chair. The meeting schedule for FY 24 was also approved.

Information items covered a review and response to the EPA Proposal for Emissions from Power Generators and a review of natural gas trends.

Energy Resources

The Energy Question David Blackmon (Podcast)

Energy News Beat (Stu Turley on Substack)



9c BOD – FMMPA Comments on EPA's Proposal on Emissions from Power Generators

Board of Directors

July 19, 2023

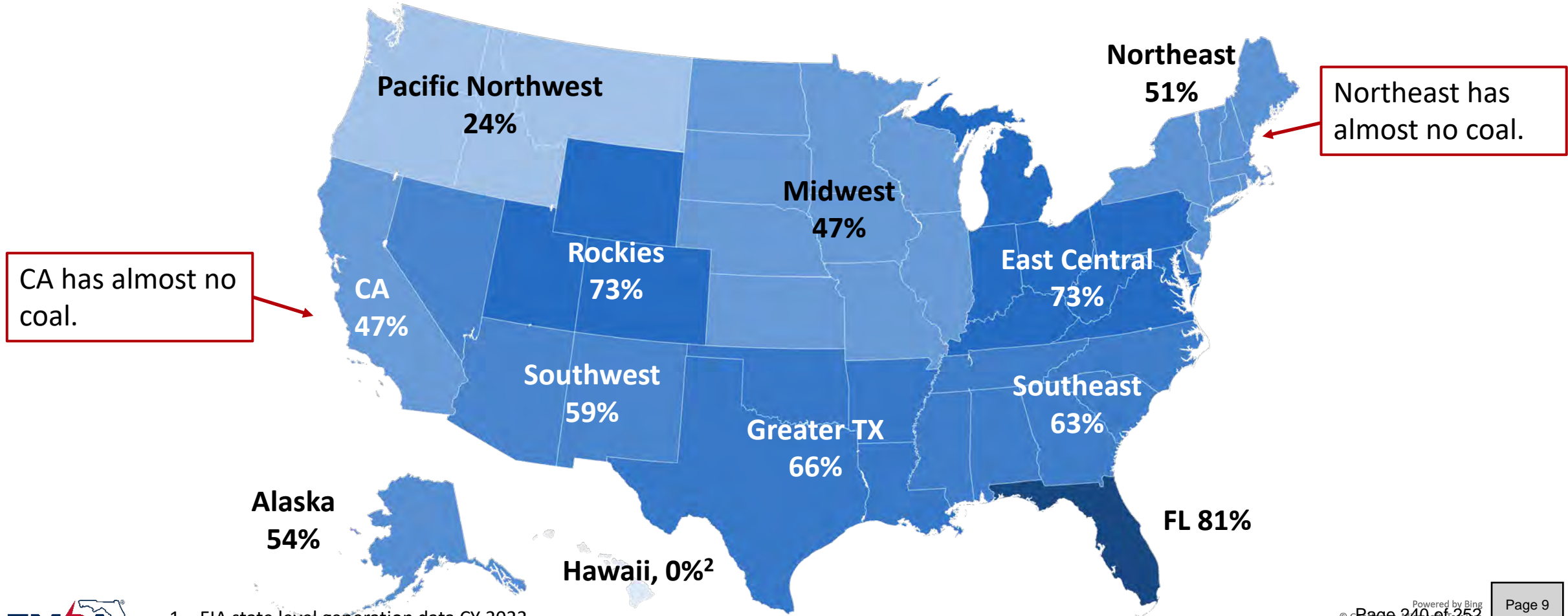
EPA Proposal Poses High Risk for Gas Dependent FL

Complete Transformation of the Bulk Power System by 2032

- Florida most impacted state in U.S.
- Close most coal units and dramatically impact natural gas, together 60% of U.S. generation
- Potential 100% - 250% increase in electricity prices
- Based on technologies not economically available
 - Carbon Capture & Storage (CCS) very high cost and only operating facility
 - "Green" hydrogen requires significant overbuild of solar generation, new hydrogen production and onsite hydrogen storage - huge permitting issue
- Ignores permitting, construction lead times and costs
- Force large, low-cost and low-emitting gas units to run less, displaced by smaller, higher-emitting gas and diesel generation

Coal/Gas Represent ~60% of US Generation, 80% FL Dispatchable Generation Plays Vital Role in Reliability

Regional Electricity Generation from Natural Gas and Coal as % of Total Generation (2022¹) (%)



CA has almost no coal.

Northeast has almost no coal.

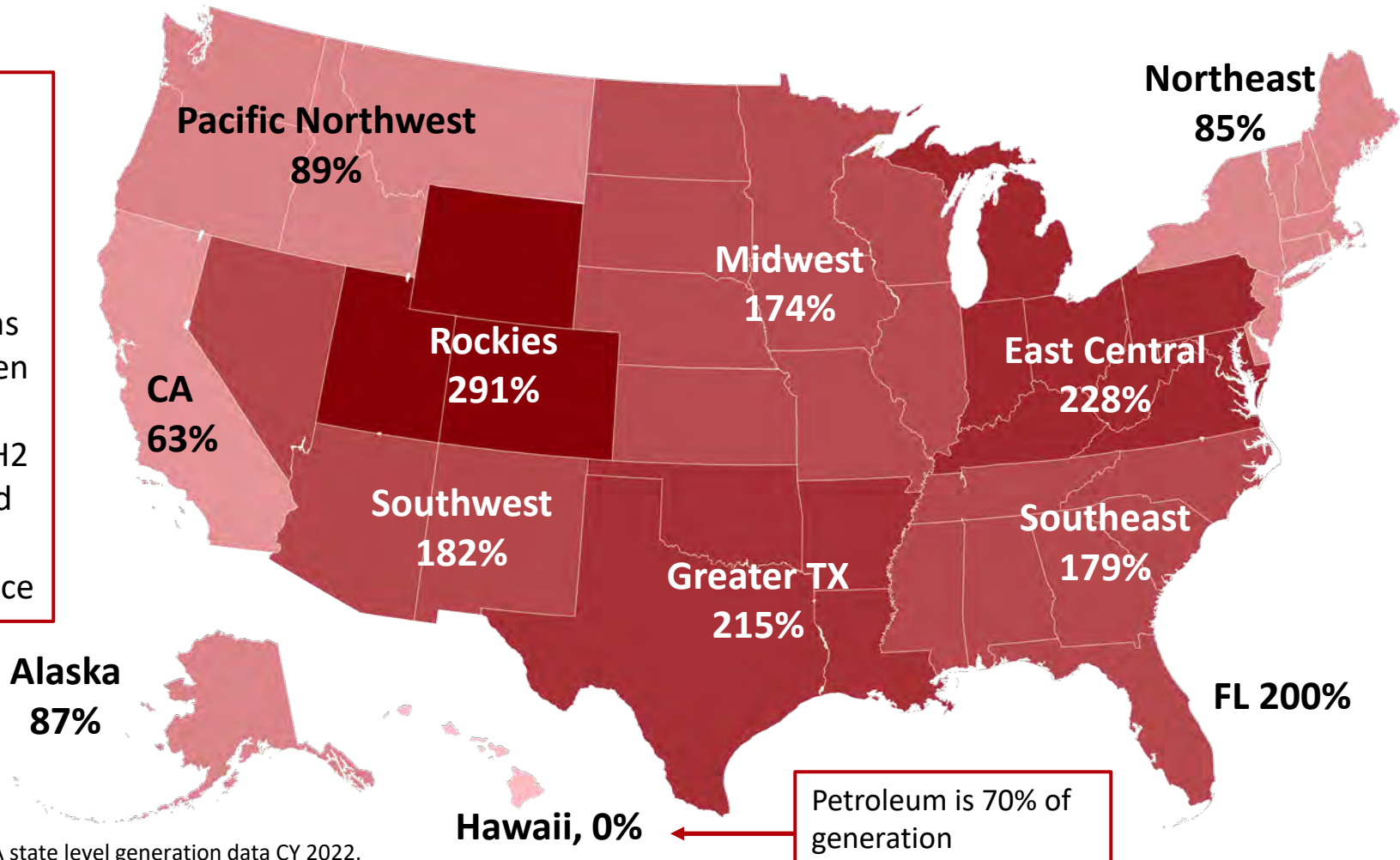
1 – EIA state level generation data CY 2022.
2 – Hawaii retired the last coal plant in September 2022.

EPA Proposal Drives High Cost for Most US Regions

Significant Overbuild to Replace Coal, Create Hydrogen Fuel

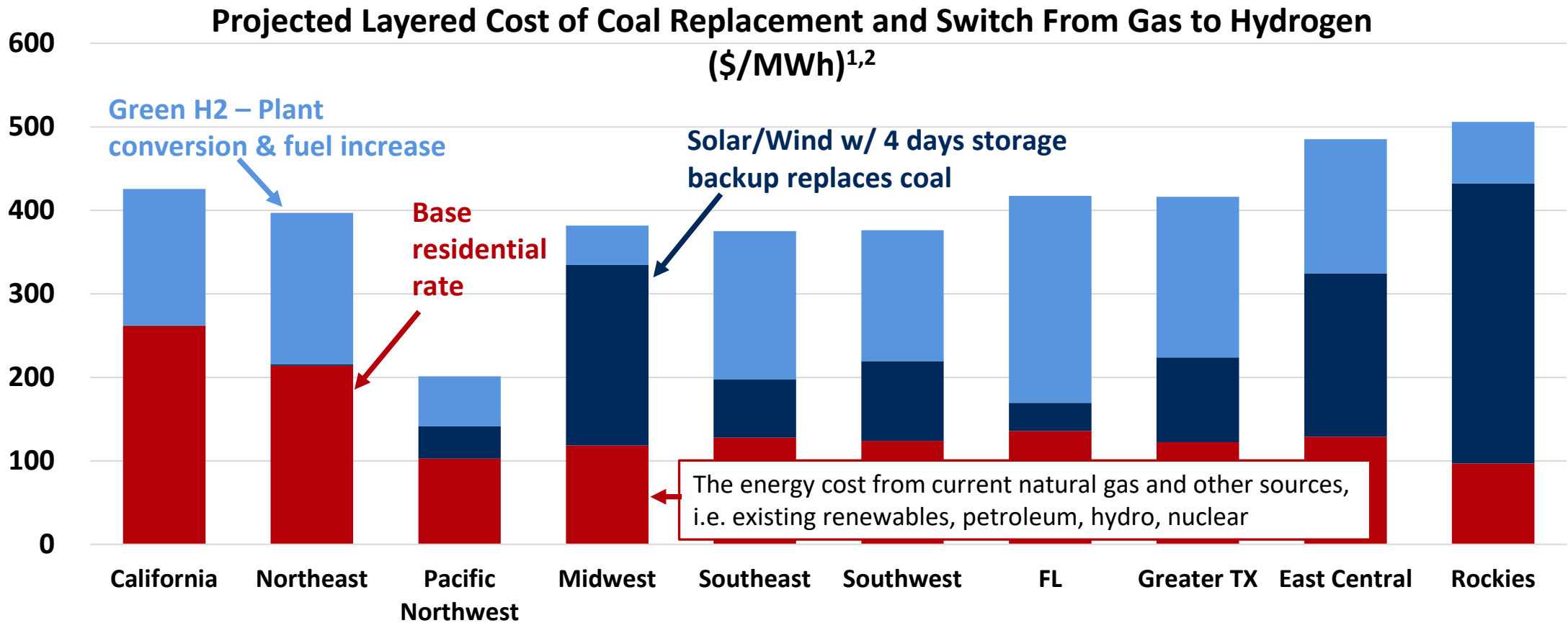
Projected Regional Residential Price Increases (%)

- 100% of coal converted to PV/wind and Storage
- 30% of natural gas converted to green hydrogen
 - Increasing H2 blend would further increase price



Regions Most Exposed to Gas and Coal Get High Cost

Hydro Rich Pacific Northwest Naturally Insulated



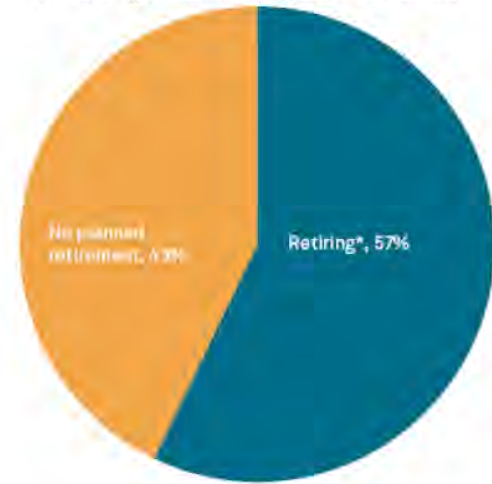
1 – Sources: EIA. Hydrogen and renewable prices data from independent engineer for 2023 FMPA IRP.
2 – Residential rates shown.

Effectively All Coal Units Would Have to Retire *Leads to Overbuild Solar/Wind Plus Batteries for Reliability*

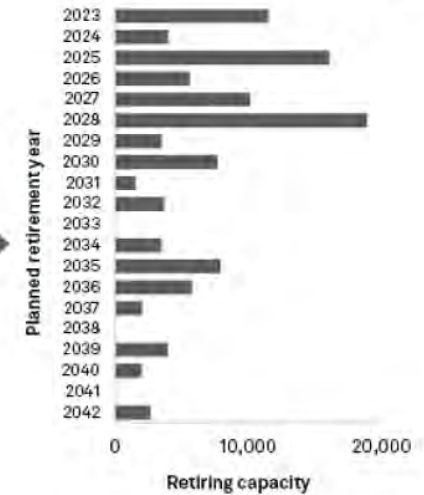
- ~200 GW of dispatchable coal in the US, with 50% slated to retire by 2035
- EPA effectively closes all coal by 2035
- FERC stated U.S. heading towards reliability “crisis” with rapid retirement of dispatchable generation; i.e. coal & gas¹
- Solar/wind/storage overbuild for 4 days backup only replacing fossil generation
- Transmission additions timelines cannot meet requirements for rapid transition

US existing coal-fired capacity by retirement plans

By retirement plans
Total existing US coal-fired capacity = 194,883 MW



By planned retirement year (MW)



Data compiled April 26, 2023.

* Includes Trimble County's 511-MW unit 1 and 760-MW unit 2 slated for retirement in 2045 and 2066, respectively. Planned retirements include those approved by regulatory bodies and those announced for closure but still pending regulatory approval. Also includes company announcements of broader coal capacity phaseouts.

Announced retirements are compiled on a best-effort basis.

Source: S&P Global Market Intelligence.

© 2023 S&P Global.

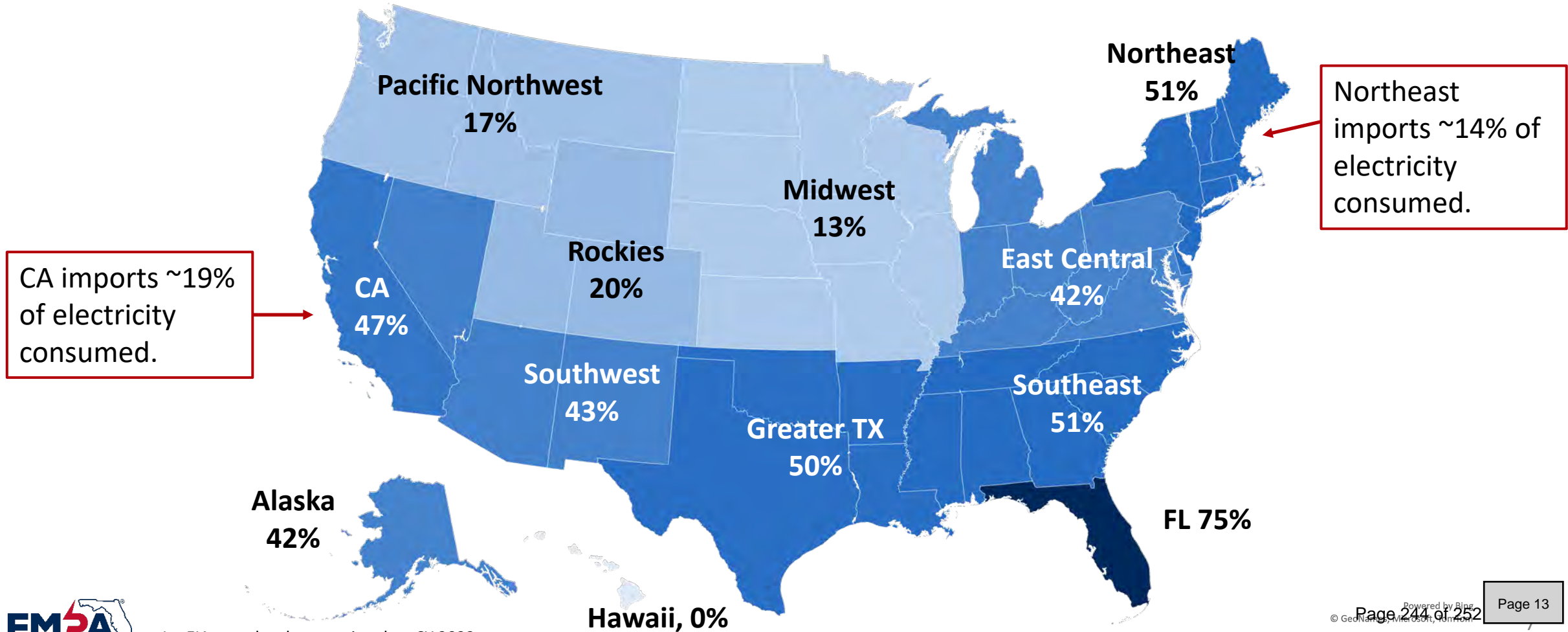
Analysis assumes ~379 GW of solar/wind and ~2,530 GW of current 4-hour storage required to replace retiring coal with backup.

1 – Statements from the Senate Energy and Natural Resources Committee Hearing May 4, 2023

Florida is Most Gas-Dependent State in the Country

In Non-Wind or Hydro Regions, Natural Gas Dominant Fuel

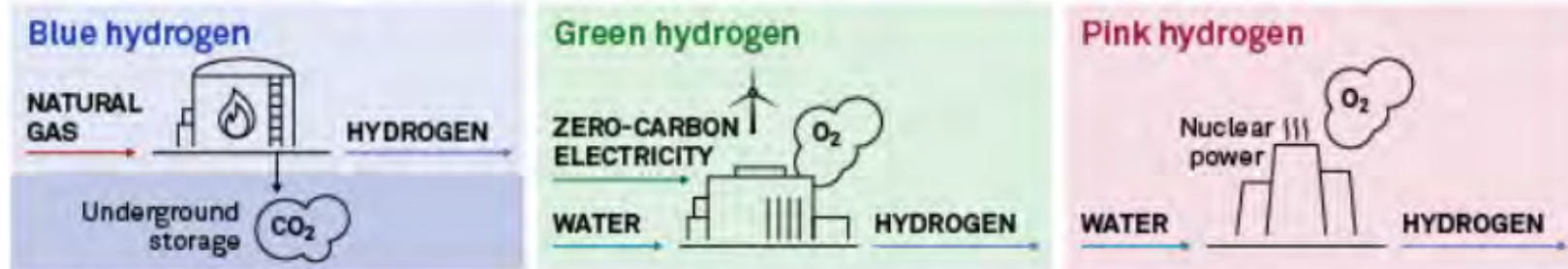
Regional Electricity Generation from Natural Gas as Percentage of Total Generation (2022¹) (%)



No Current Low Cost Zero Emission Hydrogen Option

Blue Path Alternative to Green, Both Require Infrastructure

THE colors OF hydrogen



As of July 26, 2022.

Design credit: Cat VanVliet

Source: S&P Global Commodity Insights

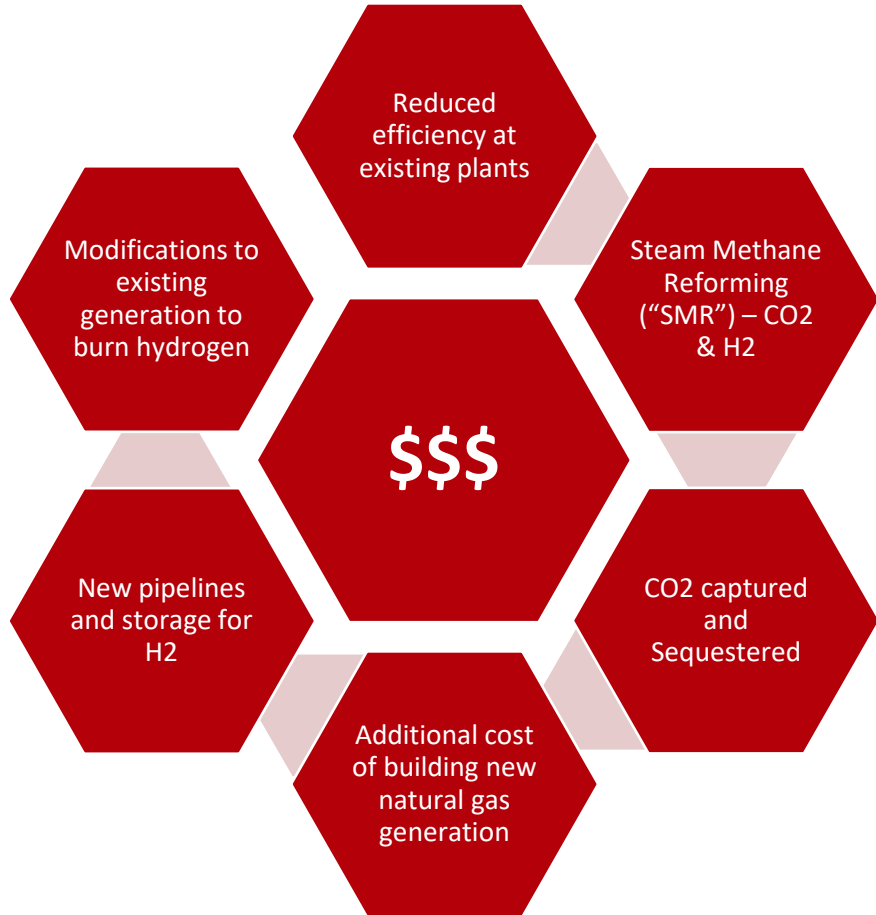
Combustors, fuel piping, welded joints, controls, and ventilation changes required to blend hydrogen. Infrastructure to produce and store the hydrogen currently not well defined. Steam methane reforming/CCS involved in blue option. \$10M-\$30M per facility just for investment to allow fuel blend.

- Hydrogen is the most abundant substance in the universe
- When hydrogen burns, energy is produced in the form of heat, with water as the only byproduct
- ***Here's the catch: you need energy to create free hydrogen in the first place, and that energy can come in many forms***
- Not currently efficient or low cost
- Assumed ~\$140 per MMBtu adder for all gas MMBtu

Will Hydrogen Be Blue w/CCS or Green w/Wind/Solar?

Modeled Green Path With Significant Fuel Burn Cost Adder

Blue Hydrogen



Green Hydrogen



Where Will the Land Come From In 8-10 Years?

*Vast Requirements Coupling with Increased Local Opposition**

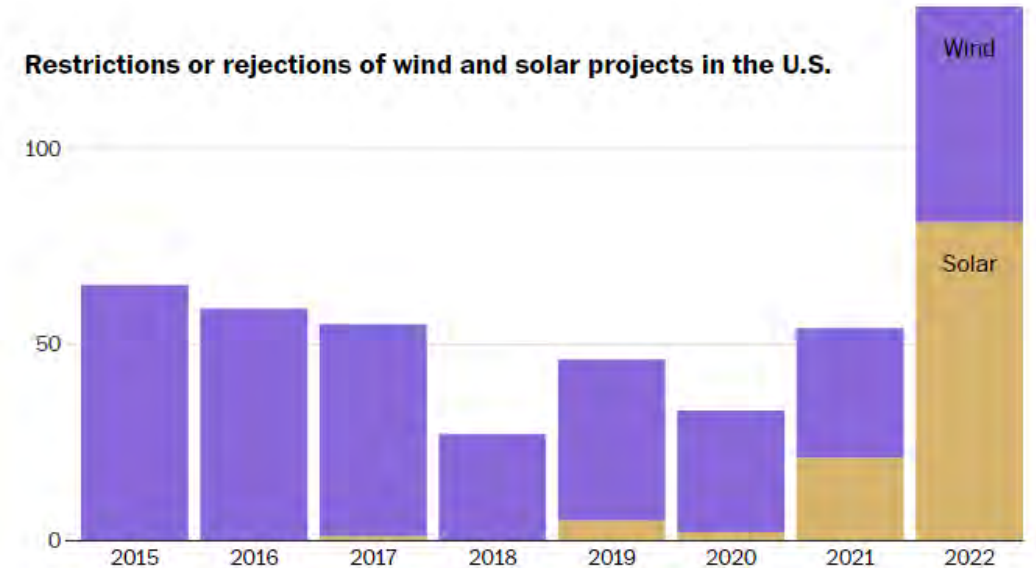
Wind turbines require more land than solar. If U.S powered solely by wind turbines, would need ~155,000 square miles, roughly Montana



Solar farms need to cover ~30,000 square miles or roughly South Carolina



Restrictions or rejections of wind and solar projects in the U.S.

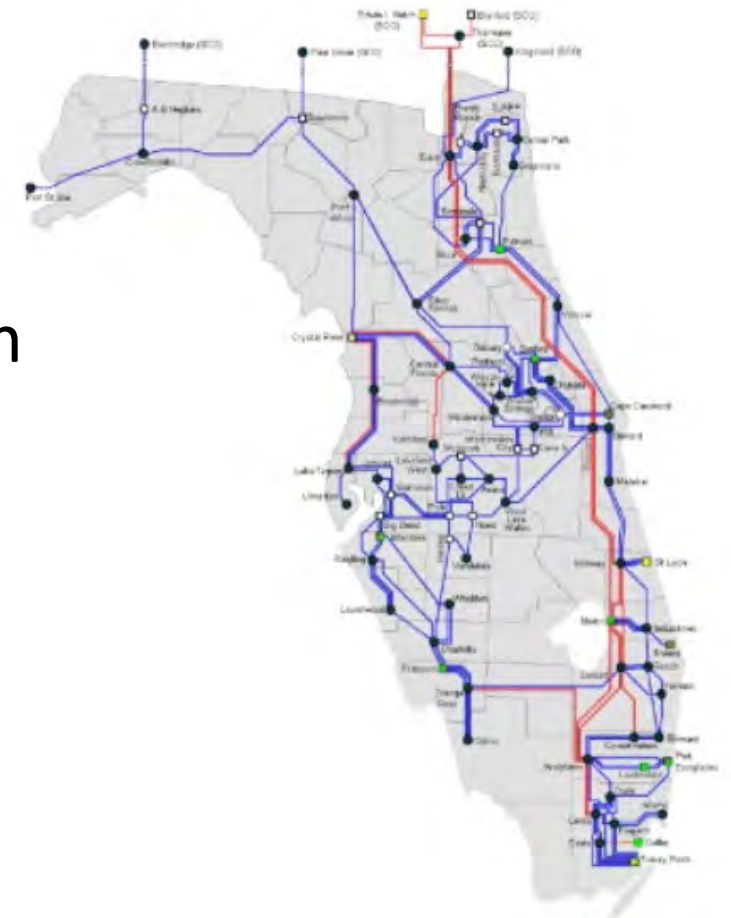


*SOURCE: <https://www.washingtonpost.com/climate-environment/interactive/2023/renewable-energy-land-use-wind-solar/>

Transmission Growth is Inevitable

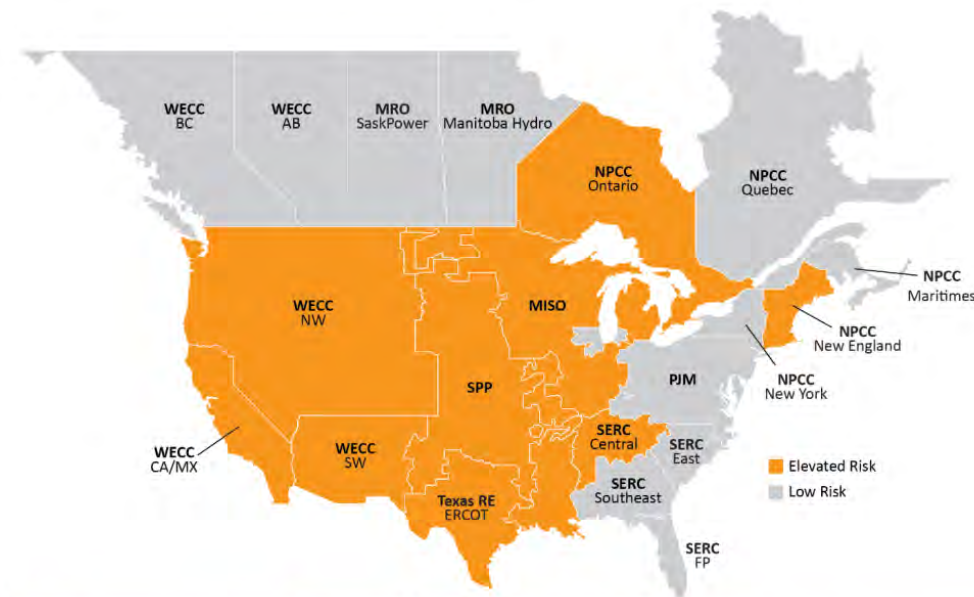
Thermal Generation Needed to Keep the Grid Stable

- Additional capacity of solar/wind and batteries requires additional transmission lines
 - Large areas for solar where there is no transmission
- Numerous substations to be built to connect each new solar and storage sites to the grid
- Permitting new transmission can take 5 – 10 years
- Grid stability will require many new balancing elements to prevent black outs



NERC 2023 Assessment* and Recent Events Align *Grid Resilience Challenged by Further Load Growth*

- Majority of US Grid at elevated potential for insufficient operating reserves
- Key resource adequacy concerns from NERC:
 - Wind generator performance during high demand periods (ERCOT, MISO and SPP)
 - West's reliance on regional transfers to meet late afternoon ramp as solar drops diminished
- Fuel delivery risks, EPA air regulations, transformer inventories, supply chain constraints, unexpected solar and wind tripping and transmission congestion all cited
- Above pace load growth further stresses grid



Seasonal Risk Assessment Summary	
High	Potential for insufficient operating reserves in normal peak conditions
Elevated	Potential for insufficient operating reserves in above-normal conditions
Low	Sufficient operating reserves expected

EPA's Climate Proposal – Unrealistic, Costly & Rushed

Comments from Utilities and Reliability Regions Required

- EPA's climate proposal effectively retires all coal generation and dramatically reduces gas generation availability representing the majority of power generation
- Initial power cost impact analysis are 100 – 250+% cost increase by 2032
- Florida most exposed state to cost and reliability concerns with 75% gas generation (80+% including coal)
- EPA depends on technology not commercially viable, available and permittable in 8 years
- Plant level implementation by 2032 not achievable and reliability likely seriously jeopardized
 - U.S. economy at great risk
- Modern power grid built over 40 – 60 years, cannot fundamentally change in 8 years, longer time needed
- Stakeholders have 20 days to comment on fundamental transition of bulk power system
- FMPPA drafting comments for EPA and FL delegation and use as basis for FRCC and APPA input



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** August 1, 2023

FROM: Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Second and final reading of Ordinance O-20-2023 requesting a Small Scale Future Land Use Amendment for property located in the 1300 Block of Energy Cove Court for approximately 3.6 acres of parcel #016562-000-00.

Future Land Use Amendment: from: Mixed Use
to: Industrial

PROPERTY DESCRIPTION

APPLICANT: Janis Fleet, Fleet & Associates **OWNER:** Wiggins Investment of North Florida

PROPERTY LOCATION: 1300 Block of Energy Cove Court

PARCEL NUMBER: 016562-000-00

FILE NUMBER: FLUS-23-004 & ZON-23-0005

CURRENT ZONING: R-3 Residential High Density

FUTURE LAND USE DESIGNATION: Mixed Use

SURROUNDING LAND USE

NORTH:	FLU: MIXED USE Z: R-3 Use: Undeveloped	SOUTH:	FLU: INDUSTRIAL Z: MUH Use: Undeveloped
EAST:	FLU: INDUSTRIAL Z: MUH Use: Undeveloped	WEST:	FLU: INDUSTRIAL Z: MUH Use: Industrial

BACKGROUND

The applicant has applied for a Future Land Use and Zoning Change for the subject property for the construction of multifamily development.

PROPERTY DESCRIPTION

The property has approximately 150' of frontage on Energy Cove Court. The property is heavily wooded with a mixture of hardwood and pine trees. In addition, there is an existing City water line that runs from Cooks Lane down the west side of the property eventually connecting to the Energy Cove Court cul-de-sac at the western edge of the property and a city easement just north of the northern edge of the property. The existing water line shall either be maintained as a part of future development plans or relocated at the property owner's expense.

Figure 1. Aerial Map



Figure 2. Existing Future Land Use

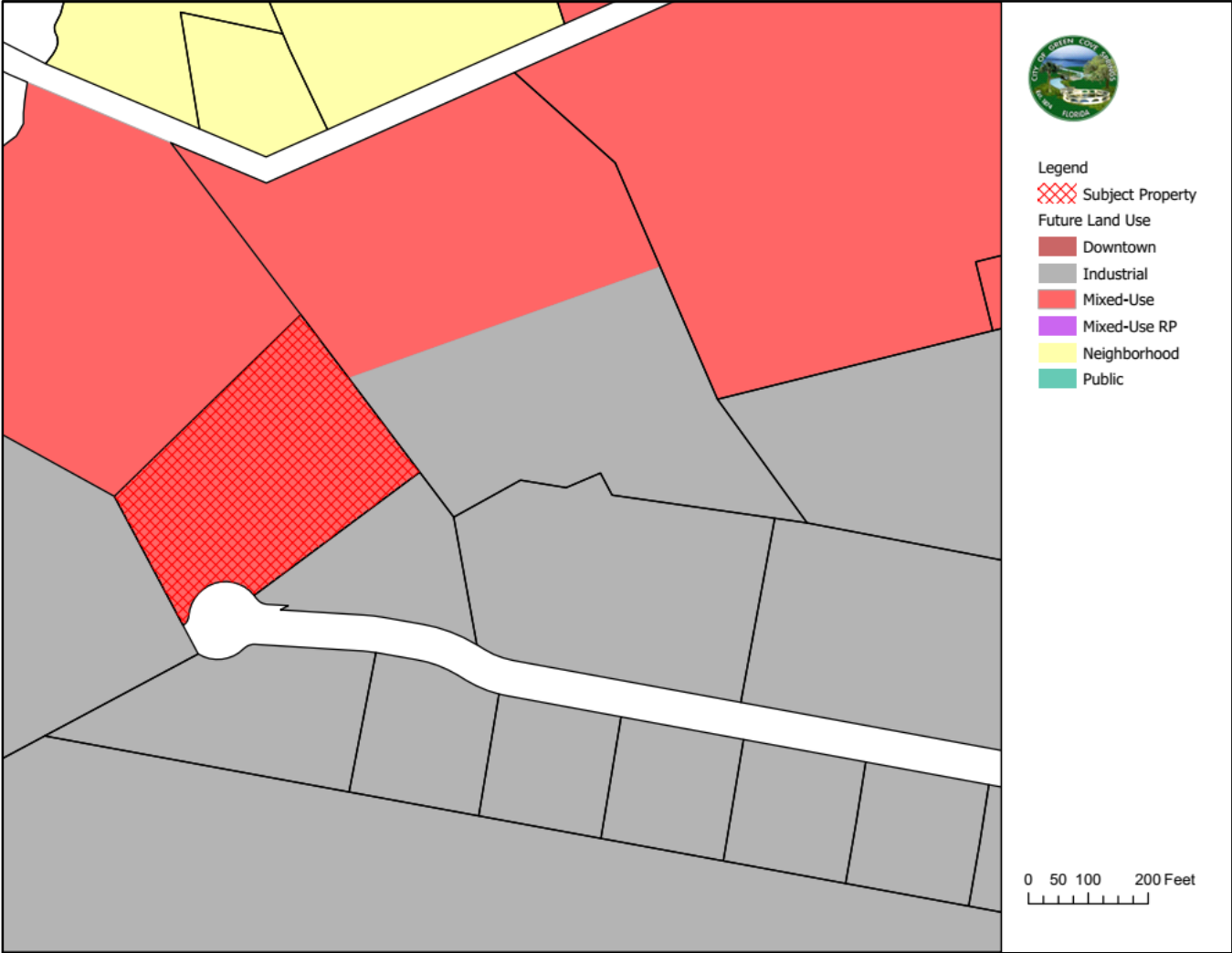


Figure 3. Proposed Future Land Use

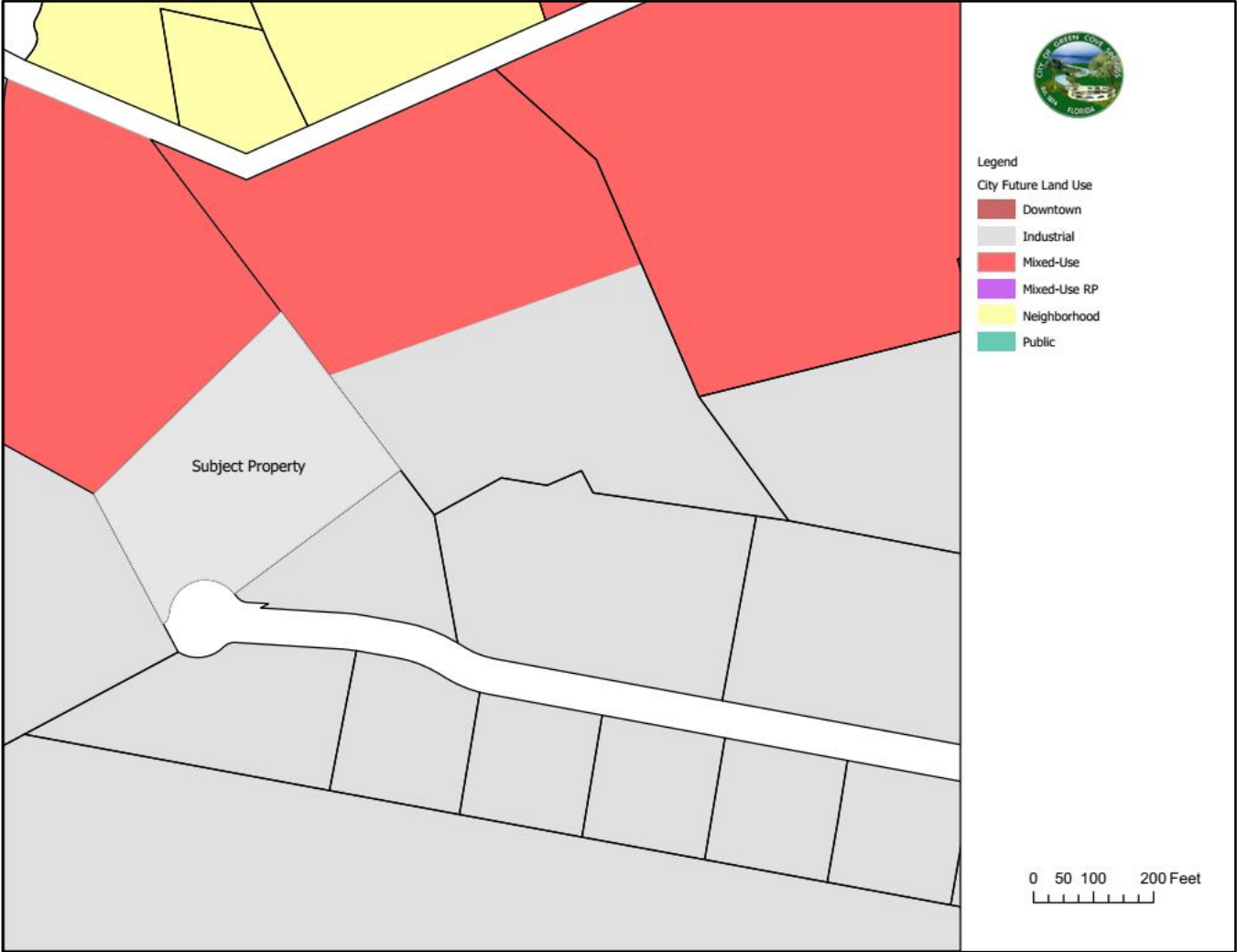


Figure 4. Existing Zoning

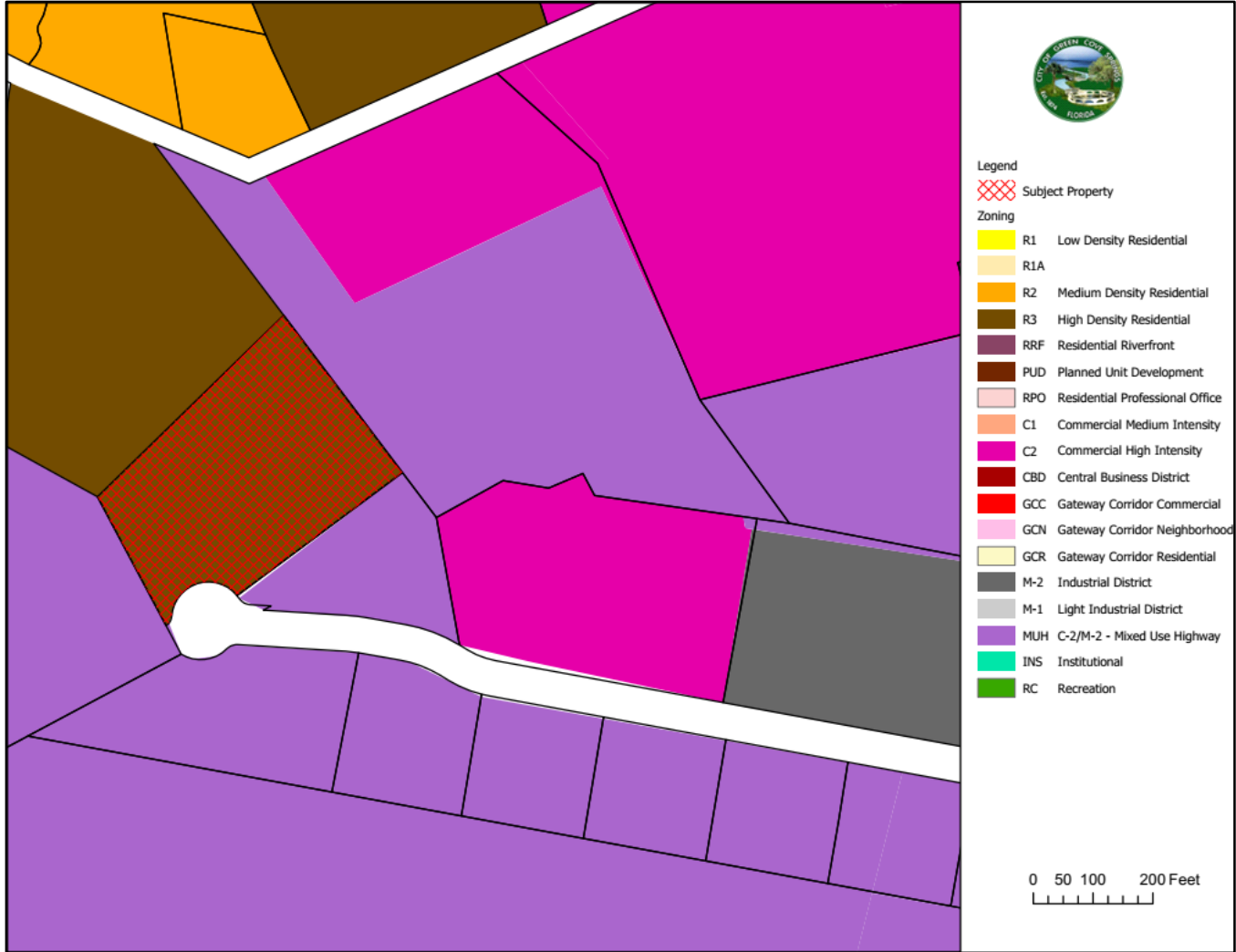
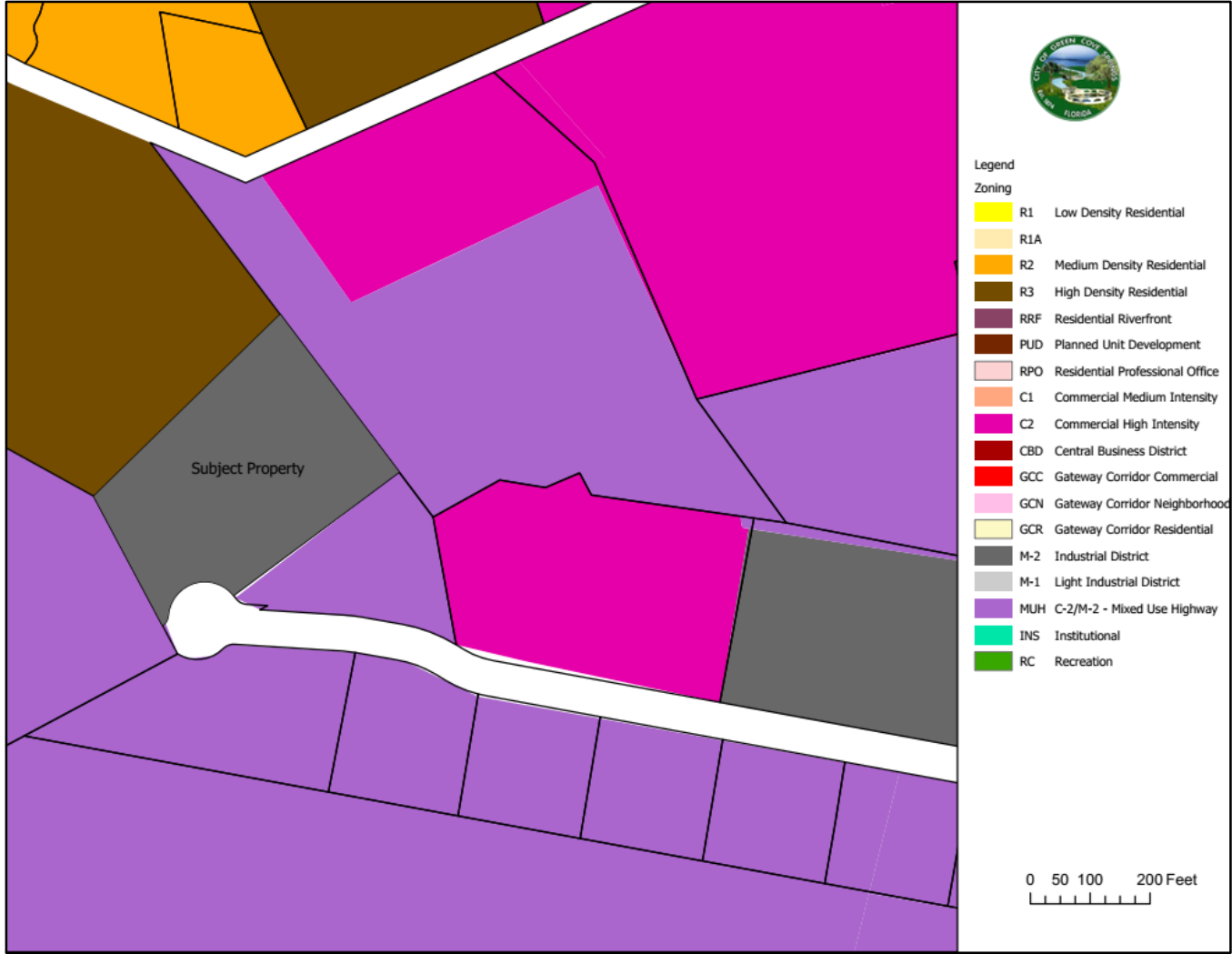


Figure 5. Proposed Zoning



NEEDS ANALYSIS

Per Chapter 163.3177, Florida Statutes, need shall be based upon the amount of land designated for future uses and shall:

- 1) Provide a balance of uses that foster vibrant, viable communities and economic opportunities and address outdated development patterns, such as antiquated subdivisions; and,
- 2) Allow the operation of real estate markets to provide adequate choices for residents and business, with the amount of land designated for future use not limited solely by the projected population. The minimum amount of land use required to accommodate at least a 10-year planning period must be included in the comprehensive plan.

Comment: This request supports the growing demand for industrial uses.

URBAN SPRAWL ANALYSIS

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, “[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality...”

An evaluation of each primary indicator is provided below.

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

Evaluation & Findings: This request will allow for industrial development which is compatible with surrounding uses within Energy Cove Court.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

Evaluation & Findings: The project site is located within the urban core area of Green Cove Springs and adds to the existing development in the area which is suitable for developing thereby reducing development pressure in rural and unincorporated areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

Evaluation & Findings: The proposed Industrial Future Land Use designation is compatible with the surrounding development and is part of the Energy Cove Industrial Park.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

Evaluation & Findings: This property does not have environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

Evaluation & Findings: The project site is located within an urban area with surrounding commercial development. There are no adjacent agricultural areas and activities.

(VI) Fails to maximize use of existing public facilities and services.

Evaluation & Findings: With the project site being located within an area with existing development, the proposed development will utilize existing public facilities and services.

(VII) Fails to maximize use of future public facilities and services.

Evaluation & Findings: Any future improvements to the City's public facilities and services will be utilized by the project site.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

Evaluation & Findings: The project site is located within an existing industrial area with existing public facilities and services. The proposed development will utilize existing public facilities and services and will not increase the time, money, and energy for providing and maintaining these facilities.

(IX) Fails to provide a clear separation between rural and urban uses.

Evaluation & Findings: The site is located within an urban area and is not adjacent to any rural zoned properties.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

Evaluation & Findings: The proposed application will allow infill development.

(XI) Fails to encourage a functional mix of uses.

Evaluation & Findings: The project site is located within an existing industrial area and will allow for compatible surrounding uses on Energy Cove Court

(XII) Results in poor accessibility among linked or related land uses.

Evaluation & Findings: The project site shall provide accessibility to to Energy Cove Court.

(XIII) Results in the loss of significant amounts of functional open space.

Evaluation & Findings: This property was guided for commercial uses and open space shall be preserved pursuant to the Site Development Requirements in the Land Development Code.

In addition to the preceding urban sprawl indicators, Florida Statutes Section 163.3177 also establishes eight (8) "Urban Form" criteria. An amendment to the Future Land Use Map is presumed to not be considered urban sprawl if it meets four (4) of the (8) urban form criteria. These urban form criteria, and an evaluation of each as each may relate to this application, are provided below. The applicant has provided an analysis of the application's consistency with Section 163.3177 within the application materials and contends that the proposed amendment will not encourage urban sprawl by showing it meets four of the eight urban form criteria.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Evaluation & Findings: The project site is located within an existing industrial development where development will occur in developed areas as opposed to undeveloped areas. The proposed development directs the growth within the urban area.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Evaluation & Findings: This application, as well as the companion rezoning application, will utilize existing public infrastructure and existing services.

3. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Evaluation & Findings: This development is for industrial uses only and will not negatively impact multimodal facilities.

4. Promotes conservation of water and energy.

Evaluation & Findings: The project site is located within an urban area with surrounding commercial development. Development in core urban areas reduces the pressure to develop in areas further outside of the urban areas.

5. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Evaluation & Findings: The project site is located within an urban area with surrounding development. There are no adjacent agricultural areas and activities. Development in core urban areas reduces the pressure to develop in agricultural areas.

6. Preserves open space and natural lands and provides for public open space and recreation needs.

Evaluation & Findings: Open Space shall be provided for as part of the landscape and tree preservation requirements as set forth in the Land Development Regulations.

7. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

Evaluation & Findings: The proposed site is adjacent to industrial uses, providing a balance of land uses to the area.

8. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Evaluation & Findings: N/A

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following Goals, Objectives, and Policies (GOPs) support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

FUTURE LAND USE ELEMENT

Goal 1: To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare.

Policy 1.1.1 e: Industrial (IND): This Future Land Use Designation is intended to accommodate primarily light and heavy manufacturing, distribution, and storage, in addition to heavy commercial and professional office uses.

- iii. Density: NA
- iv. Maximum Intensity: 0.6 FAR

Policy 1.2.6. The City shall require new development to connect to the City’s centralized potable water and sanitary sewer system.

Policy 1.2.7. The City shall condition development orders upon the provision of essential facilities and services which meet and would not result in the failure of each service’s established level of service (LOS).

TRANSPORTATION ELEMENT

Objective 2.8 Site Development Traffic Circulation: The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development....

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND AQUIFER RECHARGE ELEMENT

Objective 4.6: Future development shall be required to connect with central sewer and water systems and provide drainage facilities which maximize the use of existing facilities and discourage urban sprawl.

PUBLIC FACILITIES IMPACT

Traffic Impacts

Land Use ¹ (ITE)	Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Existing							
Residential Condo/TH (ITE 230)	72	6.65	479	0.62	45	0.62	45

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9th Edition

Land Use ¹ (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Maximum Development Potential Based on Proposed FLU							
Industrial Park (ITE 130)	94,000	6.96	655	.86	81	.86	81

Conclusion: The maximum development of 94,000 square feet would require a traffic study to be reviewed at the time of submittal of the site development plan. The applicant has submitted for site plan review and is proposing a 57,000 square warehouse building, which would generate approximately 23 peak hour trips and would be below the threshold of requiring a traffic study.

Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	4,200,000
Less actual Potable Water Flows ¹	1,013,000
Residual Capacity ¹	3,187,000
Projected Potable Water Demand from Proposed Project ²	10,034
Residual Capacity after Proposed Project	3,176,966

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 gallons per 1,000 sq ft.

Sanitary Sewer Impacts – South Plant WWTP

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	350,000
Current Loading ¹	267,000
Committed Loading ¹	37,000
Residual Capacity ¹	46,000
Percentage of Permitted Design Capacity Utilized ¹	95%
Projected Sewer Demand from Proposed Project ²	10,034
Residual Capacity after Proposed Project	35,966

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 gallons per 1,000 square feet

Conclusion: The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP has the capacity to handle the estimated impacts resulting from the proposed application.

Solid Waste Impacts

Conclusion: The City of Green Cove Springs' does not provide solid waste for nonresidential users.

Future Land Use and Zoning District Comparisons

Existing Future Land Use

Mixed Use (MU): This FLUC encompasses lands along major transportation corridors and is intended to accommodate primarily nonresidential uses including light and heavy commercial uses, lodging, and professional offices, interspersed with medium density residential uses and public/semi-public facilities.

- i. Maximum Density: 20 du/ac
- ii. Maximum Intensity: 1.0 FAR

Proposed Future Land Use

Industrial (IND): This Future Land Use Designation is intended to accommodate primarily light and heavy manufacturing, distribution, and storage, in addition to heavy commercial and professional office uses.

- iii. Density: NA
- iv. Maximum Intensity: 0.6 FAR

Existing Zoning District

The residential high density, R-3 zoning category district is intended to provide for multiple-family housing areas with densities of eight to 12 dwelling units per acre. This district should be situated so that it is well served by public services and have direct access to collector street or major thoroughfares.

Careful attention must be given to traffic generation from this district to minimize impact on single-family districts.

Proposed Zoning District

The M-2 industrial district is intended to be for an industrial park. A variety of industrial and supported uses are allowed.

STAFF COMMENTS

This property is part of the Energy Cove Industrial Park. The surrounding uses within the Park are industrial uses. Changing the Future Land Use Designation and the Zoning back to Industrial at this location is compatible with the surrounding uses. The property to the south of the property is to be developed as R-3 multifamily apartments. This land use and zoning change will create a separation of uses by ensuring that the subject property will have access off of Energy Cove Court and is consistent with the adjacent properties and will comply with the buffering requirements to the residential property to the north, which will have access off of Cooks Lane

Staff recommends approval of the Future Land Amendment from Residential High Density to Industrial and Rezoning request from R-3 Residential Multifamily to C-2 General Commercial based upon the Urban Sprawl Analysis and Compliance with the Comprehensive Plan and compatibility with the surrounding area.

Attachments include:

1. Ordinance O-20-2023
2. FLUM Application
3. Utility Easement

STAFF RECOMMENDATION

Staff recommends approval of the future land use amendment.

RECOMMENDED MOTIONS:

Future Land Use Amendment

Motion to recommend approval of second and final reading of Ordinance O-20-2023 to amend the Future Land Use of the property described therein from Mixed Use to Industrial.

ORDINANCE NO. O-20-2023

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR ±3.63 ACRES OF PROPERTY LOCATED AT COOKS LANE, IDENTIFIED AS A PORTION OF TAX ID NUMBER 016562-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM MU, MIXED USE; TO IND, INDUSTRIAL, TO PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

RECITALS

WHEREAS, an application for a small-scale comprehensive plan amendment, as described below, to the Comprehensive Plan Future Land Use Map has been filed with the City; and

WHEREAS, a duly advertised public hearing was conducted on the proposed rezoning on June 27, 2023 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

WHEREAS, the City Council considered the recommendations of the LPA at a duly advertised public hearing on July 11 and August 1, 2023 and provided for and received public participation; and,

WHEREAS, the City Council has determined and found said application for the amendment, to be consistent with the City of Green Cove Springs Comprehensive Plan and Land Development Regulations; and,

WHEREAS, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, that the Green Cove Springs City Council finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

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

Section 1. Findings of Fact and Conclusions of Law.

1. The above recitals are true and correct and incorporated herein by reference.
2. The proposed Future Land Use Map amendment is consistent with the Comprehensive Plan.

3. The amendment will not cause a reduction in the adopted level of service standards for transportation, potable water, sanitary sewer, solid waste, stormwater, or recreation.

A portion of Tax Parcel Number 38-06-26-016562-001-01 in accordance with the map found in Exhibit “A” and the legal description found in Exhibit “B” attached hereto.

Section 2. Comprehensive Plan Future Land Use Map Amended. The Comprehensive Plan Future Land Use Map is hereby amended from Mixed Use Highway to Residential High Density on a portion of Tax Parcel Number 38-06-26-016562-000-00 in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

Section 3. Ordinance to be Construed Liberally. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

Section 3. Repealing Clause. All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 4. Severability. It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

Section 5. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete in accordance with Chapter 163.3184 F.S. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administrative Council enters a final order determining this adopted amendment to be in compliance in accordance with Chapter 163.3184 F.S. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this plan amendment has 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 11th DAY OF JULY 2023.

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 1ST DAY OF AUGUST 2023.

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







Exhibit A



Item #3.

Legend

City Future Land Use

-  Downtown
-  Industrial
-  Mixed-Use
-  Mixed-Use RP
-  Neighborhood
-  Public

Subject Property

THIS IS NOT A SURVEY

Item #3.

LEGAL DESCRIPTION: PROPOSED ENERGY COVE WAREHOUSE

A parcel of land being a portion of that certain property as recorded in Official Records Book 4614, page 1134 of the Public Records of Clay County, Florida; being a part of Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the Public Records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said Public records and lying in Section 38, Township 6 South, Range 26 East, said Clay County, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, N24°21'05"W, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, N61°51'10"E, 600.54 feet; thence N26°40'57"W, 54.22 feet to the most southerly corner of lands described in Official Records 4614, page 1134 of said Public Records said corner being on the northerly right of way line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said Public Records and the Point of Beginning of the parcel described herein;

Thence along said northerly right of way line run the following 2 courses: 1) northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, said curve subtended by a chord bearing and distance of N34°05'39"E, 18.14 feet, an arc distance of 18.96 feet to a point on a non-tangent reverse curve concave to the South and having a radius of 61.50 feet; 2) thence Easterly along the arc of said curve, subtended by a chord bearing and distance of N74°53'51"E, 115.59 feet, an arc distance of 150.29 feet to the northwesterly line of lands described in Official Records 3293, page 222 of said Public Records; thence along the northwesterly line of said Official Records 3293, page 222 of said Public Records, N54°49'34"E, 359.07 feet to the easterly line of lands described in said Official Records 4614, page 1134; thence along said easterly line, N35°44'54"W, 371.56 feet; thence departing said line S54°15'06"W, 264.63 feet to a point on a non-tangent curve concave to the Southeast and having a radius of 52.32 feet; thence Southwesterly along the arc of said curve, subtended by a chord bearing and distance of S42°16'51"W, 21.36 feet, an arc distance of 21.51 feet; thence S30°18'34"W, 172.18 feet to the westerly line of said lands described in Official Records 4614, PG. 1134; thence along said easterly line S26°40'57"E, 262.43 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 3.63 acres, more or less.

Said lands situated, lying and being in Clay County, Florida.

General Notes:

1. Bearings shown hereon are based upon the westerly line of that parcel of land as described in Official Records Book 4614, page 1134 of the Public Records of Clay County, Florida; having a bearing of N26°40'57"W, as determined by the Global Navigation Satellite System (Florida State Plane – East Zone – NAD 83).
2. Additions, deletions and/or any written information added to this map and/or report is prohibited and is not authorized by the signing surveyor.
3. This map is intended to be viewed at a scale of 1"=100' or smaller.
4. This survey is being provided solely for the use of the current parties and no certification has been created, express or implied to copies of this survey and is not transferable. Any copies of this survey that are used in any subsequent transactions shall be null and void if they do not bear the embossed raised seal of the signing surveyor. The use of such non-embossed documents releases the signing surveyor of any further claims of liability of any subsequent transactions and is only valid up to 60 days after the initial signing date.
5. Dimensions are in feet and decimal parts thereof.
6. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to or pursued by the undersigned, other than those shown hereon. Easements or restrictions of record other than those shown hereon may exist.
7. This survey is only for the lands as described. it is not a certificate of title, zoning, easements or freedom of encumbrances.
8. This survey is based on information as provided by the client.

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT BOTH SHEETS.

WIGGINS CONSTRUCTION COMPANY

PROPOSED ENERGY COVE WAREHOUSE

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106

GREEN COVE SPRINGS, FL 32043

(904) 284-2224 FAX (904) 284-2258

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FOR OFFICE USE ONLY

Item #3.

Received Date _____

Application #: _____

Acceptance Date: _____

Review Date: SRDT _____ P & Z _____ CC _____

Small Scale Future Land Use Map Amendment Application

A. PROJECT

1. Project Name: Energy Cove FLUM
2. Address of Subject Property: Cooks Lane
3. Parcel ID Number(s): Portion of RE# 016562-000-00
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation : Mixed Use
6. Existing Zoning Designation: R-3
7. Proposed Future Land Use Map Designation: Industrial
8. Acreage (must be 50 acres or less): 3.63

B. APPLICANT

1. Applicant's Status Owner (title holder) Agent
2. Name of Applicant(s) or Contact Person(s): Janis K. Fleet, AICP Title: President
 Company (if applicable): Fleet & Associates Architects/Planners, Inc.
 Mailing address: 11557 Hidden Harbor Way
 City: Jacksonville State: Florida ZIP: 32223
 Telephone: (904) 666-7038 e-mail: jfleet@fleetarchitectsplanners.net
3. If the applicant is agent for the property owner*
 Name of Owner (title holder): Wiggins Investments of North Florida
 Mailing address: 90 Branscomb Road, Suite 17
 City: Green Cove Springs State: Florida ZIP: 32043
 Telephone: (904) 334-5517 e-mail: jor@wigginslaw.net

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

C. ADDITIONAL INFORMATION

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

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed Future Land Use Map change and Future Land Use Map designations on surrounding properties
2. A map showing the zoning designations on surrounding properties
3. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
 - a. \$750, plus
 - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

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

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

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

<p><u>[Signature]</u> Signature of Applicant</p> <p><u>Janis King Fleet</u> Typed or printed name and title of applicant</p> <p><u>5/25/23</u> Date</p> <p>State of <u>Florida</u> County of <u>Duval</u></p>	<p>_____ Signature of Co-applicant</p> <p>_____ Typed or printed name of co-applicant</p> <p>_____ Date</p>
---	---

The foregoing application is acknowledged before me this 25 day of May, 2023 by Janis

King Fleet, who is/are personally known to me, or who has/have produced FL DL as identification.

NOTARY SEAL
Jonah Mykel Reyes Manansala

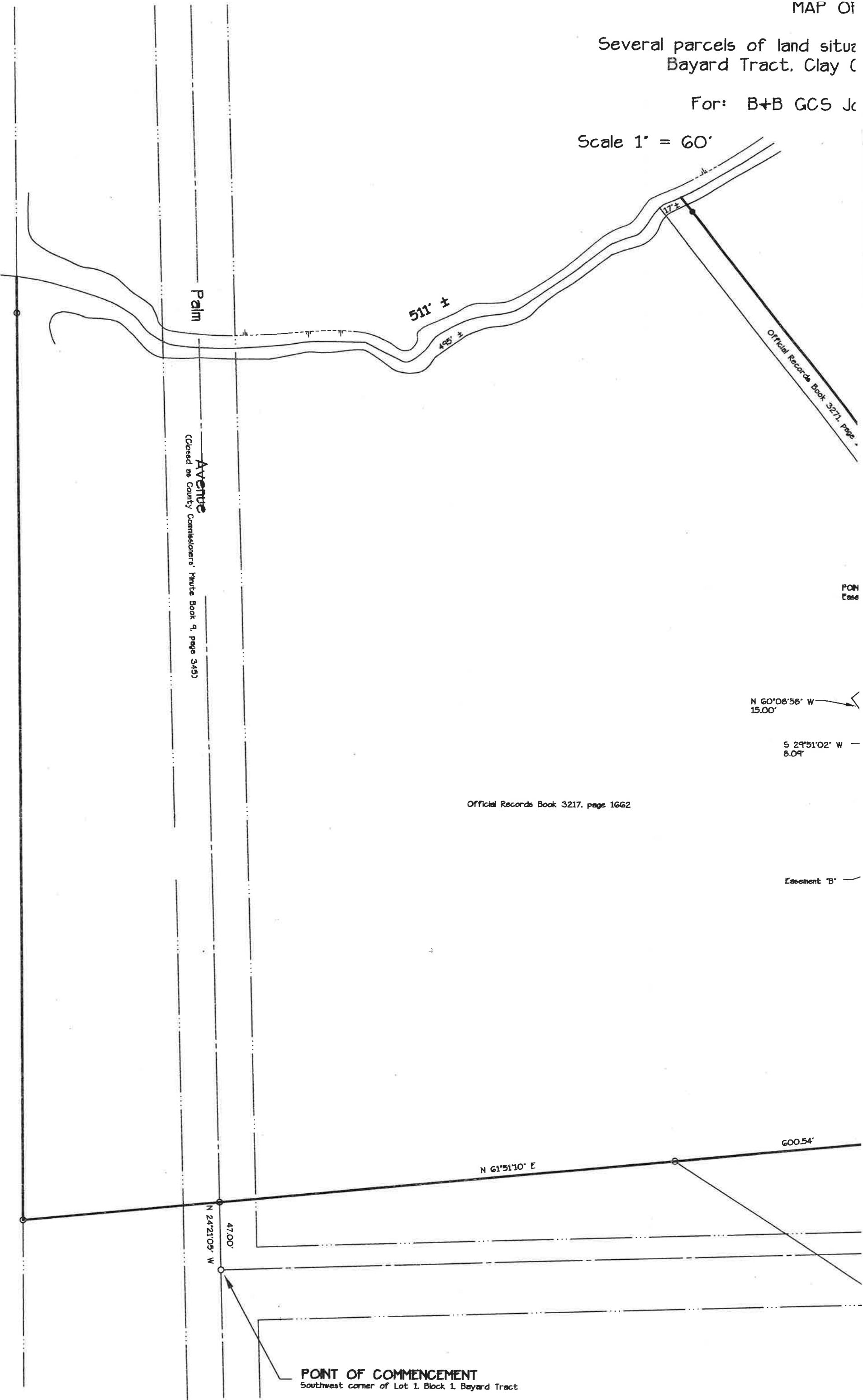
Signature of Notary Public, State of Florida



Several parcels of land situated
Bayard Tract, Clay County

For: B+B GCS Jr

Scale 1" = 60'



CSX
Transportation
Railroad

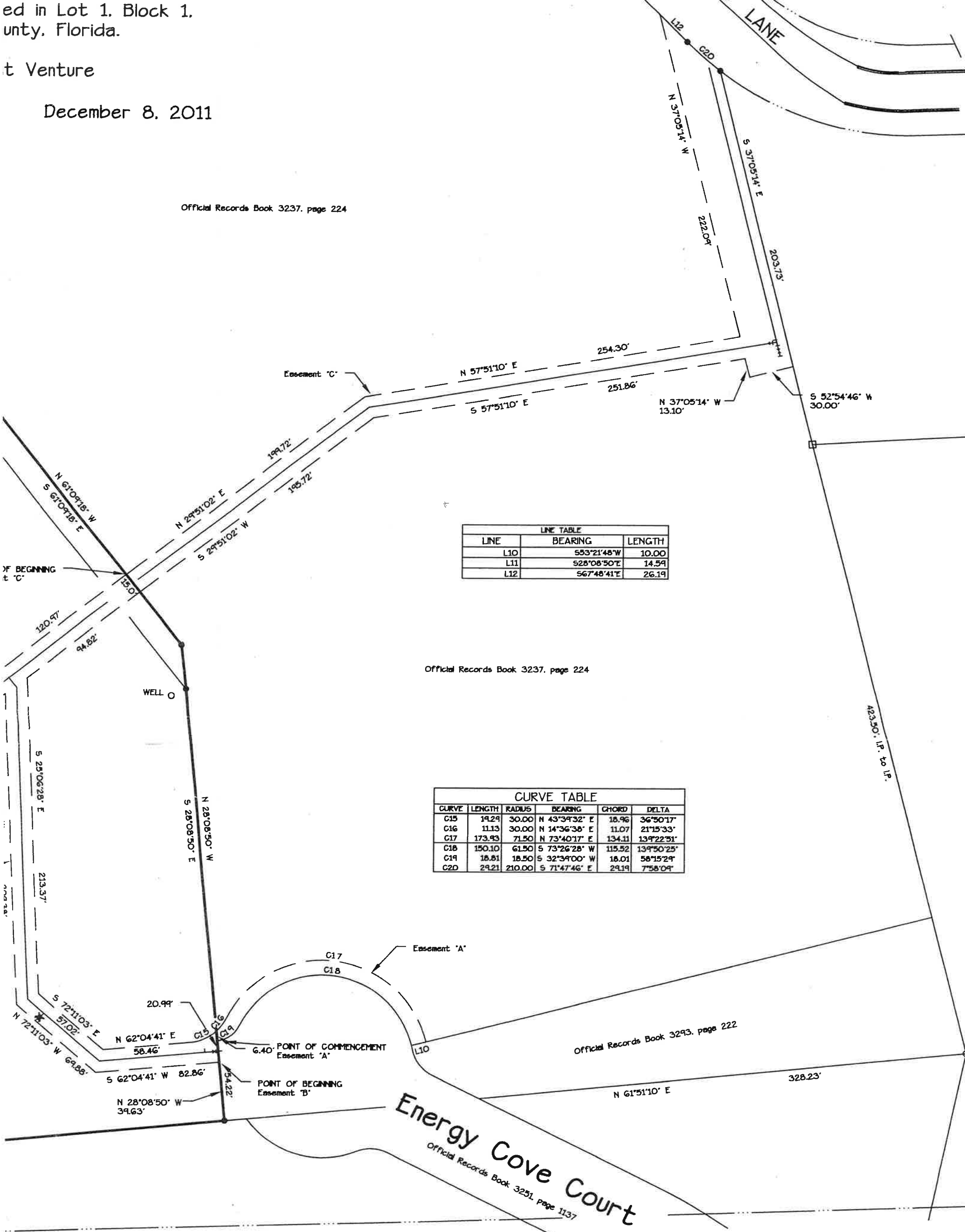
Note:
This map was prepared for descriptive
only and does not represent an actual

ed in Lot 1. Block 1.
 untly, Florida.

t Venture

December 8, 2011

Official Records Book 3237, page 224



LINE TABLE

LINE	BEARING	LENGTH
L10	S53°21'48"W	10.00
L11	S28°08'50"E	14.59
L12	S67°48'41"E	26.19

Official Records Book 3237, page 224

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C15	19.29	30.00	N 43°39'32" E	18.96	36°50'17"
C16	11.13	30.00	N 14°36'38" E	11.07	21°15'33"
C17	173.93	71.50	N 73°40'17" E	134.11	139°22'51"
C18	150.10	61.50	S 73°26'28" W	115.52	139°50'25"
C19	18.81	18.50	S 32°39'00" W	18.01	58°15'29"
C20	29.21	210.00	S 71°47'46" E	29.19	7°58'09"

Official Records Book 3293, page 222

Official Records Book 3251, page 1137

River Avenue
 (Closed as per County Commissioners' Minute Book 9, page 345)

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

Harold T. Elland

Harold T. Elland
 License No. LS 2518

Elland & Associates, Inc.
 Professional Surveyors & Mapper
 Certificate of Authorization No. LB 1
 615 Blanding Boulevard
 Orange Park, Florida 32065
 Telephone 904-272-1000

urposes
 urvey.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** August 1, 2023

FROM: Michael Daniels, AICP, Planning & Zoning Director

SUBJECT: Second and final reading of Ordinance O-21-2023 requesting a Zoning Amendment for property located in the 1300 Block of Energy Cove Court for approximately 3.6 acres of parcel #016562-000-00.

Zoning Amendment: from: R-3, Residential High Density
to: M-2, Heavy Industrial

PROPERTY DESCRIPTION

APPLICANT: Janis Fleet, Fleet & Associates **OWNER:** Wiggins Investment of North Florida

PROPERTY LOCATION: 1300 Block of Energy Cove Court

PARCEL NUMBER: 016562-000-00

FILE NUMBER: FLUS-23-004 & ZON-23-0005

CURRENT ZONING: R-3 Residential High Density

FUTURE LAND USE DESIGNATION: Mixed Use

SURROUNDING LAND USE

NORTH:	FLU: MIXED USE Z: R-3 Use: Undeveloped	SOUTH:	FLU: INDUSTRIAL Z: MUH Use: Undeveloped
EAST:	FLU: INDUSTRIAL Z: MUH Use: Undeveloped	WEST:	FLU: INDUSTRIAL Z: MUH Use: Industrial

BACKGROUND

The applicant has applied for a Future Land Use and Zoning Change for the subject property for the construction of multifamily development.

PROPERTY DESCRIPTION

The property has approximately 150' of frontage on Energy Cove Court. The property is heavily wooded with a mixture of hardwood and pine trees. In addition, there is an existing City water line that runs from Cooks Lane down the west side of the property eventually connecting to the Energy Cove Court cul-de-sac at the western edge of the property and a city easement just north of the northern edge of the property. The existing water line shall either be maintained as a part of future development plans or relocated at the property owner's expense.

Figure 1. Aerial Map



Figure 2. Existing Future Land Use

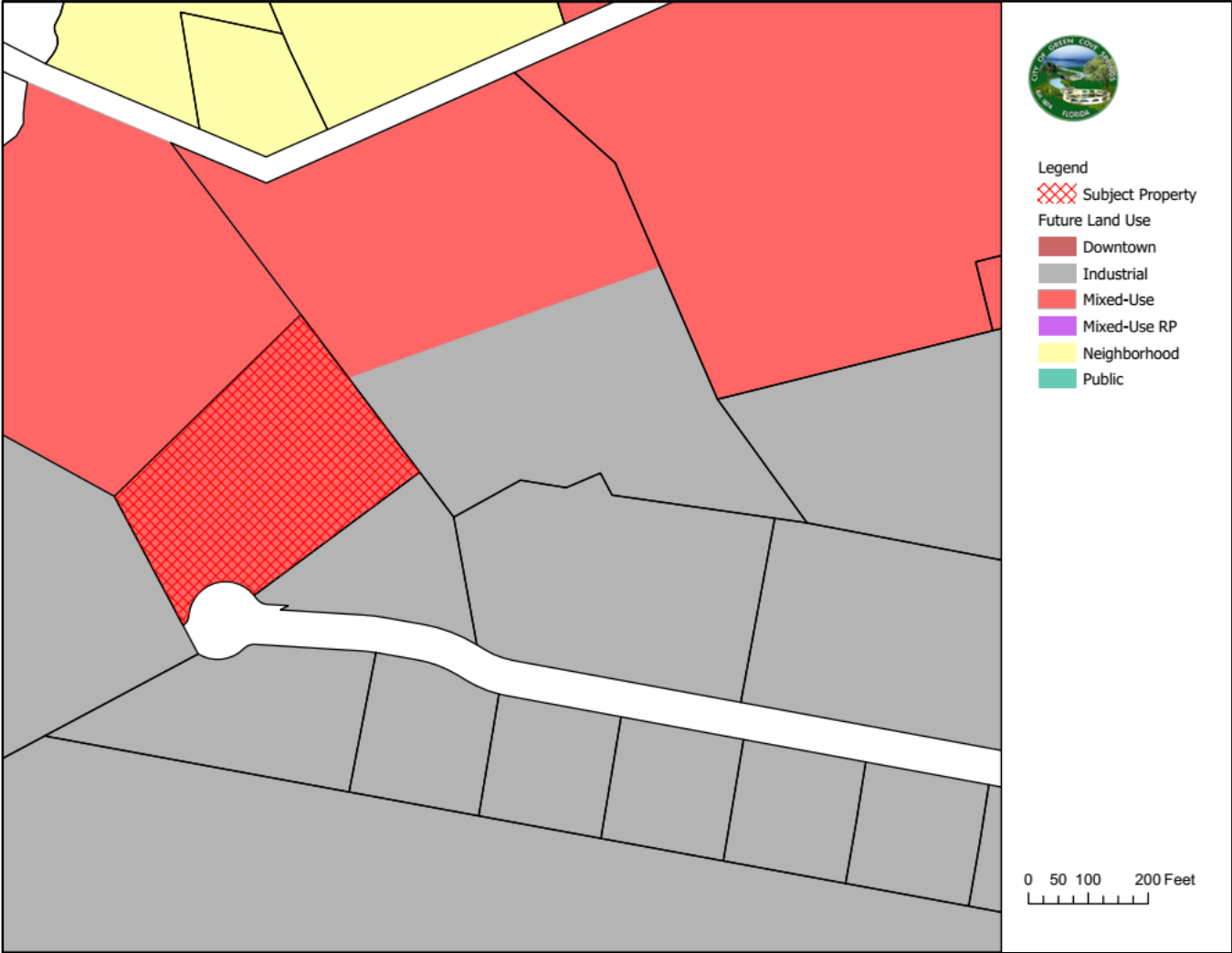


Figure 3. Proposed Future Land Use

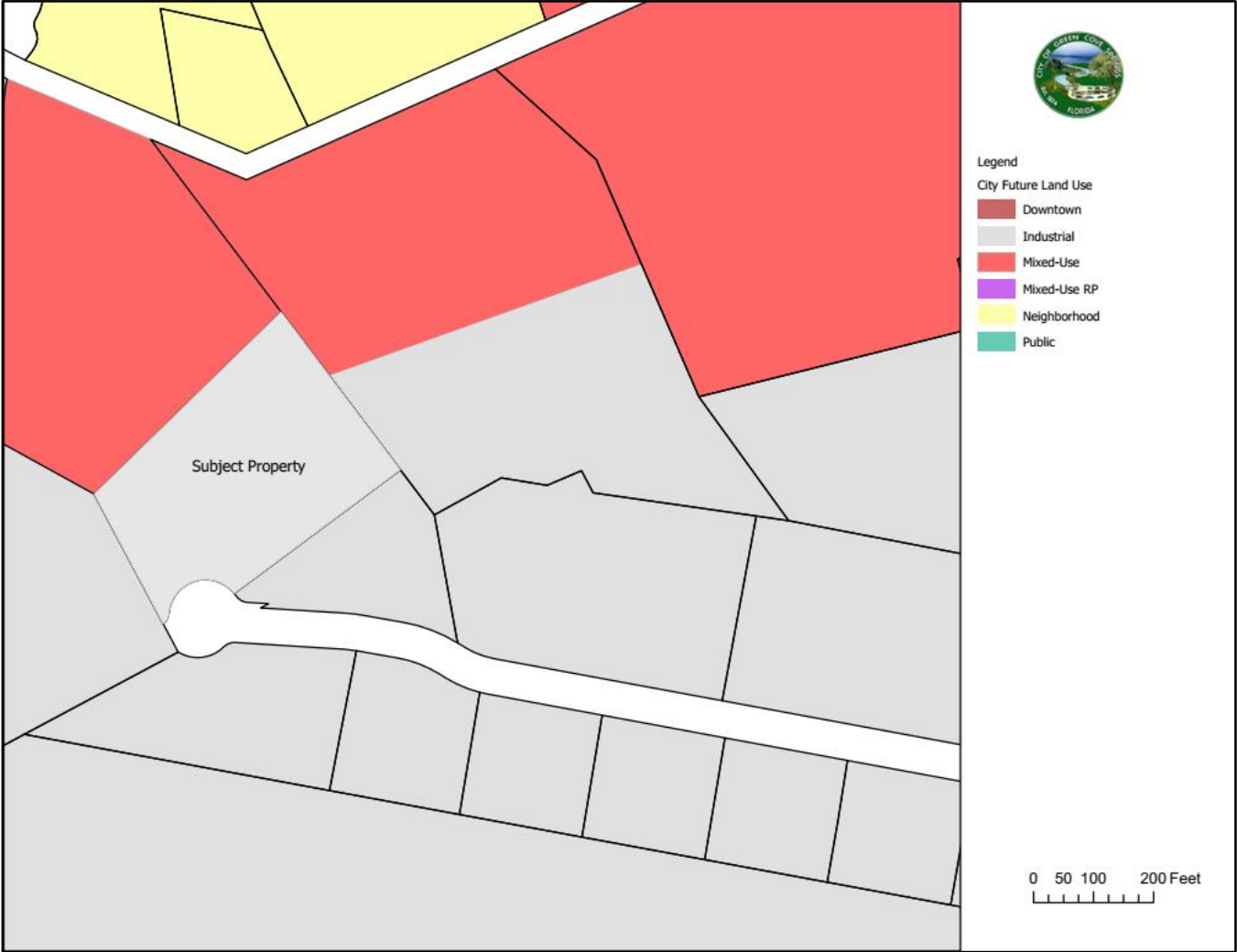


Figure 4. Existing Zoning

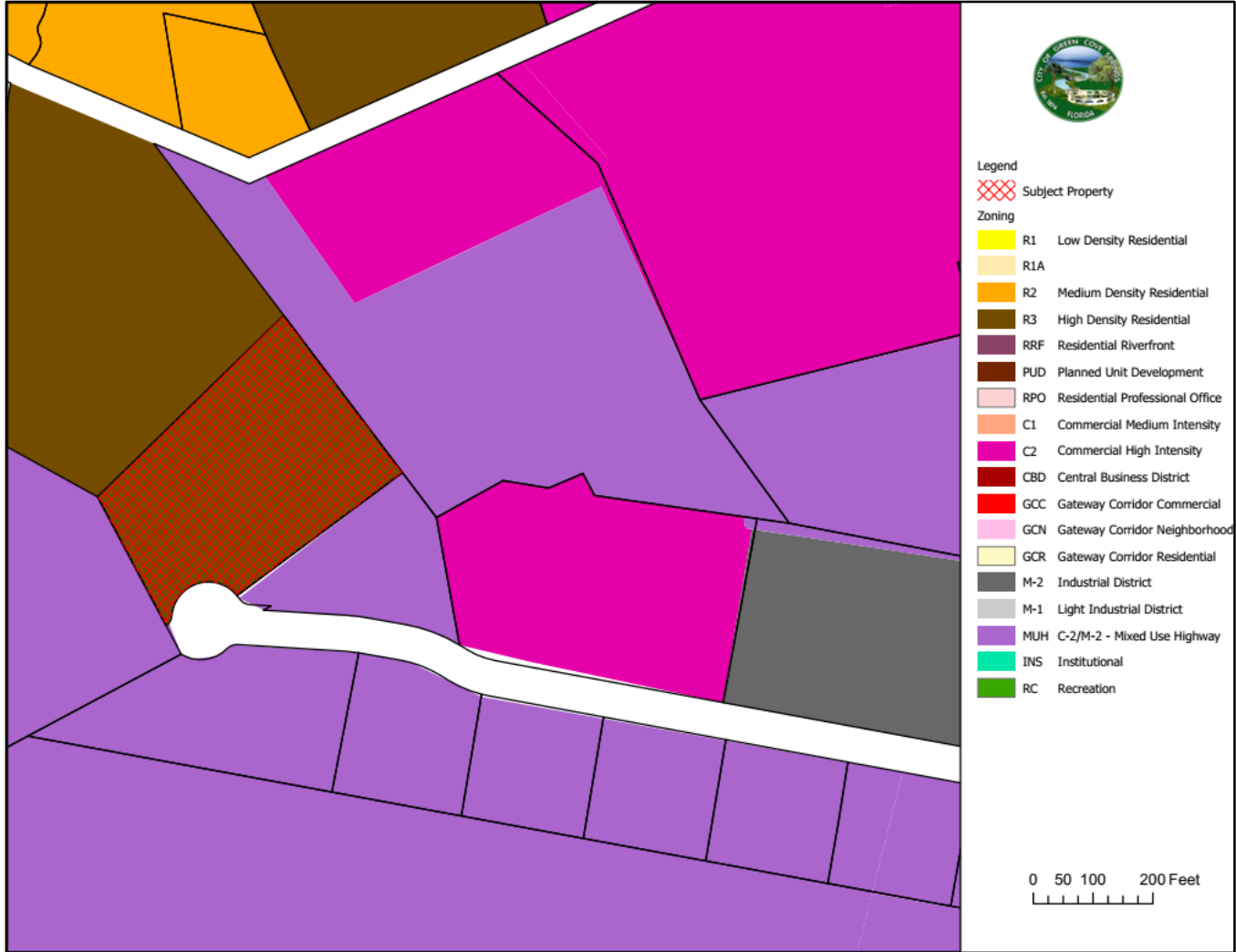
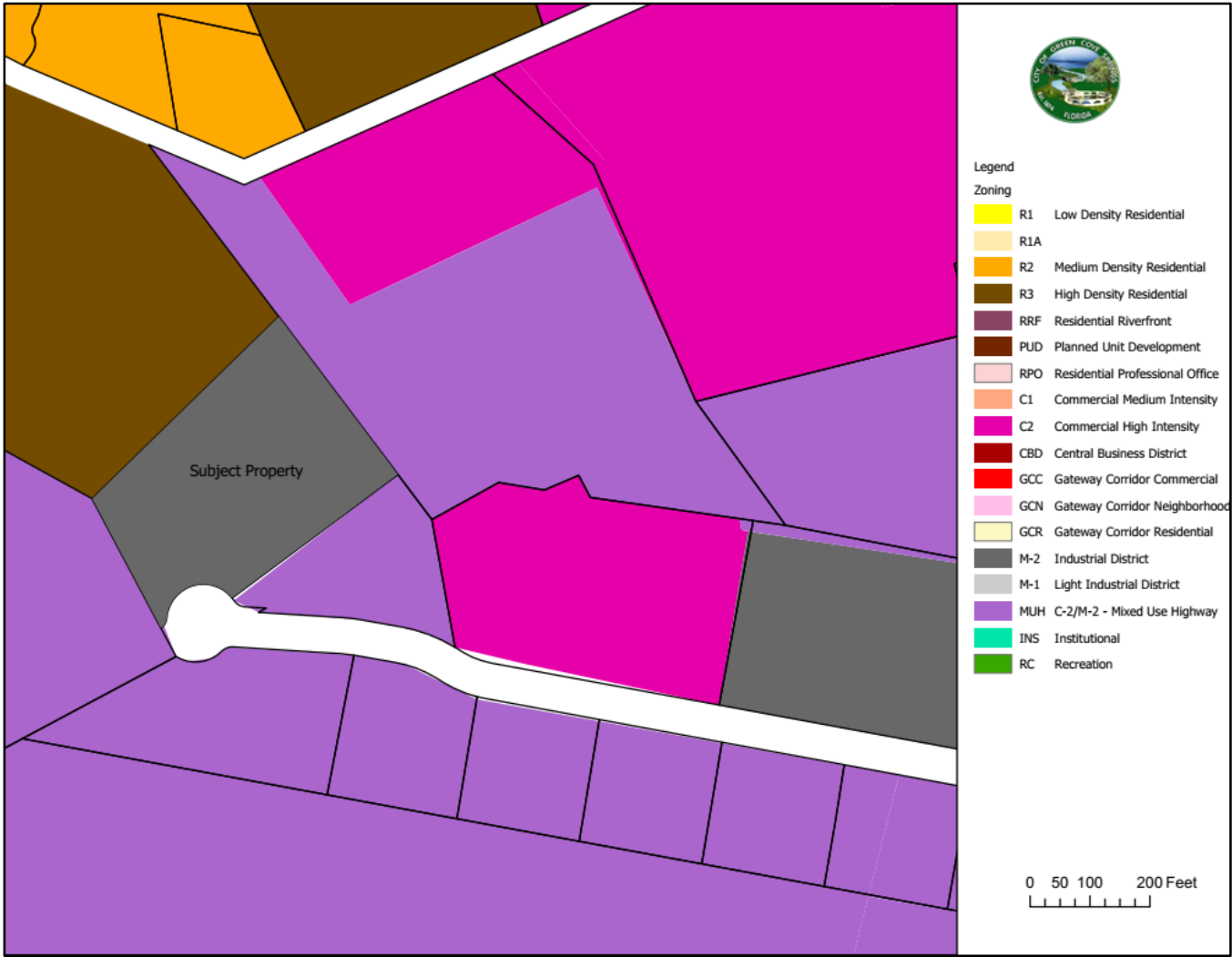


Figure 5. Proposed Zoning



NEEDS ANALYSIS

Per Chapter 163.3177, Florida Statutes, need shall be based upon the amount of land designated for future uses and shall:

- 1) Provide a balance of uses that foster vibrant, viable communities and economic opportunities and address outdated development patterns, such as antiquated subdivisions; and,
- 2) Allow the operation of real estate markets to provide adequate choices for residents and business, with the amount of land designated for future use not limited solely by the projected population. The minimum amount of land use required to accommodate at least a 10-year planning period must be included in the comprehensive plan.

Comment: This request supports the growing demand for industrial uses.

URBAN SPRAWL ANALYSIS

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, “[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality...”

An evaluation of each primary indicator is provided below.

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

Evaluation & Findings: This request will allow for industrial development which is compatible with surrounding uses within Energy Cove Court.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

Evaluation & Findings: The project site is located within the urban core area of Green Cove Springs and adds to the existing development in the area which is suitable for developing thereby reducing development pressure in rural and unincorporated areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

Evaluation & Findings: The proposed Industrial Future Land Use designation is compatible with the surrounding development and is part of the Energy Cove Industrial Park.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

Evaluation & Findings: This property does not have environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

Evaluation & Findings: The project site is located within an urban area with surrounding commercial development. There are no adjacent agricultural areas and activities.

(VI) Fails to maximize use of existing public facilities and services.

Evaluation & Findings: With the project site being located within an area with existing development, the proposed development will utilize existing public facilities and services.

(VII) Fails to maximize use of future public facilities and services.

Evaluation & Findings: Any future improvements to the City's public facilities and services will be utilized by the project site.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

Evaluation & Findings: The project site is located within an existing industrial area with existing public facilities and services. The proposed development will utilize existing public facilities and services and will not increase the time, money, and energy for providing and maintaining these facilities.

(IX) Fails to provide a clear separation between rural and urban uses.

Evaluation & Findings: The site is located within an urban area and is not adjacent to any rural zoned properties.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

Evaluation & Findings: The proposed application will allow infill development.

(XI) Fails to encourage a functional mix of uses.

Evaluation & Findings: The project site is located within an existing industrial area and will allow for compatible surrounding uses on Energy Cove Court

(XII) Results in poor accessibility among linked or related land uses.

Evaluation & Findings: The project site shall provide accessibility to to Energy Cove Court.

(XIII) Results in the loss of significant amounts of functional open space.

Evaluation & Findings: This property was guided for commercial uses and open space shall be preserved pursuant to the Site Development Requirements in the Land Development Code.

In addition to the preceding urban sprawl indicators, Florida Statutes Section 163.3177 also establishes eight (8) "Urban Form" criteria. An amendment to the Future Land Use Map is presumed to not be considered urban sprawl if it meets four (4) of the (8) urban form criteria. These urban form criteria, and an evaluation of each as each may relate to this application, are provided below. The applicant has provided an analysis of the application's consistency with Section 163.3177 within the application materials and contends that the proposed amendment will not encourage urban sprawl by showing it meets four of the eight urban form criteria.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Evaluation & Findings: The project site is located within an existing industrial development where development will occur in developed areas as opposed to undeveloped areas. The proposed development directs the growth within the urban area.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Evaluation & Findings: This application, as well as the companion rezoning application, will utilize existing public infrastructure and existing services.

3. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Evaluation & Findings: This development is for industrial uses only and will not negatively impact multimodal facilities.

4. Promotes conservation of water and energy.

Evaluation & Findings: The project site is located within an urban area with surrounding commercial development. Development in core urban areas reduces the pressure to develop in areas further outside of the urban areas.

5. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Evaluation & Findings: The project site is located within an urban area with surrounding development. There are no adjacent agricultural areas and activities. Development in core urban areas reduces the pressure to develop in agricultural areas.

6. Preserves open space and natural lands and provides for public open space and recreation needs.

Evaluation & Findings: Open Space shall be provided for as part of the landscape and tree preservation requirements as set forth in the Land Development Regulations.

7. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

Evaluation & Findings: The proposed site is adjacent to industrial uses, providing a balance of land uses to the area.

8. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Evaluation & Findings: N/A

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following Goals, Objectives, and Policies (GOPs) support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

FUTURE LAND USE ELEMENT

Goal 1: To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare.

Policy 1.1.1 e: Industrial (IND): This Future Land Use Designation is intended to accommodate primarily light and heavy manufacturing, distribution, and storage, in addition to heavy commercial and professional office uses.

iii. Density: NA

iv. Maximum Intensity: 0.6 FAR

Policy 1.2.6. The City shall require new development to connect to the City’s centralized potable water and sanitary sewer system.

Policy 1.2.7. The City shall condition development orders upon the provision of essential facilities and services which meet and would not result in the failure of each service’s established level of service (LOS).

TRANSPORTATION ELEMENT

Objective 2.8 Site Development Traffic Circulation: The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development....

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND AQUIFER RECHARGE ELEMENT

Objective 4.6: Future development shall be required to connect with central sewer and water systems and provide drainage facilities which maximize the use of existing facilities and discourage urban sprawl.

PUBLIC FACILITIES IMPACT

Traffic Impacts

Land Use ¹ (ITE)	Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Existing							
Residential Condo/TH (ITE 230)	72	6.65	479	0.62	45	0.62	45

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9th Edition

Land Use ¹ (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Maximum Development Potential Based on Proposed FLU							
Industrial Park (ITE 130)	94,000	6.96	655	.86	81	.86	81

Conclusion: The maximum development of 94,000 square feet would require a traffic study to be reviewed at the time of submittal of the site development plan. The applicant has submitted for site plan review and is proposing a 57,000 square warehouse building, which would generate approximately 23 peak hour trips and would be below the threshold of requiring a traffic study.

Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	4,200,000
Less actual Potable Water Flows ¹	1,013,000
Residual Capacity ¹	3,187,000
Projected Potable Water Demand from Proposed Project ²	10,034
Residual Capacity after Proposed Project	3,176,966

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 gallons per 1,000 sq ft.

Sanitary Sewer Impacts – South Plant WWTP

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	350,000
Current Loading ¹	267,000
Committed Loading ¹	37,000
Residual Capacity ¹	46,000
Percentage of Permitted Design Capacity Utilized ¹	95%
Projected Sewer Demand from Proposed Project ²	10,034
Residual Capacity after Proposed Project	35,966

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 gallons per 1,000 square feet

Conclusion: The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP has the capacity to handle the estimated impacts resulting from the proposed application.

Solid Waste Impacts

Conclusion: The City of Green Cove Springs' does not provide solid waste for nonresidential users.

Future Land Use and Zoning District Comparisons

Existing Future Land Use

Mixed Use (MU): This FLUC encompasses lands along major transportation corridors and is intended to accommodate primarily nonresidential uses including light and heavy commercial uses, lodging, and professional offices, interspersed with medium density residential uses and public/semi-public facilities.

- i. Maximum Density: 20 du/ac
- ii. Maximum Intensity: 1.0 FAR

Proposed Future Land Use

Industrial (IND): This Future Land Use Designation is intended to accommodate primarily light and heavy manufacturing, distribution, and storage, in addition to heavy commercial and professional office uses.

- iii. Density: NA
- iv. Maximum Intensity: 0.6 FAR

Existing Zoning District

The residential high density, R-3 zoning category district is intended to provide for multiple-family housing areas with densities of eight to 12 dwelling units per acre. This district should be situated so that it is well served by public services and have direct access to collector street or major thoroughfares.

Careful attention must be given to traffic generation from this district to minimize impact on single-family districts.

Proposed Zoning District

The M-2 industrial district is intended to be for an industrial park. A variety of industrial and supported uses are allowed.

STAFF COMMENTS

This property is part of the Energy Cove Industrial Park. The surrounding uses within the Park are industrial uses. Changing the Future Land Use Designation and the Zoning back to Industrial at this location is compatible with the surrounding uses. The property to the south of the property is to be developed as R-3 multifamily apartments. This land use and zoning change will create a separation of uses by ensuring that the subject property will have access off of Energy Cove Court and is consistent with the adjacent properties and will comply with the buffering requirements to the residential property to the north, which will have access off of Cooks Lane

Staff recommends approval of the Future Land Amendment from Residential High Density to Industrial and Rezoning request from R-3 Residential Multifamily to C-2 General Commercial based upon the Urban Sprawl Analysis and Compliance with the Comprehensive Plan and compatibility with the surrounding area.

Attachments include:

1. Ordinance O-21-2023
2. Rezoning Application

STAFF RECOMMENDATION

Staff recommends approval of the rezoning.

RECOMMENDED MOTIONS:

Rezoning

Motion to recommend approval of second and final reading of Ordinance O-21-2023 for form and legality, to rezone the property described therein from R-3 Multifamily Residential to M-2 Heavy Industrial.

ORDINANCE NO. O-21-2023

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±3.63 ACRES OF PROPERTY LOCATED AT COOKS LANE, IDENTIFIED AS A PORTION OF TAX ID NUMBER 016562-000-00, MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM R-3, RESIDENTIAL HIGH DENSITY, TO M-2, HEAVY INDUSTRIAL; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

RECITALS

WHEREAS, an application for a small-scale comprehensive plan amendment, to amend Comprehensive Plan Future Land Use Map from Mixed Use to Industrial on the subject property, as described below, has been filed with the City; and

WHEREAS, the City approved the Future Land Use Map amendment for the subject property such that it will be designated as Industrial on the Future Land Use Map of the City, and

WHEREAS, the City has received a request to rezone the subject parcel from Residential High Density R-3 to Heavy Industrial M-2; and

WHEREAS, the City has the authority pursuant to its home rule and other statutory powers to rezone properties within the City; and

WHEREAS, a duly advertised public hearing was conducted on the proposed rezoning on June 27, 2023 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

WHEREAS, the City Council considered the recommendations of the LPA at a duly advertised public hearing on July 11 and August 1, 2023 and provided for and received public participation; and,

WHEREAS, the City Council has determined and found said application for the amendment, to be consistent with the City of Green Cove Springs Comprehensive Plan and Land Development Regulations; and,

WHEREAS, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, that the Green Cove Springs City Council finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

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

Section 1. Findings of Fact and Conclusions of Law.

1. The above recitals are true and correct and incorporated herein by reference.
2. The proposed rezoning is consistent with the Comprehensive Plan.
3. The proposed rezoning will not cause a reduction in the adopted level of service standards for transportation, potable water, sanitary sewer, solid waste, stormwater, or recreation.

Section 2. Zoning Map Amended. The Zoning Map is hereby amended for the following property from Residential High Density R-3 to Heavy Industrial M-2:

A portion of Tax Parcel Number 38-06-26-016562-001-01 in accordance with the map found in Exhibit “A” and the legal description found in Exhibit “B” attached hereto.

Section 3. Ordinance to be Construed Liberally. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

Section 3. Repealing Clause. All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 4. Severability. It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

Section 5. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete in accordance with Chapter 163.3184 F.S. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administrative Council enters a final order determining this adopted amendment to be in compliance in accordance with Chapter 163.3184 F.S. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this plan amendment has 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 11th DAY OF JULY 2023.

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 1ST DAY OF AUGUST 2023.

CITY OF GREEN COVE SPRINGS, FLORIDA

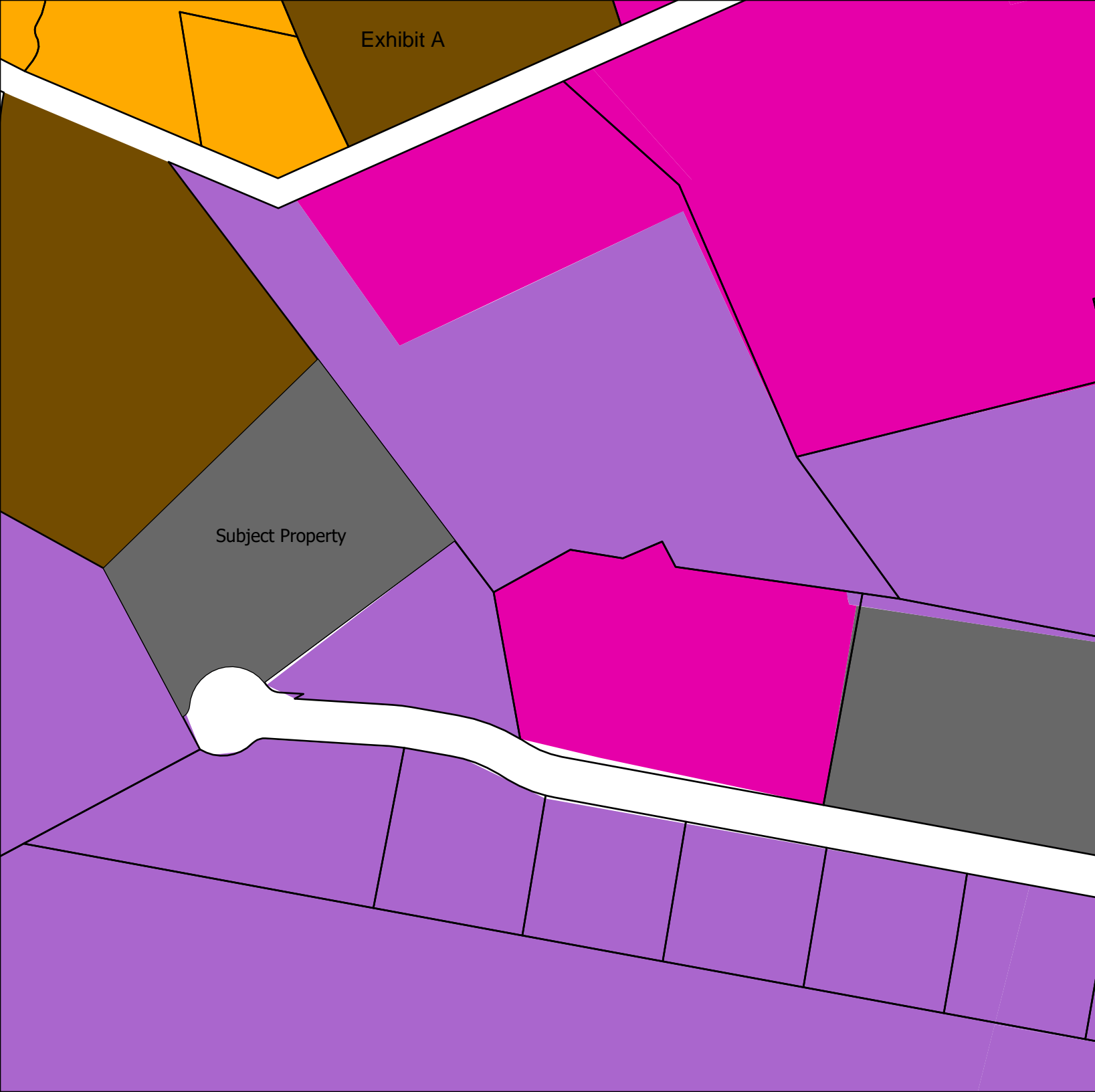
Constance W. Butler, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



Legend

Zoning

- R1 Low Density Residential
- R1A
- R2 Medium Density Residential
- R3 High Density Residential
- RRF Residential Riverfront
- PUD Planned Unit Development
- RPO Residential Professional Office
- C1 Commercial Medium Intensity
- C2 Commercial High Intensity
- CBD Central Business District
- GCC Gateway Corridor Commercial
- GCN Gateway Corridor Neighborhood
- GCR Gateway Corridor Residential
- M-2 Industrial District
- M-1 Light Industrial District
- MUH C-2/M-2 - Mixed Use Highway
- INS Institutional
- RC Recreation

THIS IS NOT A SURVEY

Item #4.

LEGAL DESCRIPTION: PROPOSED ENERGY COVE WAREHOUSE

A parcel of land being a portion of that certain property as recorded in Official Records Book 4614, page 1134 of the Public Records of Clay County, Florida; being a part of Lot 1, Block 1, Bayard Tract, Clay County, Florida, according to map by Charles F. Smith, recorded in the Public Records of said county in Deed Book "J", pages 273 and 274, said parcel also being a portion of Section 29, Block 1, according to plat of Bayard Tract recorded in Plat Book 1, page 34 of said Public records and lying in Section 38, Township 6 South, Range 26 East, said Clay County, said parcel being more particularly described as follows:

Commence at the southwest corner of said Lot 1, Block 1, Bayard Tract; thence on the west line thereof, N24°21'05"W, 47.00 feet to the northwesterly line of those lands described in Official Records Book 3006, page 935 of said public records; thence on said northwesterly line, and on a northeasterly extension thereof, N61°51'10"E, 600.54 feet; thence N26°40'57"W, 54.22 feet to the most southerly corner of lands described in Official Records 4614, page 1134 of said Public Records said corner being on the northerly right of way line of Energy Cove Court as recorded in Official Records Book 3251, page 1137 of said Public Records and the Point of Beginning of the parcel described herein;

Thence along said northerly right of way line run the following 2 courses: 1) northeasterly, along the arc of a curve concave northwesterly and having a radius of 18.50 feet, said curve subtended by a chord bearing and distance of N34°05'39"E, 18.14 feet, an arc distance of 18.96 feet to a point on a non-tangent reverse curve concave to the South and having a radius of 61.50 feet; 2) thence Easterly along the arc of said curve, subtended by a chord bearing and distance of N74°53'51"E, 115.59 feet, an arc distance of 150.29 feet to the northwesterly line of lands described in Official Records 3293, page 222 of said Public Records; thence along the northwesterly line of said Official Records 3293, page 222 of said Public Records, N54°49'34"E, 359.07 feet to the easterly line of lands described in said Official Records 4614, page 1134; thence along said easterly line, N35°44'54"W, 371.56 feet; thence departing said line S54°15'06"W, 264.63 feet to a point on a non-tangent curve concave to the Southeast and having a radius of 52.32 feet; thence Southwesterly along the arc of said curve, subtended by a chord bearing and distance of S42°16'51"W, 21.36 feet, an arc distance of 21.51 feet; thence S30°18'34"W, 172.18 feet to the westerly line of said lands described in Official Records 4614, PG. 1134; thence along said easterly line S26°40'57"E, 262.43 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 3.63 acres, more or less.

Said lands situated, lying and being in Clay County, Florida.

General Notes:

1. Bearings shown hereon are based upon the westerly line of that parcel of land as described in Official Records Book 4614, page 1134 of the Public Records of Clay County, Florida; having a bearing of N26°40'57"W, as determined by the Global Navigation Satellite System (Florida State Plane – East Zone – NAD 83).
2. Additions, deletions and/or any written information added to this map and/or report is prohibited and is not authorized by the signing surveyor.
3. This map is intended to be viewed at a scale of 1"=100' or smaller.
4. This survey is being provided solely for the use of the current parties and no certification has been created, express or implied to copies of this survey and is not transferable. Any copies of this survey that are used in any subsequent transactions shall be null and void if they do not bear the embossed raised seal of the signing surveyor. The use of such non-embossed documents releases the signing surveyor of any further claims of liability of any subsequent transactions and is only valid up to 60 days after the initial signing date.
5. Dimensions are in feet and decimal parts thereof.
6. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to or pursued by the undersigned, other than those shown hereon. Easements or restrictions of record other than those shown hereon may exist.
7. This survey is only for the lands as described. it is not a certificate of title, zoning, easements or freedom of encumbrances.
8. This survey is based on information as provided by the client.

NOTE:

THIS SKETCH AND LEGAL DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT FULL AND/OR COMPLETE WITHOUT BOTH SHEETS.

WIGGINS CONSTRUCTION COMPANY

PROPOSED ENERGY COVE WAREHOUSE

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315, SUITE 106

GREEN COVE SPRINGS, FL 32043

(904) 284-2224 FAX (904) 284-2258

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Item #4.
FOR OFFICE USE ONLY
P Z File # _____
Application Fee: _____
Filing Date: _____ Acceptance Date: _____
Review Date: SRDT _____ P & Z _____ CC _____

Rezoning Application

A. PROJECT

- Project Name: Energy Cove Rezoning
- Address of Subject Property: Cooks Lane
- Parcel ID Number(s): Portion of RE#016562-000-00
- Existing Use of Property: Vacant
- Future Land Use Map Designation: Mixed Use
- Existing Zoning Designation: R-3
- Proposed Zoning Designation: ~~M-2~~ M-2 *J/S. 4/1/2023*
- Acreage: 3.63

B. APPLICANT

- Applicant's Status Owner (title holder) Agent
- Name of Applicant(s) or Contact Person(s): Janis K. Fleet, AICP Title: President
 Company (if applicable): Fleet & Associates Architects/Planners, Inc.
 Mailing address: 11557 Hidden Harbor Way
 City: Jacksonville State: Florida ZIP: 32223
 Telephone: () _____ FAX: () _____ e-mail: jfleet@fleetarchitectsplanners.net
- If the applicant is agent for the property owner*
 Name of Owner (titleholder): Wiggins Investments of North Florida
 Mailing address: 91 Branscomb Rd, Ste 17
 City: Green Cove Springs State: Florida ZIP: 32043
 Telephone: () _____ FAX: () _____ e-mail: joe@wigginslaw.net

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

C. ADDITIONAL INFORMATION

- Is there any additional contact for sale of, or options to purchase, the subject property?
 Yes No If yes, list names of all parties involved:

 If yes, is the contract/option contingent or absolute?
 Contingent Absolute

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
 - a. \$750 plus \$20 per acre over 5
 - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

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

All 7 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

[Handwritten Signature]

Signature of Applicant

Signature of Co-applicant

Janis King Fleet

Typed or printed name and title of applicant

Typed or printed name of co-applicant

5/25/23

Date

Date

State of Florida County of Duval

The foregoing application is acknowledged before me this 25 day of May, 2023 by Janis

King Fleet, who is/are personally known to me, or who has/have produced FL DL as identification.

NOTARY SEAL
[Handwritten Signature] Manansala

Signature of Notary Public, State of Florida





STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 1st, 2023
FROM: Greg Bauer, Public Works Field Supervisor
SUBJECT: City Council approval of Pay Application #2 to Thomas May Construction Company in the amount of \$212,956.75, leaving a balance of \$321,399.80 in agreement for professional construction services for Bid #2023-01, Public Works Compound Phase II. *Greg Bauer*

BACKGROUND

On March 21st 2023, the City of Green Cove Springs entered in to an agreement for Professional Construction Services with Thomas May Construction Company, to complete the Public Works Compound Phase II project. The Public Works Compound Phase II project consist of storm drainage work, pond reconstruction, and a paved employee parking lot.

FISCAL IMPACT

\$212,956.75 – G/L 001-3052-5006200

RECOMMENDATION

Approve Pay Application #2 to Thomas May Construction Company in the amount of \$212,956.75, leaving a balance of \$321,399.80 in agreement for professional construction services for Bid #2023-01, Public Works compound Phase II.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER CITY OF GREEN COVE SPRINGS 321 WALNUT STREET GREEN COVE SPRINGS FL 32043-3441
PROJECT: GCS PUBLIC WORKS COMPOUND #2 900 GUM STREET GREEN COVE SPRINGS FL 32043
APPLICATION NO: 2
PERIOD TO: 07/01/2023
Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	CONSULTANT

FROM CONTRACTOR: THOMAS MAY CONSTRUCTION COMPANY VIA ARCHITECT: 310 COLLEGE DRIVE ORANGE PARK FL 32065

CONTRACT FOR: GCS PUBLIC WORKS COMPOUND #2
CONTRACT DATE: 03/21/2023
PROJECT NOS: 2023-01

CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM 725,450.00
2. Net change by Change Orders 0.00
3. CONTRACT SUM TO DATE (Line 1+2) 725,450.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on detailed sheet) 425,316.00
5. RETAINAGE:
 - a. 5.00 % of Completed Work (Column D + E on detailed sheet) 21,265.80
 - b. 5.00 % of Stored Material (Column F on detailed sheet) 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of detailed sheet) 21,265.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 404,050.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 191,093.45
8. CURRENT PAYMENT DUE 212,956.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) 321,399.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous month by Owner	0.00	0.00
Total approved this Month	0.00	0.00
NET CHANGES by Change Order	7,759.51	0.00
TOTAL	0.00	

CONTRACTOR'S CERTIFICATION OF WORK

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

CONTRACTOR: THOMAS MAY CONSTRUCTION COMPANY
 State of: FLORIDA County of: CLAY Date: 07/06/2023

Subscribed and sworn to before me this 6th day of JULY, 2023
 Notary Public: *Brenda S. Rau*
 My Commission Expires: OCTOBER 30, 2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ _____

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

ARCHITECT: _____ Date: _____

This Certificate is non negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor on this Contract.

CONTINUATION SHEET

Schedule of Work Completed

APPLICATION NO: 2
 APPLICATION DATE: 07/06/2023
 PERIOD TO: 07/01/2023
 ARCHITECT'S PROJECT NO: 2023-01

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	From Previous Applications	Work Comp This Period	Stored Materials (Not in D or E)	Total Completed & Stored to Date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage
1	MOBILIZATION	5,600.00	5,600.00			5,600.00	100.00		280.00
2	GENERAL CONDITIONS, BOND, I	60,268.00	23,521.00	20,515.00		44,036.00	73.07	16,232.00	2,201.80
3	SURVEYING	33,350.00	6,668.00	13,512.00		20,180.00	60.51	13,170.00	1,009.00
4	SITE DEMO	18,955.00	6,635.00	8,642.00		15,277.00	80.60	3,678.00	763.85
5	SITE CLEARING	17,135.00	8,866.00	8,269.00		17,135.00	100.00		856.75
6	EARTHWORK	101,582.00		58,175.00		58,175.00	57.27	43,407.00	2,908.75
7	EROSION CONTROL	20,998.00	10,470.00	5,825.00		16,295.00	77.60	4,703.00	814.75
8	STORM DRAINAGE	174,602.00	139,391.00	35,211.00		174,602.00	100.00		8,730.10
9	PAVING	57,285.00						57,285.00	
10	PAVING BASE AND STABILIZATIO	78,598.00		39,818.00		39,818.00	50.66	38,780.00	1,990.90
11	SIGNAGE AND MARKINGS	2,500.00						2,500.00	
12	CONCRETE	33,198.00		33,198.00		33,198.00	100.00		1,659.90
13	IRRIGATION	28,034.00						28,034.00	
14	LANDSCAPING	25,000.00						25,000.00	
15	FENCING	41,995.00						41,995.00	
16	GATE AND CONTROLS ALLOWAN	15,000.00						15,000.00	
17	ELECTRICAL AND LIGHTING	11,350.00		1,000.00		1,000.00	8.81	10,350.00	50.00
Totals:		725,450.00	201,151.00	224,165.00		425,316.00	58.63	300,134.00	21,265.80

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

Item #5.

The undersigned lienor, in consideration of the progress payment in the amount of \$ 212,956.75, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (Date) 07/01/2023 on the project for CITY OF GREEN COVE SPRINGS, for the (Owner of Property)

following described property:

Project: GCS PUBLIC WORKS COMPOUND PHASE 2 JOB #23024

Location: 900 GUM STREET, GREEN COVE SPRINGS, FL. 32043

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

Dated on 07/06 2023 THOMAS MAY CONSTRUCTION COMPANY
(Lienor's Name)

310 COLLEGE DRIVE
(ADDRESS)

ORANGE PARK, FL 32065


By: 

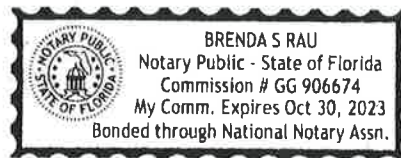
Name: KEITH R. WARD

Title: PRESIDENT

Sworn to and subscribed before me on this:

6TH day of JULY A.D., 2023


(Notary Public)



My Commission Expires: OCTOBER 30, 2023

Personally known to me: X

Produced Identification: _____

Driver's License # _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** August 1, 2023
FROM: Development Services Department
SUBJECT: Rookery Phase 1 Performance Bond

BACKGROUND

The Developer, DR Horton, Inc has provided a Performance Bond for the streets and drainage improvements set forth as part of the Rookery Phase 1 Subdivision Construction Plan. The developer has provided the amount of \$5,521,546.93, which is 110% of the total construction costs, as required by Sec. 101-329 of the City Code. Included in the packet is the performance bond and cost estimates.

STAFF RECOMMENDATION

Staff recommends approval of the Rookery Phase 1 Performance Bond.

Recommended Motion:

Motion to approve the Rookery Phase 1 Performance Bond.

SUBDIVISION STREETS AND DRAINAGE PERFORMANCE SURETY BOND
BOND NUMBER 800158653

Item #6.

COUNTY OF Clay

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, D.R. Horton, Inc. - Jacksonville, a Delaware corporation, as Principal and Atlantic Specialty Insurance Company, a NY corporation, as Surety, are held and firmly bound unto the CITY OF GREEN COVE SPRINGS, a Florida municipal corporation, as Obligee, in the sum of Five Million Five Hundred Twenty One Thousand Five Hundred Forty Six and 93/100 dollars (\$5,521,546.93), for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is the Owner and Developer of The Rookery Phase 1, same as plated in the Public Records of Clay County, Florida; and said City Council has agreed that it will accept certain roadway for Maintenance, provided that the Principal and Surety deliver to the City of Green Cove Springs a Maintenance Warranty Bond, guaranteeing said improvements against faulty workmanship and materials, said bond and guarantee to be in full force and effect for three (3) years, beginning the ___ day of _ (date of Final inspection); and this Bond shall serve as said Maintenance Warranty Bond; and this Bond shall be and remain in full force and effect from its effective date for a period of three (3) years.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall fully guaranty, indemnify and save harmless the City of Green Cove Springs from any and all loss, costs, expenses and damages, for any repairs or replacements arising out of defective workmanship or materials in the construction or installation of said improvements, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this 25th day of July, 2023.

PRINCIPLE: D.R. Horton, Inc. – Jacksonville
a Delaware corporation

BY [Signature]

Print Name: Philip A. Fremont

Title: Vice Pres.

Date: 7/26/23

WITNESSES:

By: [Signature]
Print Name: Deborah McNamee

By: [Signature]
Print Name: Anthony Sharp

OBLIGEE: City of Green Cove Springs,
A Florida Municipal corporation

By: _____

Print Name: _____

Title: _____

SURETY: Atlantic Specialty Insurance Company

BY [Signature]

Name of Signatory: Noah William Pierce

Title: Attorney-In-Fact

Address: 605 Highway 169 North, Suite 800, Plymouth, MN 55441

Telephone: (952) 852-2431

Date: 7/25/23



LETTER OF TRANSMITTAL

To: Michael Daniels Phone: City of Green Cove Springs

From: Anthony Sharp

Date: 7/26/2023 Project Name: Rookery Phase 1

We are sending: Attached Plat Prints Easement Via: Hand Deliver US Mail Courier Fedex

Table with 3 columns: Copies, Date, Description. Row 1: 1, [blank], Bond

These are transmitted as checked below:

- As requested
For your signature
For review and comment
For Your Information and Files

*Please email me with comments if any

Comments:

Copy:

Transmitted By: Anthony Sharp aksharp@drhorton.com

Title: Forward Planning Manager

Signed: [Handwritten Signature]



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Noah William Pierce, Jennifer B. Gullett, Caroline K. Lamarre Berton**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

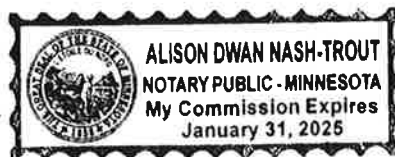
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of July, 2023.



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



Dunn & Associates, Inc.

CIVIL ENGINEERS / LAND PLANNERS

8647 Baypine Road, Suite 200 Jacksonville, Florida 32256

Phone: (904) 363-8916 Fax: (904) 363-8917

Item #6.

June 21, 2023

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

Re: Rookery Phase 1
Performance Bond Cost Estimate Submittal
PLIP-22-001
Engineer's Job No. 2008-499

Dear Mr. Null,

On behalf of D.R. Horton, Inc. - Jacksonville we are submitting the Engineers Estimate of Cost for the Performance Bond for the referenced project. This estimate is based on the contractor's schedule of values (attached).

Roadway	\$ 2,640,842.43
Drainage	\$ 2,378,745.69
TOTAL	\$ 5,019,588.12
Plat Bond (110% of total)	\$ 5,521,546.93

Sincerely,

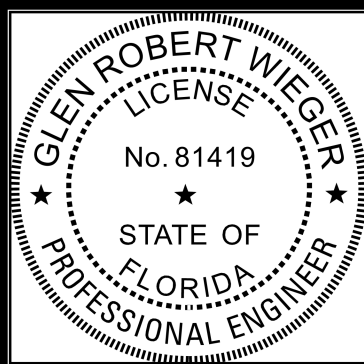
Dunn & Associates, Inc.

Glen R Wieger

Digitally signed by Glen R
Wieger
Date: 2023.06.21 14:03:50
-04'00'

Glen R. Wieger, P.E.
Vice President
FL PE #81419

cc Anthony Sharp



This item has been electronically signed and sealed by Glen R. Wieger, P.E. on 06/21/2023 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

BID PROPOSAL

Item #6.

Biditem	Description	Quantity	Units	Unit Price	Bid Total
110	MOBILIZATION	1.000	LS	16125	16,125.00
120	SURVEY LAYOUT (PERIMETER)	19,600.000	LF	2.07	40,572.00
130	CONSTRUCTION ENTRANCE	1.000	LS	13942.67	13,942.67
140	CLEARING & GRUBBING	71.000	AC	9128	648,088.00
	** C&G PHASE 1 **				\$718,727.67
160	CLEARING & GRUBBING - PEARCE	3.400	AC	9128	31,035.20
	** C&G PEARCE **				\$31,035.20
180	CLEARING & GRUBBING - OFFSITE	1.000	LS	15480	15,480.00
	** C&G OFFSITE **				\$15,480.00
200	DEMOLITION - BUILDING	1.000	LS	547500	547,500.00
210	REMOVE FENCE	1,300.000	LF	6.45	8,385.00
220	DEMO HEADWALL	2.000	EA	543.43	1,086.86
230	DEMO 18" RCP	53.000	LF	10.9	577.70
240	DEMO 15" CMP	200.000	LF	8.16	1,632.00
250	DEMO 15" MES	6.000	EA	407.98	2,447.88
260	DEMO 18" MES	2.000	EA	407.98	815.96
270	DEMO INLET	6.000	EA	543.98	3,263.88
280	DEMO 24" PVC	710.000	LF	13.06	9,272.60
290	DEMO 12" CMP	550.000	LF	8.16	4,488.00
300	DEMO 16" CMP	140.000	LF	8.16	1,142.40
310	DEMO 24" CMP	400.000	LF	8.16	3,264.00
315	DUMPSTER	12.000	EA	838.5	10,062.00
320	CAP WELL	15.000	EA	645	9,675.00
	** DEMOLITION **				\$603,613.28
340	LOT AS-BUILTS	232.000	EA	129	29,928.00
350	DENSITY TESTING	696.000	EA	45.15	31,424.40
360	PROCTOR	3.000	EA	387	1,161.00
370	STRIP SITE (6")	54,000.000	CY	1.92	103,680.00
380	STRIP/BURY/MOVE TO SITE FILL	54,000.000	CY	2.95	159,300.00
390	POND CUT TO SITE FILL	205,000.000	CY	2.95	604,750.00
420	STATION BALANCE	10,000.000	CY	3.78	37,800.00
430	DEWATERING	396,000.000	CY	0.37	146,520.00
440	DEWATER FOR CUT OFF WALL	3,150.000	LF	1.51	4,756.50
450	EXCAVATE FOR CUT-OFF WALL	3,150.000	LF	5.38	16,947.00

460	INSTALL CUT-OFF WALL	3,150.000	LF	11.34	35,721.0
470	BACKFILL CUT-OFF WALL	3,150.000	LF	2.15	6,772.50
475	REMOVE SURCHARGE	45,000.000	CY	2.1	94,500.00
490	SPREAD & COMP DIRT ON SITE	215,000.000	CY	0.65	139,750.00
500	SPREAD & COMP IMPORT	152,000.000	CY	1	152,000.00
510	REGRADE AFTER UGE	38,852.000	CY	0.64	24,865.28
520	MACHINE DRESS LOTS	227,429.000	SY	0.62	141,005.98
530	MACHINE DRESS PONDS	22,880.000	SY	0.62	14,185.60
	** EARTHWORK PH 1 **				\$1,745,067.26
550	STRIP SITE (6")	3,200.000	CY	1.92	6,144.00
560	STRIP/BURY/MOVE TO SITE FILL	3,200.000	CY	2.94	9,408.00
570	POND CUT TO SITE FILL	12,000.000	CY	2.95	35,400.00
580	SPREAD & COMP DIRT ON SITE	12,000.000	CY	0.65	7,800.00
590	MACHINE DRESS RW	7,070.000	SY	0.62	4,383.40
	** EARTHWORK PEARCE **				\$63,135.40
610	STRIP SITE (6")	4,300.000	CY	1.92	8,256.00
620	STRIP/BURY/MOVE TO SITE FILL	4,300.000	CY	2.95	12,685.00
630	POND CUT TO SITE FILL	3,000.000	CY	2.94	8,820.00
640	STATION BALANCE	481.000	CY	3.78	1,818.18
650	SPREAD & COMP DIRT ON SITE	3,481.000	CY	0.65	2,262.65
660	MACHINE DRESS SITE	11,521.000	SY	0.62	7,143.02
	** EARTHWORK OAKRIDGE **				\$40,984.85
680	POND CUT TO SITE FILL (P2A SWMF 21)	152,000.000	CY	2.95	448,400.00
690	MAINTAIN HAUL ROAD	42.000	DAYS	2023.16	84,972.72
	** EARTHWORK P2A **				\$533,372.72
710	SURVEY LAYOUT (ROADWAY)	15,779.000	LF	2.07	32,662.53
720	AS-BUILTS (ROADWAY)	15,779.000	LF	2.06	32,504.74
730	DENSITY TESTING	136.000	EA	32.25	4,386.00
740	PROCTOR	3.000	EA	322.5	967.50
750	LBR TESTING	64.000	EA	258	16,512.00
760	12" STAB. S/G (TN)	30,526.000	SY	5.81	177,356.06
765	4" PVC SLEEVES	1,440.000	LF	16.53	23,803.20
770	GRADE CURB PAD	15,779.000	LF	1.04	16,410.16
780	18" MIAMI CURB	13,092.000	LF	13.2	172,814.40
790	18" CITY STANDARD CURB	2,687.000	LF	20.14	54,116.18
800	VALLEY GUTTER	81.000	LF	49.59	4,016.79
810	SIDEWALKS	1,107.000	SY	52.94	58,604.58

Item #6.

820	H/C RAMPS	24.000	EA	322.5	7,740.0	Item #6.
830	ADA MATS	360.000	SF	49.02	17,647.20	
840	MAIL KIOSK	1.000	LS	16239.72	16,239.72	
850	CONCRETE CYLINDER TESTING	21.000	EA	129	2,709.00	
860	FINE GRADE SUBGRADE (ON-SITE)	28,030.000	SY	2.01	56,340.30	
870	6" CRUSHCRETE BASE/ FIRE LANE	1,100.000	SY	30.02	33,022.00	
880	6" LIMEROCK BASE (TN)	28,732.000	SY	14.61	419,774.52	
882	CREDIT - USE CRUSHCRETE IN LIEU OF LIMEROCK	9,481.000	TN	-10.5	-99,550.50	
884	HAUL CRUSHCRETE ON SITE	9,481.000	TN	2.25	21,332.25	
890	PRIME	27,722.000	SY	0.84	23,286.48	
900	1.5" ASPHALT PAVING ROADWAY	23,540.000	SY	14.1	331,914.00	
910	1.5" ASPHALT AMENITY AREA	4,182.000	SY	14.59	61,015.38	
920	ASPHALT CORES	65.000	EA	206.4	13,416.00	
930	STRIPING & SIGNAGE	1.000	LS	36966.24	36,966.24	
	** ROADWAY PHASE 1 **				\$1,536,006.73	
950	SURVEY LAYOUT (ROADWAY)	2,684.000	LF	2.07	5,555.88	
960	AS-BUILTS (ROADWAY)	2,684.000	LF	2.06	5,529.04	
970	DENSITY TESTING	29.000	EA	32.25	935.25	
980	PROCTOR	1.000	EA	322.5	322.50	
990	LBR TESTING	13.000	EA	258	3,354.00	
1000	12" STAB. S/G (TN)	6,582.000	SY	5.81	38,241.42	
1010	GRADE CURB PAD	2,684.000	SY	1.04	2,791.36	
1020	18" CITY STANDARD CURB	2,684.000	SY	20.14	54,055.76	
1030	SIDEWALKS	1,266.000	SY	52.94	67,022.04	
1040	H/C RAMPS	8.000	EA	322.5	2,580.00	
1050	ADA MATS	120.000	SF	49.02	5,882.40	
1060	FINE GRADE SUBGRADE (ON-SITE)	5,986.000	SY	2.01	12,031.86	
1070	8" LIMEROCK BASE (TN)	5,986.000	SY	20.55	123,012.30	
1072	CREDIT - USE CRUSHCRETE IN LIEU OF LIMEROCK	2,633.000	TN	-10.5	-27,646.50	
1074	HAUL CRUSHCRETE ON SITE	2,633.000	TN	2.25	5,924.25	
1080	PRIME	5,986.000	SY	0.84	5,028.24	
1090	2" ASPHALT PAVING	5,986.000	SY	17.84	106,790.24	
1100	ASPHALT CORES	14.000	EA	206.4	2,889.60	
1110	STRIPING & SIGNAGE	1.000	LS	17247.3	17,247.30	
	** ROADWAY PEARCE **				\$431,546.94	
1130	SURVEY LAYOUT (ROADWAY)	11,300.000	LF	2.07	23,391.00	
1140	AS-BUILTS (ROADWAY)	11,300.000	LF	2.06	23,278.00	

1150	MOT	1.000	LS	19350	19,350.0	Item #6.
1160	DENSITY TESTING	10.000	EA	32.25	322.50	
1170	PROCTOR	1.000	EA	322.5	322.50	
1180	LBR TESTING	5.000	EA	258	1,290.00	
1190	12" STAB. S/G (TN)	2,361.000	SY	5.81	13,717.41	
1200	GRADE CURB PAD	332.000	LF	1.05	348.60	
1210	18" MIAMI CURB	28.000	LF	38.7	1,083.60	
1220	18" CITY STANDARD CURB	152.000	LF	39.13	5,947.76	
1230	HEADER CURB	107.000	LF	34.61	3,703.27	
1240	RIBBON CURB	45.000	LF	39.13	1,760.85	
1250	SIDEWALKS	3,483.000	SY	52.94	184,390.02	
1260	6" SIDEWALKS	90.000	SY	63.27	5,694.30	
1270	H/C RAMPS	18.000	EA	322.5	5,805.00	
1280	ADA MATS	270.000	SF	49.02	13,235.40	
1290	6" CONCRETE DRIVE	536.000	SY	63.27	33,912.72	
1300	SUBGRADE FOR SIDEWALK	4,109.000	SY	3.13	12,861.17	
1310	DRESS RIGHT OF WAY	9,300.000	SY	1.24	11,532.00	
1320	CONCRETE CYLINDER TESTING	12.000	EA	129	1,548.00	
1330	FINE GRADE SUBGRADE (OFF-SITE)	2,117.000	SY	2.01	4,255.17	
1340	10" LIMEROCK BASE (TN)	2,072.000	SY	31.31	64,874.32	
1342	CREDIT - USE CRUSHCRETE IN LIEU OF LIMEROCK	1,140.000	TN	-10.5	-11,970.00	
1344	HAUL CRUSHCRETE ON SITE	1,140.000	TN	2.25	2,565.00	
1350	WIDEN - 2" ASPHALT	1,928.000	SY	20.65	39,813.20	
1360	MILLING	3,290.000	SY	5.15	16,943.50	
1370	OVERLAY - 1.25" ASPHALT	3,290.000	SY	17.17	56,489.30	
1375	1" FRICTION COURSE	5,218.000	SY	17.67	92,202.06	
1380	OBG FULL DEPTH ASPHALT	331.000	SY	53.54	17,721.74	
1390	ASPHALT CORES	12.000	EA	206.4	2,476.80	
1400	STRIPING & SIGNAGE	1.000	LS	24423.57	24,423.57	
	** ROADWAY OAKRIDGE **				\$673,288.76	
1420	SEED-N-MULCH ROW	25,901.000	SY	0.77	19,943.77	
1430	SEED-N-MULCH LOTS	214,000.000	SY	0.77	164,780.00	
1440	4.5' SOD STRIP @ B.O.C.	7,890.000	SY	4.84	38,187.60	
1450	SOD SWALES	3,850.000	SY	4.19	16,131.50	
1455	SOD COMMON AREA	11,000.000	SY	4.19	46,090.00	
1460	SOD BACKSLOPES	3,100.000	SY	4.19	12,989.00	
1470	SOD PONDS	31,060.000	SY	4.19	130,141.40	

	** GRASS PH 1 **				\$428,263.2	Item #6.
1490	SOD R/W	12,900.000	SY	4.19	54,051.00	
1500	4.5' SOD STRIP @ BOC	1,350.000	SY	4.84	6,534.00	
	** GRASSING PEARCE **				\$60,585.00	
1520	SOD OFF-SITE ROW	14,600.000	SY	4.19	61,174.00	
1530	SOD UTILITY EASEMENT	4,912.000	SY	4.19	20,581.28	
	** GRASSING OFFSITE **				\$81,755.28	
1550	SURVEY LAYOUT (STORM DRAIN)	7,533.000	LF	2.07	15,593.31	
1560	AS-BUILTS (STORM DRAIN)	7,533.000	LF	2.06	15,517.98	
1570	T.V. STORM DRAIN	7,533.000	LF	5.81	43,766.73	
1580	DEWATER (6' OR DEEPER)	7,533.000	LF	13.23	99,661.59	
1590	15" HP (4-6)	1,271.000	LF	47.21	60,003.91	
1600	15" HP (6-8)	264.000	LF	48.53	12,811.92	
1610	18" HP (4-6)	384.000	LF	52.66	20,221.44	
1620	18" HP (6-8)	322.000	LF	52.66	16,956.52	
1630	24" HP (4-6)	595.000	LF	75.15	44,714.25	
1640	24" HP (6-8)	322.000	LF	75.16	24,201.52	
1650	30" HP (4-6)	228.000	LF	108.24	24,678.72	
1660	30" HP (6-8)	155.000	LF	112.39	17,420.45	
1670	36" HP (4-6)	180.000	LF	123.82	22,287.60	
1680	36" HP (6-8)	1,437.000	LF	123.82	177,929.34	
1690	36" HP (8-10)	1,331.000	LF	130.34	173,482.54	
1700	36" HP (10-12)	399.000	LF	142.07	56,685.93	
1710	36" HP (12-14)	31.000	LF	152.39	4,724.09	
1720	48" HP (6-8)	75.000	LF	209.32	15,699.00	
1730	48" HP (8-10)	342.000	LF	219.58	75,096.36	
1740	48" HP (10-12)	156.000	LF	226.51	35,335.56	
1750	12"X18" ERCP	42.000	LF	83.45	3,504.90	
1760	6" UNDERDRAIN (ON PLANS)	4,360.000	LF	45.28	197,420.80	
1770	6" UNDERDRAIN C/O	30.000	EA	671.77	20,153.10	
1780	YARD DRAIN (4-6)	6.000	EA	4789.18	28,735.08	
1790	TYPE (C) INLET (4-6)	5.000	EA	3508.15	17,540.75	
1800	SINGLE CURB INLET (4-6)	17.000	EA	5188.13	88,198.21	
1810	SINGLE CURB INLET (6-8)	10.000	EA	8210.19	82,101.90	
1820	SINGLE CURB INLET (8-10)	7.000	EA	10510.91	73,576.37	
1830	SINGLE CURB INLET (10-12)	2.000	EA	13248.45	26,496.90	
1840	DOUBLE CURB INLET (4-6)	6.000	EA	6975.22	41,851.35	

1850	DOUBLE CURB INLET (6-8)	1.000	EA	10144.79	10,144.79
1860	DOUBLE CURB INLET (8-10)	1.000	EA	11978.42	11,978.42
1870	DOUBLE CURB INLET (10-12)	2.000	EA	12663.42	25,326.84
1880	STORM MANHOLE (6-8)	9.000	EA	6418.56	57,767.04
1890	STORM MANHOLE (8-10)	3.000	EA	12003.54	36,010.62
1900	STORM MANHOLE (10-12)	1.000	EA	13101.37	13,101.37
1910	STORM MANHOLE (12-14)	1.000	EA	13647.57	13,647.57
1920	RAISE STRUCTURES	70.000	EA	928.15	64,970.50
1930	INVERTS	65.000	EA	619.36	40,258.40
1940	15" PRECAST MES	2.000	EA	2176.14	4,352.28
1950	18" PRECAST MES	5.000	EA	2176.13	10,880.65
1960	24" PRECAST MES	1.000	EA	2700.66	2,700.66
1970	30" PRECAST MES	2.000	EA	3337.86	6,675.72
1980	36" PRECAST MES	11.000	EA	4788.02	52,668.22
1990	48" PIPE MES	3.000	EA	4292.31	12,876.93
2000	48" CIP APRON	3.000	EA	3870	11,610.00
2010	48" HEADWALL	2.000	EA	3284.27	6,568.54
2020	RIP RAP PADS	144.000	SF	76.19	10,971.36
2030	MISCELLANEOUS MATERIALS	1.000	LS	17253.75	17,253.75
2040	UNDERDRAIN STUBS	1,840.000	LF	49.16	90,454.40
2050	PUNCH OUT STORM DRAIN	7,533.000	LF	1.62	12,203.46
	** STORM PH 1 **				\$2,048,789.61
2070	SURVEY LAYOUT (STORM DRAIN)	630.000	LF	2.07	1,304.10
2080	AS-BUILTS (STORM DRAIN)	630.000	LF	2.06	1,297.80
2090	T.V. STORM DRAIN	630.000	LF	5.81	3,660.30
2100	DEWATER (6' OR DEEPER)	325.000	LF	13.23	4,299.75
2110	15" HP (4-6)	80.000	LF	47.23	3,778.40
2120	18" HP (4-6)	184.000	LF	52.67	9,691.28
2130	18" HP (6-8)	200.000	LF	52.66	10,532.00
2140	24" HP (4-6)	41.000	LF	75.17	3,081.97
2150	36" HP (6-8)	125.000	LF	123.81	15,476.25
2160	SINGLE CURB INLET (4-6)	6.000	EA	5186.75	31,120.50
2170	SINGLE CURB INLET (6-8)	2.000	EA	8210.19	16,420.38
2180	STORM MANHOLE (6-8)	2.000	EA	6418.56	12,837.12
2190	INVERTS	8.000	EA	619.36	4,954.88
2200	UNDERDRAIN STUBS	320.000	LF	49.16	15,731.20
2210	PUNCH OUT STORM DRAIN	630.000	LF	1.62	1,020.66

Item #6.

	** STORM PEARCE **				\$135,206.5	
2230	SURVEY LAYOUT (STORM DRAIN)	594.000	LF	2.07	1,229.58	
2240	AS-BUILTS (STORM DRAIN)	594.000	LF	2.06	1,223.64	
2250	T.V. STORM DRAIN	594.000	LF	5.81	3,451.14	
2260	DEWATER (6' OR DEEPER)	594.000	LF	13.23	7,858.62	
2270	18" RCP (4-6)	95.000	LF	71.03	6,747.85	
2280	24" RCP (4-6)	390.000	LF	100.22	39,085.80	
2290	30" RCP (4-6)	20.000	LF	141.21	2,824.20	
2300	12"X18" ERCP	57.000	LF	83.44	4,756.08	
2310	14"X23" ERCP	32.000	LF	100.22	3,207.04	
2320	TYPE (C) INLET (0-4)	2.000	EA	4190.75	8,381.50	
2330	TYPE (E) INLET (0-4)	1.000	EA	5499.29	5,499.29	
2340	INVERTS	3.000	EA	619.37	1,858.11	
2350	12X18" HEADWALL	2.000	EA	2977.09	5,954.18	
2360	30" HEADWALL	1.000	EA	6598.01	6,598.01	
2370	18" PRECAST MES	3.000	EA	2176.13	6,528.39	
2380	24" PRECAST MES	6.000	EA	2708.92	16,253.52	
2390	12 X 18" MES	1.000	EA	2449.62	2,449.62	
2400	14 X 23" MES	2.000	EA	2573.85	5,147.70	
2410	RIP RAP PADS	950.000	SF	68.14	64,733.00	
2420	PUNCH OUT STORM DRAIN	594.000	LF	1.62	962.28	
	** STORM OFFSITE **				\$194,749.55	
2440	SURVEY LAYOUT (SEWER)	7,284.000	LF	2.02	14,713.68	
2450	AS-BUILTS (SEWER)	7,284.000	LF	1.81	13,184.04	
2460	T.V. SEWER MAIN	7,284.000	LF	5.16	37,585.44	
2470	DEWATER (6' OR DEEPER)	5,710.000	LF	15.81	90,275.10	
2480	8" SDR-26 PVC (4-6)	1,574.000	LF	39.37	61,968.38	
2490	8" SDR-26 PVC (6-8)	2,420.000	LF	40.6	98,252.00	
2500	8" SDR-26 PVC (8-10)	1,055.000	LF	42	44,310.00	
2510	8" SDR-26 PVC (10-12)	456.000	LF	42	19,152.00	
2520	8" SDR-26 PVC (12-14)	913.000	LF	42	38,346.00	
2530	8" SDR-26 PVC (14-16)	426.000	LF	56.48	24,060.48	
2540	8" SDR-26 PVC (16-18)	440.000	LF	63.32	27,860.80	
2550	(A) MANHOLE (4-6)	9.000	EA	5207.86	46,870.74	
2560	(A) MANHOLE (6-8)	11.000	EA	5721.9	62,940.90	
2570	(A) MANHOLE (8-10)	5.000	EA	6383.35	31,916.75	
2580	(A) MANHOLE (10-12)	2.000	EA	7558.57	15,117.14	

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2590	(A) MANHOLE (12-14)	5.000	EA	8487.51	42,437.5
2600	(A) MANHOLE (14-16)	2.000	EA	8948.08	17,896.16
2610	(A) MANHOLE (16-18)	1.000	EA	9729.18	9,729.18
2620	BOOTS	106.000	EA	69.02	7,316.12
2630	TOP ADJUSTMENTS	35.000	EA	928.15	32,485.25
2640	DROP BOWL ASSY	1.000	EA	1630.72	1,630.72
2650	6" SEWER SERVICES	241.000	EA	1113.11	268,259.51
2660	PUNCH OUT SEWER MAIN	7,284.000	LF	1.62	11,800.08
	** SANITARY PH 1 **				\$1,018,108.02
2680	SURVEY LAYOUT (SEWER)	528.000	LF	2.01	1,061.28
2690	AS-BUILTS (SEWER)	528.000	LF	1.81	955.68
2700	T.V. SEWER MAIN	528.000	LF	5.16	2,724.48
2710	DEWATER (6' OR DEEPER)	528.000	LF	15.81	8,347.68
2720	8" SDR-26 PVC (16-18)	443.000	LF	56.48	25,020.64
2730	10" SDR-26 PVC (18-20)	85.000	LF	74.42	6,325.70
2740	(A) MANHOLE (16-18)	2.000	EA	9727.41	19,454.82
2750	LINED (A) MANHOLE (18-20)	1.000	EA	22521.8	22,521.80
2760	BOOTS	7.000	EA	69.02	483.14
2770	TOP ADJUSTMENTS	3.000	EA	928.15	2,784.45
2780	PUNCH OUT SEWER MAIN	528.000	LF	1.62	855.36
	** SANITARY PEARCE **				\$90,535.03
2800	SURVEY LAYOUT LIFT STATION	1.000	LS	2693.32	2,693.32
2810	LIFT STATION AS-BUILTS	1.000	LS	2693.32	2,693.32
2820	COMPACTION AND DENSITIES	1.000	LS	3870	3,870.00
2830	DEWATER	1.000	LS	15881.56	15,881.56
2840	57 STONE	20.000	TN	186.16	3,723.20
2850	CRANE RENTAL	10.000	HRS	967.5	9,675.00
2860	WET WELL - LIFT STATION	1.000	EA	108644.41	108,644.41
2870	MECHANICAL SUB	1.000	LS	368940	368,940.00
2880	TRENCH BOX	1.000	LS	3450.75	3,450.75
2890	LIFT STATION WATER SERVICE	1.000	EA	2381.85	2,381.85
	** PUMP STATION **				\$521,953.41
2910	SURVEY LAYOUT FM	1,000.000	LF	2.07	2,070.00
2920	AS-BUILT FM	1,000.000	LF	2.06	2,060.00
2930	PRESSURE TEST	1,000.000	LF	1.34	1,340.00
2940	6" DR-18 FORCE MAIN	1,000.000	LF	31.07	31,070.00
2950	6" BELL RESTRAINTS	12.000	EA	162.22	1,946.64

Item #6.

2960	6" MJ GATE VALVE	1.000	EA	1814.18	1,814.18	Item #6.
2970	SET VALVE BOX	1.000	EA	442.89	442.89	
2980	6" MJ 45 BEND	1.000	EA	882.3	882.30	
2990	6" CASE (B) CROSSING	1.000	EA	4625.15	4,625.15	
3000	6" MJ 22.5 BEND	4.000	EA	864.49	3,457.96	
3010	PUNCH OUT FORCE MAIN	1,000.000	LF	2.69	2,690.00	
	** FORCEMAIN PH 1 **				\$52,399.12	
3030	SURVEY LAYOUT FM	2,250.000	LF	2.07	4,657.50	
3040	AS-BUILT FM	2,250.000	LF	2.06	4,635.00	
3050	PRESSURE TEST	2,250.000	LF	1.35	3,037.50	
3060	12" DR-18 FORCE MAIN	1,500.000	LF	81.7	122,550.00	
3070	10" DR-18 FORCE MAIN	120.000	LF	61.15	7,338.00	
3080	8" DR-18 FORCE MAIN	350.000	LF	43.51	15,228.50	
3090	6" DR-18 FORCE MAIN	280.000	LF	29.57	8,279.60	
3100	12" BELL RESTRAINTS	37.000	EA	352.78	13,052.86	
3110	10" BELL RESTRAINTS	5.000	EA	327.97	1,639.85	
3120	8" BELL RESTRAINTS	8.000	EA	200.03	1,600.24	
3130	6" BELL RESTRAINTS	4.000	EA	140.95	563.80	
3140	12" MJ GATE VALVE	3.000	EA	4616.23	13,848.69	
3150	10" MJ GATE VALVE	1.000	EA	3752.12	3,752.12	
3160	8" MJ GATE VALVE	1.000	EA	2357.12	2,357.12	
3170	6" MJ GATE VALVE	2.000	EA	1618.65	3,237.30	
3180	SET VALVE BOX	7.000	EA	443.53	3,104.71	
3190	12" CASE (B) CROSSING	1.000	EA	11154.54	11,154.54	
3200	12" MJ 45 BEND	4.000	EA	1931.48	7,725.92	
3210	8" MJ 45 BEND	2.000	EA	1003.91	2,007.82	
3220	6" MJ 45 BEND	2.000	EA	722.57	1,445.14	
3230	6" MJ 90 BEND	2.000	EA	907.53	1,815.06	
3240	12"X8" MJ TEE	2.000	EA	2416.37	4,832.74	
3250	12"X6" MJ TEE	1.000	EA	1938.8	1,938.80	
3260	12"X10" MJ REDUCER	1.000	EA	1716.91	1,716.91	
3270	12"X2" TAP CAP	1.000	EA	1222.34	1,222.34	
3280	10"X2" TAP CAP	1.000	EA	982.16	982.16	
3290	8"X2" TAP CAP	1.000	EA	748.89	748.89	
3300	PUNCH OUT FORCE MAIN	2,250.000	LF	2.69	6,052.50	
	** FORCEMAIN PEARCE **				\$250,525.61	
3320	SURVEY LAYOUT FM	2,280.000	LF	2.07	4,719.60	

3330	AS-BUILT FM	2,280.000	LF	2.06	4,696.8	Item #6.
3340	PRESSURE TEST	2,280.000	LF	1.35	3,078.00	
3350	6" DR-18 FORCE MAIN	2,280.000	LF	29.58	67,442.40	
3360	6" BELL RESTRAINTS	20.000	EA	140.86	2,817.20	
3370	CORE EXISTING MH/ LINE	1.000	EA	9581.38	9,581.38	
3380	6" MJ GATE VALVE	3.000	EA	1618.66	4,855.98	
3390	SET VALVE BOX	3.000	EA	443.64	1,330.92	
3400	AIR RELEASE VALVE & MH	1.000	EA	7140.88	7,140.88	
3410	6" CASE (B) CROSSING	4.000	EA	6086.08	24,344.32	
3420	6" MJ 45 BEND	7.000	EA	860.81	6,025.67	
3430	6" MJ 22.5 BEND	4.000	EA	907.53	3,630.12	
3440	PUNCH OUT FORCE MAIN	2,280.000	LF	2.69	6,133.20	
	** FORCEMAIN CUL DE SAC **				\$145,796.47	
3460	SURVEY LAYOUT WM	7,840.000	LF	2.07	16,228.80	
3470	AS-BUILT WM	7,840.000	LF	2.06	16,150.40	
3480	FLUSH, PT, B.T.	7,840.000	LF	1.35	10,584.00	
3490	12" DR-18 WATER MAIN	1,420.000	LF	80.6	114,452.00	
3500	10" DR-18 WATER MAIN	440.000	LF	60.21	26,492.40	
3510	8" DR-18 WATER MAIN	1,960.000	LF	43.51	85,279.60	
3520	6" DR-18 WATER MAIN	1,800.000	LF	29.58	53,244.00	
3530	4" DR-18 WATER MAIN	2,220.000	LF	19.51	43,312.20	
3540	12" BELL RESTRAINTS	50.000	EA	352.82	17,641.00	
3550	10" BELL RESTRAINTS	34.000	EA	327.96	11,150.64	
3560	8" BELL RESTRAINTS	25.000	EA	210.94	5,273.50	
3570	6" BELL RESTRAINTS	30.000	EA	140.82	4,224.60	
3580	4" BELL RESTRAINTS	24.000	EA	113.49	2,723.76	
3590	12"x 12" TAP & VALVE	1.000	EA	14576.95	14,576.95	
3600	12" MJ GATE VALVE	4.000	EA	4616.24	18,464.96	
3610	10" MJ GATE VALVE	3.000	EA	3751.39	11,254.17	
3620	8" MJ GATE VALVE	5.000	EA	2357.12	11,785.60	
3630	6" MJ GATE VALVE	13.000	EA	1618.66	21,042.58	
3640	4" MJ GATE VALVE	5.000	EA	1335.7	6,678.50	
3650	SET VALVE BOX	31.000	EA	443.6	13,751.60	
3660	FLUSHING HYDRANT	11.000	EA	2681.05	29,491.55	
3670	SAMPLE POINT	10.000	EA	356.59	3,565.90	
3680	FIRE HYDRANT ASSY	8.000	EA	5833.73	46,669.84	
3690	12" CASE (B) CROSSING	1.000	EA	7720.35	7,720.35	

3700	12" MJ 45 BEND	16.000	EA	1072.8	17,164.8	Item #6.
3710	12" MJ 22.5 BEND	2.000	EA	1021.93	2,043.86	
3720	12" MJ 11.25 BEND	3.000	EA	1000.79	3,002.37	
3730	10" CASE (B) CROSSING	1.000	EA	5263.12	5,263.12	
3740	10" MJ 45 BEND	9.000	EA	894.99	8,054.91	
3750	8" MJ 45 BEND	5.000	EA	624.56	3,122.80	
3760	8" MJ 11.25 BEND	8.000	EA	602.23	4,817.84	
3770	6" CASE (B) CROSSING	3.000	EA	3095.77	9,287.31	
3780	6" MJ 45 BEND	9.000	EA	478.42	4,305.78	
3790	6" MJ 22.5 BEND	1.000	EA	468.45	468.45	
3800	6" MJ 11.25 BEND	12.000	EA	472.95	5,675.40	
3810	4" MJ 45 BEND	5.000	EA	166.36	831.80	
3820	4" MJ 22.5 BEND	30.000	EA	391.49	11,744.70	
3830	4" MJ 11.25 BEND	6.000	EA	387.2	2,323.20	
3840	12"X12" MJ TEE	1.000	EA	1733.13	1,733.13	
3850	12"X10" MJ TEE	1.000	EA	1726.23	1,726.23	
3860	12"X8" MJ TEE	1.000	EA	1481.92	1,481.92	
3870	12"X6" MJ TEE	2.000	EA	1379.76	2,759.52	
3880	12"X4" MJ TEE	1.000	EA	1361.83	1,361.83	
3890	10"X8" MJ TEE	2.000	EA	1287.38	2,574.76	
3900	8"X8" MJ TEE	1.000	EA	1012.7	1,012.70	
3910	8"X6" MJ TEE	4.000	EA	921.61	3,686.44	
3920	6"X6" MJ TEE	2.000	EA	775.21	1,550.42	
3930	12"X10" MJ REDUCER	2.000	EA	951.95	1,903.90	
3940	8"X6" MJ REDUCER	4.000	EA	598.05	2,392.20	
3950	6"X4" MJ REDUCER	3.000	EA	445.3	1,335.90	
3960	10"X2" TAP CAP	2.000	EA	476.81	953.62	
3970	8"X2" TAP CAP	1.000	EA	355.51	355.51	
3980	6"X2" TAP CAP	1.000	EA	282.35	282.35	
3990	4"X2" TAP CAP	7.000	EA	224.88	1,574.16	
4000	SET METER BOXES WM	232.000	EA	499.23	115,821.36	
4010	SHORT SINGLE SERVICES	22.000	EA	589.62	12,971.64	
4020	SHORT DOUBLE SERVICES	50.000	EA	1236.31	61,815.50	
4030	LONG SINGLE SERVICES	6.000	EA	734.74	4,408.44	
4040	LONG DOUBLE SERVICES	52.000	EA	1065.05	55,382.60	
4050	PUNCH OUT WATER MAIN	7,840.000	LF	2.69	21,089.60	
	** WATERMAIN PH 1 **				\$968,038.95	

4070	SURVEY LAYOUT WM	1,550.000	LF	2.07	3,208.5
4080	AS-BUILT WM	1,550.000	LF	1.94	3,007.00
4090	FLUSH, PT, B.T.	1,550.000	LF	2.88	4,464.00
4100	16" DR-18 WATER MAIN	1,180.000	LF	145.27	171,418.60
4110	12" DR-18 WATER MAIN	300.000	LF	80.6	24,180.00
4120	10" DR-18 WATER MAIN	50.000	LF	60.2	3,010.00
4130	8" DR-18 WATER MAIN	20.000	LF	43.46	869.20
4140	6" DR-18 WATER MAIN	20.000	LF	29.61	592.20
4150	16" BELL RESTRAINTS	40.000	EA	746.22	29,848.80
4160	12" BELL RESTRAINTS	15.000	EA	352.82	5,292.30
4170	10" BELL RESTRAINTS	2.000	EA	328.46	656.92
4180	16" MJ GATE VALVE	4.000	EA	8822.45	35,289.80
4190	12" MJ GATE VALVE	3.000	EA	4616.23	13,848.69
4200	10" MJ GATE VALVE	2.000	EA	3751.03	7,502.06
4210	6" MJ GATE VALVE	3.000	EA	1618.66	4,855.98
4220	SET VALVE BOX	12.000	EA	443.63	5,323.56
4230	FLUSHING HYDRANT	3.000	EA	2682.43	8,047.29
4240	SAMPLE POINT	2.000	EA	356.56	713.12
4250	FIRE HYDRANT ASSY	3.000	EA	5833.73	17,501.19
4260	16" CASE (B) CROSSING	1.000	EA	11980.78	11,980.78
4270	16" MJ 45 BEND	2.000	EA	2207.99	4,415.98
4280	8" MJ 45 BEND	1.000	EA	625.56	625.56
4290	6" MJ 45 BEND	3.000	EA	478.66	1,435.98
4300	6" MJ 90 BEND	3.000	EA	521.45	1,564.35
4310	16"X16" MJ TEE	1.000	EA	3523.46	3,523.46
4320	16"X12" MJ TEE	1.000	EA	2873.34	2,873.34
4330	16"X6" MJ TEE	3.000	EA	2456.45	7,369.35
4340	12"X12" MJ TEE	1.000	EA	1733.13	1,733.13
4350	12"X10" MJ TEE	1.000	EA	1726.23	1,726.23
4360	12"X6" MJ TEE	1.000	EA	1379.78	1,379.78
4370	16"X12" MJ REDUCER	1.000	EA	1471.22	1,471.22
4380	12"X10" MJ REDUCER	1.000	EA	950.84	950.84
4390	16"X2" TAP CAP	2.000	EA	772.2	1,544.40
4400	10"X2" TAP CAP	1.000	EA	475.59	475.59
4410	2IN WATER SERVICE	1.000	EA	1726	1,726.00
4420	PUNCH OUT WATER MAIN	1,550.000	LF	2.69	4,169.50
	** WATERMAIN PEARCE **				\$388,594.70

Item #6.

4440	SURVEY LAYOUT RM	7,680.000	LF	2.07	15,897.6
4450	AS-BUILT RM	7,680.000	LF	2.06	15,820.80
4460	PRESSURE TEST	7,680.000	LF	1.35	10,368.00
4470	8" DR-18 REUSE MAIN	480.000	LF	45.25	21,720.00
4480	6" DR-18 REUSE MAIN	460.000	LF	30.27	13,924.20
4490	4" DR-18 REUSE MAIN	6,740.000	LF	20.12	135,608.80
4500	8" BELL RESTRAINTS	18.000	EA	221.63	3,989.34
4510	6" BELL RESTRAINTS	12.000	EA	162.22	1,946.64
4520	4" BELL RESTRAINTS	52.000	EA	124.23	6,459.96
4530	12" MJ LONG SLEEVE	1.000	EA	4026.12	4,026.12
4540	8" MJ GATE VALVE	2.000	EA	1276.32	2,552.64
4550	4" MJ GATE VALVE	15.000	EA	1335.7	20,035.50
4560	SET VALVE BOXES	17.000	EA	443.68	7,542.56
4570	FLUSHING HYDRANT	7.000	EA	2544.4	17,810.80
4580	6" MJ 45 BEND	4.000	EA	478.25	1,913.00
4590	4" CASE (B) CROSSING	6.000	EA	2575.39	15,452.34
4600	4" MJ 45 BEND	21.000	EA	395.64	8,308.44
4610	4" MJ 22.5 BEND	32.000	EA	391.48	12,527.36
4620	4" MJ 11.25 BEND	26.000	EA	387.37	10,071.62
4630	8"X8" MJ TEE	1.000	EA	1012.7	1,012.70
4640	6"X4" MJ TEE	3.000	EA	740.63	2,221.89
4650	4"X4" MJ TEE	5.000	EA	620.59	3,102.95
4660	8"X2" TAP CAP	2.000	EA	356.73	713.46
4670	4"X2" TAP CAP	8.000	EA	237.69	1,901.52
4680	SET METER BOXES RM	233.000	EA	499.23	116,320.59
4690	SHORT SINGLE SERVICES	22.000	EA	643.45	14,155.90
4700	SHORT DOUBLE SERVICES	46.000	EA	1360.54	62,584.84
4710	LONG SINGLE SERVICES	10.000	EA	737.66	7,376.60
4720	LONG DOUBLE SERVICES	54.000	EA	1498.46	80,916.84
4730	PUNCH OUT REUSE MAIN	7,680.000	LF	2.69	20,659.20
	** REUSE PH 1 **				\$636,942.21
4750	SURVEY LAYOUT RM	1,780.000	LF	2.07	3,684.60
4760	AS-BUILT RM	1,780.000	LF	2.06	3,666.80
4770	PRESSURE TEST	1,780.000	LF	1.35	2,403.00
4780	12" DR-18 REUSE MAIN	1,780.000	LF	80.6	143,468.00
4790	12" BELL RESTRAINTS	51.000	EA	352.78	17,991.78
4800	12" MJ GATE VALVE	7.000	EA	4616.23	32,313.61

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4810	8" MJ GATE VALVE	1.000	EA	2552.64	2,552.64	Item #6.
4820	6" MJ GATE VALVE	2.000	EA	1618.65	3,237.30	
4830	SET VALVE BOX	10.000	EA	442.18	4,421.80	
4840	12" BFP	1.000	EA	39873.93	39,873.93	
4850	FLUSHING HYD	3.000	EA	2544.4	7,633.20	
4860	2" IRRIGATION SERVICE	2.000	EA	1382.19	2,764.38	
4870	12" CASE (B) CROSSING	1.000	EA	7720.35	7,720.35	
4880	12" MJ 90 BEND	1.000	EA	1155.93	1,155.93	
4890	12" MJ 45 BEND	20.000	EA	1072.83	21,456.60	
4900	12"X12" MJ TEE	3.000	EA	1733.12	5,199.36	
4910	12"X8" MJ TEE	1.000	EA	1481.92	1,481.92	
4920	12"X6" MJ TEE	2.000	EA	1379.76	2,759.52	
4930	12"X8" MJ REDUCER	1.000	EA	950.84	950.84	
4940	12"X2" TAP CAP	3.000	EA	552.26	1,656.78	
4950	PUNCH OUT REUSE MAIN	1,780.000	LF	2.69	4,788.20	
	** REUSE PEARCE *8				\$311,180.54	
4970	SURVEY LAYOUT WM	2,280.000	LF	2.07	4,719.60	
4980	AS-BUILT WM	2,280.000	LF	2.06	4,696.80	
4990	PRESSURE TEST	2,280.000	LF	1.35	3,078.00	
5000	12" DR-18 WATER MAIN	2,280.000	LF	80.6	183,768.00	
5040	12" BELL RESTRAINTS	50.000	EA	352.82	17,641.00	
5050	12" MJ GATE VALVE	3.000	EA	4616.23	13,848.69	
5060	SET VALVE BOX	3.000	EA	442.25	1,326.75	
5070	FLUSHING HYDRANT	1.000	EA	2682.42	2,682.42	
5080	SAMPLE POINT	3.000	EA	356.57	1,069.71	
5090	ARV AND MANHOLE	1.000	EA	5423.79	5,423.79	
5100	12" CASE (B) CROSSING	4.000	EA	7720.35	30,881.40	
5110	12" MJ 90 BEND	2.000	EA	1157.2	2,314.40	
5120	12" MJ 45 BEND	3.000	EA	1072.57	3,217.71	
5130	12" MJ 22.5 BEND	2.000	EA	1021.93	2,043.86	
5140	12" MJ 11.25 BEND	1.000	EA	999.96	999.96	
5150	12"X12" MJ TEE	2.000	EA	1733.12	3,466.24	
5160	PUNCH OUT WATER MAIN	2,280.000	LF	2.69	6,133.20	
	** WATERMAIN CUL DE SAC **				\$287,311.53	
5300	SILT FENCE	19,590.000	LF	1.94	38,004.60	
5310	STAKED TURBIDITY BARRIER	540.000	LF	10.32	5,572.80	
5320	INLET PROTECTION	62.000	EA	469.56	29,112.72	

5330	MAINT. OF EROSION CTRL.	19,590.000	LF	1.34	26,250.6
	** EROSION				\$98,940.72
5400	SWPPP	1.000	LS	25800	25,800.00
	** SWPPP **				\$25,800.00
5500	BOND	1.000	LS	128193.75	128,193.75
	** BOND **				\$128,193.75
	Bid Total				\$14,265,928.13

Item #6.

OLD PRICE 14998724.05

CHANGE \$732,795.92



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 1, 2023

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council ratification of the submittal of an application to the Florida Department of Environmental Protection (FDEP) Water Quality Protection Grant, for Phase III of the Harbor Road Wastewater Treatment Facility (HRWWTF) expansion which includes a force main from Lift Station #2 to the HRWWTF and the “mothballing” of the South WWTF in the amount of \$6 million dollars.

BACKGROUND

The FDEP has opened grant opportunities for water quality improvement projects in Florida. This is a separate program from that of the State Revolving Fund (SRF) which the city has used to finance / receive grants for the HRWWTF and other projects to improve its water and wastewater facilities.

Since the current Phase II construction of the HRWWTF is a year behind schedule it has impacted the implementation of the Wastewater Capital Improvement Program (CIP) schedule which is needed to properly manage the growth of the system (Rookery,

This project is also imperative to complying with the Surface Water Discharge Elimination Act (Senate Bill 64) by bringing the south service territory waste to HRWWTF to be converted to reclaimed water and distributed to the area where reclaimed water customers exist.

FISCAL IMPACT

Estimated Fiscal Impact will be 3,000,000.00 factoring in a potential 50% grant funding. Submitting for the program does not automatically commit the utility to completing the project. All efforts (grants, etc.) will be taken to minimize financial impact

RECOMMENDATION

Ratify the submittal of an application to the Florida Department of Environmental Protection (FDEP) Water Quality Protection Grant, for Phase III of the Harbor Road Wastewater Treatment Facility (HRWWTF) expansion which includes a force main from Lift Station #2 to the HRWWTF and the “mothballing” of the South WWTF in the amount of \$6 million dollars.

From: Florida DEP Protecting Florida Together Funding <DEPwebsitemail@dep.state.fl.us>
Sent: Wednesday, July 12, 2023 7:19 AM
To: Scott Schultz
Subject: Submittal Confirmation - Water Quality Improvements Grant Proposal

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

Thank you for submitting a project for consideration under the Florida DEP Protecting Florida Together website. Our project team is evaluating your submittal. In the event your submittal is identified to move to the next stage of consideration, our staff will be in touch with you. You can always check our [grants page](#) for final project selections.

Submitted on Wed, 07/12/2023 - 06:08

Submitted by: Anonymous

Submitted values are:

Get Started

Applicant Email

sschultz@greencovesprings.com

Project Details

Contact Name

Scott Schultz

Address

321 Walnut Street

City

Green Cove Springs

State

Florida

Zip

32043

Phone

(904) 219-7540

Email

sschultz@greencovesprings.com

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Entity/Sponsor Name

City of Green Cove Springs

Project Title

South Wastewater Treatment Plant Decommissioning

Project Description

The City of Green Cove Springs has two wastewater treatment facilities (WWTF) - Harbor Road WWTF and South WWTF. The city is nearing completion of a new advanced WWTF at the Harbor Road location. The improvements also include updated reclaimed water distribution facilities. The purpose of the project is to pump all sewage currently treated at the South WWTF to Harbor Road WWTF to enhance treatment, reduce surface water discharges, contribute to the reclaimed water system.

Project Location

Enter the county and/or counties in which the project is located.

Clay

Please select the project location on the map below

Project Location Latitude

29.98240106291862

Project Location Longitude

-81.66749261004944

Is the project benefiting a waterbody not attaining nutrient or nutrient-related water quality standards, including an area with a total maximum daily load (TMDL)?

Yes

What is the name of the waterbody not attaining standards that this project benefits?

st. Johns River

Is this project located within a basin management action plan (BMAP) area, a reasonable assurance plan area adopted by final order (RAP), an accepted alternative restoration plan area?

Yes, a BMAP

What BMAP area is the project located in?

Lower St. Johns River Basin Main Stem

Is the project identified in the BMAP Statewide Annual Report?

No

Is this project located within a [Rural Area of Opportunity](#)?

No

Project Benefits

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Project Benefits

Enhance the current level of wastewater treatment. Eliminate a facility that has random failures of acute toxicity testing. Reduce discharges to surface waters. Reduce withdrawals from the Floridan Aquifer.

Total Nitrogen reductions (lbs/year)

3000

Total Phosphorus reductions (lbs/year)

2000

Water made available within 2 years of project completion (MGD)

1

Storage created upon project completion (MG)

1

If the project has benefits beyond water quality and/or water quantity, please explain.

Transferring the flow from the South WWTF to the Harbor Road WWTF will eliminate a discharge to the fresh water portion of the St. Johns River, is imperative to compliance with the Surface Water Discharge Elimination Act (SB #64), will reduce / eliminate withdrawals from the Floridan Aquifer, will enhance the treatment level of any current or future discharges to surface waters.

Funding Requests

Is this a new project or a new phase of an existing project?

New Project

Has there been previous state funds, including state grants utilizing state ARPA funds, committed to this project, or a phase of this project?

No

Anticipated grant funds needed

\$ 3.00

Local funds and/or match commitment

\$ 3.00

Total project cost

\$ 6.00

Cost Effectiveness

Note: in the funding section above, the "boxes" are \$3 million, \$3 million, \$6 million.

This project is already designed and permitted. Enhancements to the lift station that will pump the waste from the South WWTF to the Harbor Road WWTF are already completed. In essence, it is "shovel ready".

Proposed Project Readiness to Proceed

Proposed start date
10/01/2023

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Estimated end date
03/31/2024

Is this project already permitted?
Yes

Is this project already designed?
Yes

Does this project have approval from a city council, county board or other governing board to move forward?
Yes

Identify the parties responsible for operating and maintaining the proposed project and affirmatively state that there is a legal or other commitment to do so.

The City of Green Cove Springs has been operating utilities for over 100 years and is fully committed to operating and maintaining this project and has the full support of it's governing body (City Council). In the last five years the city has committed over \$25 million to enhance and improve its wastewater and reclaimed water systems - a significant undertaking for a relatively small community.

Project Specific Information

Is there a public outreach component to the project?
Yes

Please describe. Include key messages and target audience.

The city has already began conversations with customers about converting their current irrigation source from the Floridan Aquifer to reclaimed water. not all customers are enamored with this process. In addition, significant public outreach has and will take place as to the cost of improving the public health, reducing withdrawals from the aquifer and protecting the water quality of the St. Johns River and its tributaries.

Is this a septic-to-sewer project?
No

Is this a wastewater treatment facility repair, enhancement, expansion or construction?
Yes

This is a:
Enhancement

What is being proposed for enhancement?

Reducing (ultimately eliminating) surface water discharges to a fresh water section of the St. Johns River, increasing reclaimed water availability and utilization, reducing withdrawals from the Floridan Aquifer, enhancing current treatment levels, treating the waste in an advanced facility with modern operational and monitoring capabilities.

What is the facility ID?
FL 0030210

What was this facility's annual average Total Nitrogen (mg/L) last year?
9

What was this facility's annual average Total Phosphorus (mg/L) last year?

4

Underground Injection

0%

Land Application Slow-rate Restricted Public Access

0%

Land Application Public Access Reuse

0%

Land Application Rapid Rate Infiltration Basin (RIB)

0%

Land Application Surface Water Augmentation

0%

Groundwater Recharge - wetlands

0%

Groundwater Recharge – underground injection

0%

Groundwater Recharge - Rapid-rate land application

0%

Groundwater Recharge – Salinity barriers

0%

Surface Water discharge

100%

Surface water discharge - wetlands

0%

Industrial Reuse

0%

Land application

0%

Current permitted disposal method percentage - validation value

100

Would this project change the disposal method above?

Yes

How?

The waste will be transferred to a facility with an active reclaimed water system and customers

Following any proposed treatment upgrades, what will be this facility's estimated average effluent concentration

Total Nitrogen (mg/L)?

3

Following any proposed treatment upgrades, what will be this facility's estimated average effluent concentrations of

Total Phosphorus (mg/L)?

1

Does the project accommodate and consider growth?

Yes

To what year in the future was growth evaluated?

2030

Will any existing surface water discharge be eliminated due to this project as proposed?

Yes

How much (in mgd)?

0.250

Please describe how the project will improve surface or groundwater quality.

This project is integral to the city's compliance with the Surface Water Discharge elimination Act. Current flow at the South WWTF is 0.25 MGD. Growth in the area is expected to increase significantly upon completion of the First Coast Expressway which will bring in interstate level highway to the area.

Is this a reuse or collection system repair, expansion or construction?

Yes, reuse system

Is this reuse project associated with the reduction or elimination of surface water discharges?

Yes

What is the total capacity of reuse being proposed?

Currently 0.25 MGD

What is the total estimated flow of reuse being proposed within the first 2 years following completion of construction?

0.25 MGD

What amount of surface water discharge will be eliminated due to this project as proposed?

0.25 MGD

Does this project include upgrading conventional onsite sewage treatment and disposal systems to advanced nutrient-reducing system or other equivalent wastewater system that can reduce nitrogen by 65%?

Yes

Is the advanced, nutrient-reducing system approved by the department as capable of meeting or exceeding a 50% total nitrogen reduction before disposal of wastewater in the drainfield, or at least 65% total nitrogen reduction combined from onsite sewage tank or tanks and drainfield or other wastewater system that can reduce total nitrogen by 65%?

Yes. This will be achieved by transferring the waste to a new Advanced Nutrient Removal WWTF.

How many OSTDS systems will be upgraded?

0

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Will the applicant be replacing the systems on behalf of homeowners?

No

Will the applicant be using grant funds to offer a grant program to eligible homeowners to install individual enhanced, nutrient-reducing OSTDS?

No

What type of system is being proposed for installation?

Nitrogen-reducing aerobic treatment units (ATU)

Who will be responsible for continued operations and maintenance?

There is no elimination of OSTDS in this project. The form would not let me move forward without placing something in the "boxes"

Is this a stormwater improvement project?

No

Is this a cooperative agricultural regional water quality improvement element in a BMAP?

No

Is this a BMAP project that has water quality benefits not captured by the above five project types (septic-to-sewer, wastewater enhancements, OSTDS upgrades, stormwater improvement, or cooperative agricultural regional project)?

Yes

Please describe how the project removes nutrients.

This will be achieved by transferring the waste to a new Advanced Nutrient Removal WWTF.

Acknowledge and Submit

Yes

Yes



Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** August 1, 2023
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of the Fourth Addendum to the Interlocal agreement between the City and Clay County Utility Authority, providing temporary capacity at the South Wastewater Treatment Facility in the approximate amount of 40,000 gallons per day.
Scott Schultz

BACKGROUND

CCUA has received a request for wastewater capacity in the approximate amount of 40,000 gallons per day from the Batton Lakes RV Park. CCUA is in the process of expanding capacity in their system to handle this additional flow, but it will not be available until late 2023 / early 2024. CCUA has requested to reserve capacity at the city's south WWTF until such time that their facilities are complete.

FISCAL IMPACT

CCUA will be charged at our shared bulk rate for wastewater treatment.

RECOMMENDATION

Approve the Fourth Addendum to the Interlocal Agreement between the City and Clay County Utility Authority

**FOURTH ADDENDUM TO THAT CERTAIN
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GREEN COVE SPRINGS, FLORIDA AND
THE CLAY COUNTY UTILITY AUTHORITY**

THIS FOURTH ADDENDUM to that certain Interlocal Agreement by and between the City of Green Cove Springs, Florida a municipal corporation, whose address is 321 Walnut Street, Green Cove Springs, Florida 32043 (City) and the Clay County Utility Authority, whose address is 3176 Old Jennings Road, Middleburg, Florida 32068-3907 (Authority) is made and entered into as of the date shown below for the last signatory hereof.

W I T N E S S E T H

WHEREAS, on March 17, 1998, the City of Green Cove Springs, Florida (City) and the Clay County Utility Authority (Authority) entered into an Interlocal Agreement relative to the provision by the City of bulk water and wastewater utility capacity to the Authority so as to enable the Authority to provide service to customers within its service area for which it did not, at the time, have the requisite plant capacity to provide such service on its own. A copy of said Interlocal Agreement is attached hereto and incorporated herein by specific reference; and

WHEREAS, on August 7, 2018, the parties entered into a First Addendum to said Interlocal Agreement relative to rates and charges to be paid by the Authority to the City for such services. A copy of said First Addendum is attached hereto and incorporated herein by specific reference; and

WHEREAS, on May 2, 2021 the parties entered into the Second Addendum to said Interlocal Agreement whereas the City agrees to make temporary water and wastewater treatment plant capacity available to the Authority by which it may provide retail service to the Rookery (formerly Ayrshire) Project on a temporary basis until such time as the Authority has treatment plant capacity of its own to service such Project, at which time the Authority will cease

taking interim treatment capacity from the City and provide such capacity to the said Ayrshire Project on a permanent basis.

WHEREAS, on October 18, 2022, the City and Authority entered into the Third Addendum to the Interlocal Agreement, revising the limits of the water and sewer service territory as certain parcels inside the Authority's service territory were only practical for the city to serve.

WHEREAS, in reviewing a request for wastewater treatment services from Batton Lakes RV Park, it was determined that the Authority did not have wastewater services in the area, but the City has additional capacity available at its South Wastewater Treatment Facility.

NOW, THEREFORE, for and in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. The City, pursuant to the terms and conditions of the Interlocal Agreement and the First Addendum, Second Addendum and Third Addendum thereto referenced hereinabove, agrees to make temporary wastewater treatment plant capacity in the approximate amount of forty-thousand gallons per day (40,000 GPD) through 2025 available to the Authority by which it may provide retail service to the Batton Lakes RV Park Project on a temporary basis until such time as the Authority has treatment plant capacity of its own to service such Project, at which time the Authority will cease taking interim treatment capacity from the City and provide such capacity to the said Batton Lakes RV Park..

DONE AND EXECUTED on the dates indicated below in Clay County, Florida.

CITY OF GREEN COVE SPRINGS,
a municipal corporation of the State of Florida.

Date: _____

By: _____
Constance W. Butler, Mayor

Attest:

Erin West, Clerk

APPROVED AS TO FORM:

James Arnold, III
City Attorney

CLAY COUNTY UTILITY AUTHORITY

Date: _____

By: _____
Wendell Davis
Chairman

Attest:

Janice Loudermilk
Clerk

APPROVED AS TO FORM:

Grady H. Williams, Jr., Esq.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** August 1, 2023
FROM: Mike Null
SUBJECT: City Council approval of Grant Agreement with Florida Department of Emergency Management (FDEM), Contract # H1007, in the grant amount of \$138,490.96, for a new generator at City Hall, and authorization of the Mayor to execute same. *Mike Null*

BACKGROUND

The generator at City Hall was installed when the building was constructed in 2004. The generator only provides standby power for limited areas and systems within City Hall. In the event of an extended outage due to hurricanes or similar significant electric system damage, this would not be adequate to fully maintain all City Hall functions.

City Staff applied for a grant under a special HMGP COVID funding cycle in December 2021. The City was notified of award in May 2023 and received the grant agreement in July 2023. The agreement is attached for approval by Council.

FISCAL IMPACT

This project is budgeted at \$150,000, with a 90% share from FEMA. The City match is budgeted in the approved FY23 CIP budget, and carried forward in the proposed FY24 CIP budget.

RECOMMENDATION

Approve Grant Agreement with Florida Department of Emergency Management (FDEM), Contract # H1007, in the grant amount of \$138,490.96, for a new generator at City Hall, and authorize the Mayor to execute same.

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Green Cove Springs
PROJECT #:	4486-101-R
PROJECT TITLE:	City of Green Cove Springs, City Hall, Generator
CONTRACT #:	H1007
MODIFICATION #:	NA

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mike Null Assistant City Manager 321 Walnut Street Green Cove Springs, Florida 32043

Enclosed is your copy of the proposed contract/modification between **City of Green Cove Springs** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed & Dated Electronic Copy by Official Representative
<input type="checkbox"/>	Copy of the organization’s resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3122 or email me at Rashida.Francis@em.myflorida.com.

Agreement Number: H1007
Project Number: 4486-101-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	<u>City of Green Cove Springs</u>
Sub-Recipient’s unique entity identifier (UEI/FEIN):	<u>L851HJSZL5J5 / 59-6000328</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4486-FL</u>
Federal Award Date:	<u>April 13, 2023</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through January 31, 2026</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$138,490.96</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$138,490.96</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$138,490.96</u>
Federal award project description (see FFATA):	<u>Generator</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Rashida.Francis@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Green Cove Springs, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests

payment.

b. The Division's Grant Manager for this Agreement is:

Rashida Francis
 Project Manager
 Bureau of Mitigation
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399
 Telephone: (850) 328-3122
 Email: Rashida.Francis@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
 Community Program Manager
 Bureau of Mitigation
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399
 Telephone: 850-815-4503
 Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Mike Null
 Assistant City Manager
 321 Walnut Street
 Green Cove Springs, Florida 32043
 Telephone: (904) 297-7098
 Email: mnull@greencovesprings.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$138,490.96**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF GREEN COVE SPRINGS

By: _____

Name and Title: _____

Date: _____

FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**Catalog of Federal Domestic Assistance title and number: **97.039**Award amount: **\$138,490.96**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the City Hall Building, in Green Cove Springs, Clay County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-101-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Green Cove Springs, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the City Hall Building located at 321 Walnut Street, Green Cove Springs, Florida 32043. Coordinates: (29.992912, -81.678848).

The HMGP project shall provide protection by purchasing and installing a permanent diesel generator with a capacity of 225 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process, to appropriately support the critical utility. The project also includes the installation of a new Automatic Transfer Switch (ATS). This City Hall Building provides critical services such as utility customer service, information technology (IT), building department and city administration that are critical in the event of a storm. The project shall allow the County to maintain the City Hall operational during future power outages.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- g) Proof of compliance with Project Conditions and Requirements contained herein.

- h) Verification letter or documentation of compliance that unusable equipment, debris, and materials were handled, managed, and disposed of in an approved manner and location.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the City Hall Building, Green Cove Springs, Florida 32043, by installing a permanent diesel 225 kW generator.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 5) Unusable equipment, debris, and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during the implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials, and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.
- 9) Special Condition required on implementation of project:
 - a) **RCRA Condition:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, subrecipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Resource

Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) **Monitoring Required: No**

This is FEMA project number **4486-101-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on April 13, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	3 Months
Permitting:	3 Months
Construction / Installation:	12 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	33 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$100,000.00	\$90,000.00	\$10,000.00
Labor:	\$49,500.00	\$44,550.00	\$4,950.00
Fees:	\$500.00	\$450.00	\$50.00
Initial Agreement Amount:	\$150,000.00	\$135,000.00	\$15,000.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$150,000.00	\$135,000.00	\$15,000.00
****SRMC			
SRMC:	\$3,490.96	\$3,490.96	
SRMC Total:	\$3,490.96	\$3,490.96	

*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

*** **This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$3,490.96 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$135,000.00	(90.00%)
Non-Federal Share:	\$15,000.00	(10.00%)
Total Project Cost:	\$150,000.00	(100.00%)
SRMC (100% Federal)	\$3,490.96	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
- (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Green Cove Springs

REMIT ADDRESS: 321 Walnut Street

CITY: Green Cove Springs STATE: FL ZIP CODE: 32043

PROJECT TYPE: Generator PROJECT #: 4486-101-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1007

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90%	Obligated Local Non-Federal 10%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	_____ DIVISION DIRECTOR
APPROVED FOR PAYMENT \$ _____	_____ DATE

**Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Green Cove Springs PAYMENT #: _____
 PROJECT TYPE: Generator PROJECT #: 4486-101-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1007

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF GREEN COVE SPRINGS

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.
PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Green Cove Springs PROJECT #: 4486-101-R
 PROJECT TYPE: Generator CONTRACT #: H1007
 PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? Yes No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<i>Estimated Project Completion Date:</i>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: No Action Required, OR

Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Green Cove Springs
Sub-Recipient's Name

H1007
DEM Contract Number

4486-101-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4486-101-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 138,490.96

OBLIGATION/ACTION DATE: April 13, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: L851HJSZL5J5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the City Hall Building located at 321 Walnut Street, Green Cove Springs, Florida 32043. Coordinates: (29.992912, -81.678848).

The HMGP project shall provide protection by purchasing and installing a permanent diesel generator with a capacity of 225 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process, to appropriately support the critical utility. The project also includes the installation of a new Automatic Transfer Switch (ATS). This City Hall Building provides critical services such as utility customer service, information technology (IT), building department and city administration that are critical in the event of a storm. The project shall allow the County to maintain the City Hall operational during future power outages.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment I

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes No

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated

using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular City Council Meeting **MEETING DATE:** August 1, 2023
FROM: Andy Yeager, Electric Superintendent
SUBJECT: City Council approval to pay invoice to Southern Switch and Contacts in the Amended amount of amount of \$83,523.00 to provide maintenance and repairs of Chapman Substation Transformer #1. **Andy Yeager**

BACKGROUND

Chapman Substation Transformer number 1 and 2 is having issues in the LTC compartment and we took them offline until we can get an inspection and maintenance done to keep from having a failure and causing more damage to the transformer. At the May 16, 2023, Council meeting, City Council authorized a PO in the amount of \$28,654 to have the two units inspected and maintained. Transformer #1 had extensive damage in the Load Tap Changer (LTC) compartment that required considerable replacement and repair of components. The total amount for Transformer #1 was \$83,523.00. These repairs were necessary to place the transformer back into operation and it was not practical to bid this out and Southern Switch had already invested a considerable amount of time and money into diagnosing the problems.

FISCAL IMPACT

Funds are available in the Electric Dept operating budget.

RECOMMENDATION

Approve payment of invoice to Southern Switch and Contacts in the Amended amount of amount of \$83,523.00 to provide maintenance and repairs of Chapman Substation Transformer #1.



QUOTE

DATE

May 4, 2023

EXPIRATION DATE

June 3, 2023

Southern Switch & Contacts
 855 Virginia Ave.
 Palm Harbor, FL 34683
 727-789-0951
 todd@southernswitch.com

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

Southern Switch & Contacts is please to submit this proposal for services to The City of Green Cove Springs

To perform inspection, repair, and maintenance on a McGraw 550CS LTC, Southern Switch & Contacts will perform the work for **\$14,327 per LTC**

Scope of Base Services:

- Mobilize to site and ground equipment
- Drain LTC oil into clean tote
- Investigate operational issue; if gearbox is seized SS&C will provide a fully refurbished gearbox for **\$2,500**
- Inspect contacts, if contacts require replacement SS&C can provide the components and perform the replacement on a T&M basis
- Operate and adjust LTC as required
- Provide & install new door seal gasket
- Filter oil and refill LTC
- Perform full transformer testing to include: overall power factor, bushing power factor, winding resistance, TTR, core ground resistance, SFRA
- Remove all debris and demobilize
- Provide written reports

Add Option: \$4,525 per LTC

- Provide new transformer oil to replace existing LTC oil

Quote Qualifiers:

- Site access delays over two hours will be charged at an hourly rate of \$500 per hour
- Southern Switch & Contacts to provide all equipment necessary to perform the scope of work safely & efficiently
- It is assumed that work can be completed in one mobilization, working on one LTC at a time

Southern Switch & Contacts

855 Virginia Ave
 Palm Harbor, FL 34683
 727-789-0951
 todd@southernswitch.com
 http://www.southernswitch.com

BILL TO
City of Green Cove Springs City of Green Cove Springs 321 Walnut St. Green Cove Springs, FL 32043

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2856	06/19/2023	\$83,523.00	07/19/2023	Net 30	

PURCHASE ORDER #
 2725124

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	LTC#1 Inspection & Maintenance	1	10,327.00	10,327.00
	Transformer #1 full Doble Testing	1	4,000.00	4,000.00
	LTC#1 gearbox refurbishment	1	2,500.00	2,500.00
	Replacement contacts: 6 Main moving 50 Main stationary 3 Reversing moving 2 Reversing stationary	1	16,850.00	16,850.00
	Fabricate replacement components: Repaired main moving board and shaft = \$300 New moving board and shaft= \$500 New drive shaft ball= \$250	1	750.00	750.00
	Replacement oil	1	4,525.00	4,525.00
	Additional labor to identify damage, remove components, replace damaged components, and confirm all replaced items operate correctly. 4 person crew for 3 additional weeks	1	35,000.00	35,000.00
	Rental Equipment: Lull Manlift	1	9,117.00	9,117.00
	Replacement shaft seal	1	164.00	164.00
	Replacement Relays	1	290.00	290.00

SUBTOTAL
TAX
TOTAL
BALANCE DUE

Item #10. 0

0.00

83,523.00

\$83,523.00

CITY OF GREEN COVE SPRINGS CITY COUNCIL SPECIAL SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, MAY 16, 2023 – 5:15 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag – **Mayor Johnson**

Roll Call

COUNCIL MEMBERS PRESENT: Mayor Matt Johnson, Vice Mayor Connie Butler, Council Member Ed Gaw (via Teams), Council Member Steven Kelley, Council Member Thomas Smith

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

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

COUNCIL BUSINESS

1. City Council discussion and direction regarding modification to schedule and budget for current general fund CIP projects. **Mike Null**
Assistant City Manager Mike Null updates the Council on the projects.
City Manager Steve Kennedy speaks concerning funding and the cost of projects.
Council discussion followed concerning timelines and funding sources.
Van Royal speaks about the architecture supporting the stormwater and increasing the fees to help cover deficit in the general fund CIP. Mr. Royal also speaks about bonding the projects.
Mr. Kennedy speaks more concerning funding and asks Finance Director, Dorothy Abbott to speak on fund balances.
Ms. Abbott speaks concerning fund balances and the funding of projects. Currently there are no issues with the fund balances.
2. City Council discussion and direction regarding modification to schedule and budget for current stormwater fund CIP projects and stormwater fees for the FY 24 budget cycle. **Mike Null**
Assistant City Manager Mike Null updates the Council on the stormwater projects.
Council discussion followed concerning stormwater fees and projects.
City Manager Steve Kennedy speaks about other sources of funding and advises can be decreased in the future if the need is there.
Van Royal speaks about construction costs and interest rates.
Mr. Null speaks about the stormwater fees.
Council discussion followed concerning the stormwater fees.
Mr. Royal speaks in favor of an increase in the stormwater fees.
Council directs staff to input 25 in the first reading of the ordinance for the stormwater fees.
3. City Council discussion and direction regarding Solid Waste rates for the FY 24 budget cycle. **Mike Null**
Assistant City Manager Mike Null updates the Council on the projects.
Council discussion followed concerning the projects.

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 6:51 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Daniel M. Johnson, Mayor

Attest:

Erin West, City Clerk

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION - AMENDED AGENDA



321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, MAY 16, 2023 – 7:00 PM

MINUTES

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

Roll Call

COUNCIL MEMBERS PRESENT: Mayor Matt Johnson, Vice Mayor Connie Butler, Council Member Ed Gaw via Teams, Council Member Steven Kelley, Council Member Thomas Smith

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

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

1. Felicia Hampshire 508 Franklin St. GCS updates the Council on activities being held at the Augusta Savage Center. Ms. Hampshire thanks the Council and advises some summer activities are being planned. Soul Food Festival is October 7, 2023.

AWARDS & RECOGNITION

1. Proclamation - National Safe Boating Week
Mayor Johnson reads the proclamation and presents it to members of the U.S. Coast Guard Auxiliary.
2. Proclamation - Mental Health Awareness Month
Council Member Smith reads the proclamation and presents it to the Executive Director of NAMI Jax

AWARDS & RECOGNITION

3. Swearing-In Ceremony for three (3) year terms of office for Edward R. Gaw for Seat 1, and Daniel M. Johnson for Seat 2. **County Judge Raymond Forbess Jr.**
City Attorney Arnold introduces County Judge Raymond Forbess Jr.
Judge Forbess proceeded to swear into office for a 3-year term, Edward R. Gaw for Seat 1, and Daniel M. Johnson for Seat 2.
4. City Council election of a Mayor and Vice Mayor to serve from May 16, 2023 to May 21, 2024. **Erin West**
Motion to elect Vice Mayor Butler as Mayor.
Motion made by Council Member Smith, Seconded by Council Member Kelley.
Voting Yea: Mayor Johnson, Vice Mayor Butler, Council Member Gaw, Council Member Kelley, Council Member Smith

Motion to elect Council Member Kelley as Vice Mayor.

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

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

PRESENTATIONS

5. CAC Presentation: Proposed Revision of the Tree and Landscape Ordinance by Chris Gay
CAC Member Chris Gay presents to the Council the proposed revision of the tree and landscape ordinance.
Council discussion followed concerning the revisions.

PUBLIC HEARINGS

6. Resolution R-06-2023, the CRA Redevelopment Plan. *Michael Daniels*
Development Services Director, Michael Daniels presents on the CRA Redevelopment Plan.
Mayor Butler opens the public hearing.
Following no public comment, Mayor Butler closes the public hearing.

Motion to approve Resolution R-06-2023, CRA Redevelopment Plan.

Motion made by Vice Mayor Kelley, Seconded by Council Member Smith.

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

7. First Reading of Ordinance O-11-2023, Transportation Mobility Fee Ordinance. *Michael Daniels*
City Attorney Arnold reads the ordinance by title.
Development Services Director Michael Daniels presents on the ordinance.
Mayor Butler opens the public hearing.
Following no public comment, Mayor Butler closes the public hearing.
Council discussion followed concerning mobility fees.

Motion to approve the first reading of Ordinance O-11-2023 for form and legality regarding the City's Mobility Fee Ordinance.

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

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

8. Second Reading of Ordinance O-14-2023 property transfer from the City to DR Horton, Inc. / Rookery Investors, LLC related to the Rookery Development. *Michael Daniels*
City Attorney Arnold reads the ordinance by title.
Development Services Director Michael Daniels presents on the ordinance.
Mayor Butler opens the public hearing.
Following no public comment, Mayor Butler closes the public hearing.

Motion to approve on second and final reading Ordinance No. O-14-2023, regarding the property transfer of 21.3 acres from the City to DR Horton, Inc./Rookery Investments, LLC.

Motion made by Vice Mayor Kelley, Seconded by Council Member Smith.

Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Johnson, Council Member Smith

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.

Assistant City Manager, Mike Null pulled item 23.

Motion to approve Consent Agenda items 9 through 24 minus 23.

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

Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Johnson, Council Member Smith

9. City Council ratification of the purchase of overhead transformers for inventory and storm preparation from Gresco in the amount of \$57,730.00 and Sunbelt - Solomon in the amount of \$92,060.00 for a total amount of \$149,790.00. **Scott Schultz**
10. City Council approval of Amendment Number 2 to Contract # LC 2020-04 with Danella Construction for Directional Boring Services through January 20, 2024. **Mike Null**
11. City Council approval of funding in the amount of \$93,480.00 to Grimes Utilities Inc. for repairs to the 18” trunk sewer line on Clay Street. **Scott Schultz**
12. City Council approval to surplus the Information Technology items listed in Attachment “A” **Scott Schultz**
13. City Council approval purchase a John Deere Skid Steer from Dobbs Equipment / Beard Equipment, in the amount of \$77,503.00, through the Florida Sherriff’s Association Contract Number FSA20-VEH 18.0. **Scott Schultz**
14. City Council approval of Change Order #4 to EltonAlan, Inc. for construction of the Palmetto Trail Project in the additive amount of \$3,949.87 and two (2) days contract time. **Mike Null**
15. City Council approval of Pay Application #8 from EltonAlan, Inc. for construction of the Palmetto Trail Project in the amount of \$145,355.76 from the amended contract amount of \$1,546,336.05, leaving a balance of \$516,614.21. **Mike Null**
16. City Council approval of the 2024 ACL Docking Schedule. **Kimberly Thomas**
17. City Council approval of a Preliminary Plat and Improvement Plan for phase 1 of the Rookery Development for a portion of parcel #: 016515-008-00. **Michael Daniels**
18. City Council approval of the 3/7/2023 Regular Session Minutes. **Erin West**

19. City Council approval to issue a purchase order to Southern Switch and Contacts in the Amended amount of amount of \$83,523.00 to provide maintenance of Chapman Substation Transformer #1. **Andy Yeager**
20. City Council approval of the 2022 water quality Consumer Confidence Report and authorization to include in all customer bills for a single cycle in June / July, or use the new electronic distribution process (still under review). **Scott Schultz**
21. City Council approval of Contractor's Pay Request #19 for Williams Industrial Services, LLC, in the amount of \$419,615.61, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. In addition, upon completion by Mittauer staff, authorization for the mayor to sign the subsequent Disbursement Request which returns funds to the Wastewater CIP Budget.
22. City Council approval of the purchase of 500 MCM electric cable for inventory from Irby in the amount of \$31,299.00 (Line 2 on Irby Quote) for electric system inventory. **Scott Schultz**
23. City Council Approval of the West St project, Bid 2023-06, to EltonAlan, Inc. in the amount of \$2,176,936.00. **Steve Thomas**
Assistant City Manager, Mike Null speaks concerning the funding for this project.

Motion to approve Consent Agenda item 23.

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

Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Johnson, Council Member Smith

24. City Council approval of Pay Application #1, Thomas May Construction Company for Public Works Compound Phase II. **Steve Thomas**

COUNCIL BUSINESS

25. First Reading of Ordinance O-15-2023, the CRA Trust Fund. **Michael Daniels**
City Attorney Arnold reads the ordinance by title.
Development Service Director, Michael Daniels speaks on the ordinance.

Motion to approve first reading of Ordinance O-15-2023, CRA Trust Fund for form and legality.

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

Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Johnson, Council Member Smith

26. City Council approval of Nominees for Planning & Zoning Board Seats 1 and 2. **Michael Daniels**
Council Member Johnson appoints Josh Hobbs
Motion to approve appointment of Josh Hobbs to the Planning & Zoning Board.

Motion made by Council Member Johnson, Seconded by Council Member Smith.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Johnson, Council Member Smith

Council Member Gaw appoints Brian Cook

Motion to approve re-appointment of Brian Cook to the Planning & Zoning Board.

Motion made by Council Member Smith, Seconded by Council Member Johnson.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Johnson, Council Member Smith

27. Approval of Resolution R-08-2023 as authorized by City Ordinance No. O-14-2023 authorizing conveyance of City owned real property. *L.J. Arnold III*
City Attorney Arnold speaks and explains this item.

Motion to approve City Resolution R-08-2023.

Motion made by Council Member Smith, Seconded by Council Member Johnson.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Johnson, Council Member Smith

28. City Manager & City Attorney Reports / Correspondence

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

City Attorney Arnold advises he has been part of the FL Bar for over 50years.

Development Services Director, Michael Daniels speaks about the Form Based Code.

29. City Council Reports / Correspondence

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

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:55 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

Attest:

Erin West, City Clerk

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, JUNE 06, 2023 – 7:00 PM



MINUTES

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

Roll Call

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

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

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

1. Richard Knoff 1345 Blackmon Rd. GCS updates the Council on the antique fire truck restoration.
2. Glee Glisson 1087 Spring St. GCS congratulations to all City staff and volunteers on a great Memorial Day festival and Food Truck Friday. Ms. Glisson advises the Pickleball group would like to hold pickleball play days on August 18th, 19th, and 20th. The entry fee will be \$15 to \$20 in food items that will be given to the GCS Food Pantry.
3. Felicia Hampshire 508 Franklin St. GCS updates the Council on the field day event for kids to be held on July 13th. The CAC, VIA, Soul Food Festival, and Cheryl Starnes will collaborate on this event.

AWARDS & RECOGNITION

1. Recognition - Matt Johnson, Mayor - 2022 - 2023 - **Mayor Butler**
Mayor Butler speaks and presents a plaque to Council Member Johnson.

PRESENTATIONS

2. FMPA - June 2023 **Bob Page**
Mr. Bob Page presents the June FMPA report.

PUBLIC HEARINGS

3. First reading of Ordinance O-18-2023 which amends the residential solid waste monthly rates for City provided services from \$19.00 to \$19.95 monthly and for governmental, industrial commercial and the like noncontainerized services from \$25.75 to \$27.04 effective October 1, 2023. **Mike Null**
City Attorney Arnold reads Ordinance No. O-18-2023 by title.
Assistant City Manager, Mike Null speaks about the ordinance and fees.
Mayor Butler opens the public hearing.
Felicia Hampshire 508 Franklin St. GCS asks Mr. Null how much money this will be bring in.
Mr. Null advises the 5% will yield around \$38,000 which will offset the debit service payment

for a new recycle truck and bring the City closer to adding a new employee. Following no further public comment, Mayor Butler closes the public hearing. Council Member Gaw speaks about the frequency of the pickup. Advising others pickup once a week and GCS picks up twice a week.

Motion to approve Ordinance No. O-18-2023 as to form only on first reading.

Motion made by Council Member Johnson, Seconded by Council Member Smith.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Gaw, Council Member Johnson, Council Member Smith

4. First reading of Ordinance No. O-19-2023 which increases the base charge and usage charge for the City Stormwater utility. **Mike Null**
City Attorney Arnold reads Ordinance No. O-19-2023 by title.
Assistant City Manager, Mike Null speaks about the ordinance and fees.
City Manager, Steve Kennedy speaks about funding and what the increase in fees will impact.
Mayor Butler opens the public hearing.
Robert Cook 434 Cove Ct. GCS speaks expresses concern and questions what the funding will be used for.
Mr. Kennedy advises the City does have a stormwater department and the funds he spoke about will be used to fix infrastructure.
Following no further public comment, Mayor Butler closes the public hearing.
Council discussion follows concerning the increase of the fee and the fixing of the infrastructure.
Mayor Butler reopens the public hearing.
Mr. Cook advises he doesn't see where citizens will have an issue with the increase as long as it is being used to fix the infrastructure. Mr. Cook questions being added to a utility bill instead of adding to the property tax.
Mr. Arnold advises it is normal to have it added to the tax roll and many municipalities do use the tax roll.
Jennifer Bennett 1267 Governor's Creek GCS asks about the clean water state revolving fund.
Mr. Null advises the City does investigate funding from other sources and currently the City is using that source to help fund a wastewater treatment project.

Motion to approve on first reading Ordinance No. O-19-2023 which increases the base charge to \$6.00 per base fee and usage charge to \$25 per esu per month.

Motion made by Vice Mayor Kelley, Seconded by Council Member Johnson.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Gaw, Council Member Johnson, Council Member Smith

5. Second and Final Reading of Ordinance O-11-2023, Transportation Mobility Fee Ordinance. **Michael Daniels**
City Attorney Arnold reads Ordinance No. O-11-2023 by title.
Development Services Director, Michael Daniels presents on the ordinance.
Mayor Butler opens the public hearing.
Following no public comment, Mayor Butler closes the public hearing.
Council discussion followed concerning the ordinance.

Motion to approve on final reading of Ordinance O-11-2023 regarding the City's Mobility Fee Ordinance.

Motion made by Council Member Johnson, Seconded by Council Member Smith.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Gaw, Council Member Johnson, Council Member Smith

6. Second and final reading of Ordinance O-15-2023, the CRA Trust Fund. **Michael Daniels** City Attorney Arnold reads Ordinance No. O-15-2023 by title.
Development Services Director, Michael Daniels speaks on the ordinance.
Mayor Butler opens the public hearing.
Following no public comment, Mayor Butler closes the public hearing.

Motion to approve final reading of Ordinance O-15-2023, CRA Trust Fund.

Motion made by Vice Mayor Kelley, Seconded by Council Member Smith.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Gaw, Council Member Johnson, Council Member Smith

7. Second and final reading of Ordinance O-17-2023 for parcel # 016450-001-01 for approximately 1.33 acres located on the northwest corner of US Highway 17 and SR 16 requesting a Zoning Amendment From: Residential High Density, R-3 To: C-2, General Commercial
City Attorney Arnold reads Ordinance No. O-17-2023 by title.
Development Services Director, Michael Daniels presents on the ordinance.
Mayor Butler opens the public hearing.
Following no public comment, Mayor Butler closes the public hearing.
Mark Shelton with Kimley Horn Associates speaks concerning the ordinance and project.
Council discussion followed concerning the project.

Motion to approve on first reading of Ordinance O-17-2023 for form and legality, to amend the zoning of the property described therein from Residential High Density, R-3 to C-2, General Commercial.

Motion made by Council Member Johnson, Seconded by Vice Mayor Kelley.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Gaw, Council Member Johnson, Council Member Smith

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.

Council Member Gaw pulled items 11, 12, and 15.

Motion to approve Consent Agenda items 7 through 15 minus 11, 12, and 15.

Motion made by Council Member Smith, Seconded by Council Member Johnson.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Gaw, Council Member Johnson, Council Member Smith

8. City Council approval of Contract Modification #3 for Williams Industrial Services, LLC, in the amount of \$22,880.66, for the Florida Department of Environmental Protection (FDEP), State

Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. **Scott Schultz**

9. City Council approval of Emergency Home Energy Assistance Program (EHEAP) Vendor Payment Agreement with Northeast Florida Community Action Agency, Inc (NFCAA). **Erin West**
10. City Council approval to purchase Overhead Wire Pulling Equipment from Sherman & Reilly for \$238,379.01. we are purchasing this equipment on a piggyback contract form City of Tallahassee. **Andy Yeager**
11. City Council approval of submittal to FDEP the updated (adding Reynolds Improvements) Drinking Water Request for Inclusion (RFI) for design services for Magnolia Point Reclaimed Water System & Reynolds Water System Improvements, the Water Facilities Plan for Magnolia Point Reclaimed Water System & Reynolds Water System Improvements, the Drinking Water Business Plan and the Drinking Water Facility Plan Review Checklist. **Scott Schultz**
Council Member Gaw asks Assistant Water Utilities Director, Scott Schultz to explain this process.
Mr. Schultz speaks and explains this project and the funding that has been applied for. This project is being prompted by Senate Bill 64.
Council discussion followed.
Motion to approve Consent Agenda items 11, 12, and 15.
Motion made by Council Member Johnson, Seconded by Vice Mayor Kelley.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Gaw, Council Member Johnson, Council Member Smith
12. City Council approval of Resolution R-09-2023 approving the Water Facilities Plan which includes the addition of Magnolia Point Reclaimed Water System. **Scott Schultz**
Motion to approve Consent Agenda items 11, 12, and 15.
Motion made by Council Member Johnson, Seconded by Vice Mayor Kelley.
Voting Yea: Mayor Butler, Vice Mayor Kelley, Council Member Gaw, Council Member Johnson, Council Member Smith
13. City Council approval of the 3/21/2023 and 4/4/2023 Regular Session Minutes. **Erin West**
14. City Council approval to hire Davey Tree to use a Mechanical tree trimmer and mulcher to trim ride-of ways for the price of \$43,086.60. **Andy Yeager**
15. City Council Approval to withdraw award of the West St project, Bid 2023-06, to EltonAlan, Inc. and reject all bids. **Mike Null**
Council Member Gaw asks Assistant City Manager, Mike Null to explain.
Mr. Null advises a sub-contractor pulled out causing the contractor to find another sub-contractor which caused the project to increase around \$300,000.

Motion to approve Consent Agenda items 11, 12, and 15.

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

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

COUNCIL BUSINESS

16. Approve Dedication of Ownership by City of that certain alley described generally as the east 16.0 feet of Lot 2, Block 4, City of Green Cove Springs, Clay County, Florida, according to plat thereof recorded in plat book 2, page 1, of the public records of said county (hereinafter "Alley"). *L. J. Arnold III*

City Attorney Arnold explains the item and process being taken.

Motion to approve the execution and recordation of the "Dedication of Ownership" to ensure the City has total control and ownership of the Alley with an expenditure not to exceed \$1000 for taxes.

Motion made by Council Member Smith, Seconded by Vice Mayor Kelley.

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

17. Award of Bid RFP LC No 2023-05 for the completion of a Downtown Form Based Code. *Michael Daniels*

Development Services Director, Michael Daniels speaks concerning the Form Based Code bid.

Motion to approve the award of Bid LC 2023-05 to Inspire Placemaking Collective, Inc.

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

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

18. City Manager & City Attorney Reports / Correspondence

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

City Manager, Steve Kennedy speaks about the Council authorizing the City to use Dorothy Abbott for financial services during the budget process. An agreement would need to be authorized.

Emergency Motion to approve the City Manager to begin negotiations with Dorothy Abbott to continue in an advisory roll during the budget process.

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

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

19. City Council Reports / Correspondence

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

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:27 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

Constance W. Butler, Mayor

Attest:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** August 1, 2023

FROM: Mike Null, Assistant City Manager

SUBJECT: Approval of Change Order #5 to EltonAlan, Inc. for construction of the Palmetto Trail Project in the additive amount of \$2,261.00 and fifteen (15) days contract time. *Mike Null*

BACKGROUND

At the July 5, 2022, Council awarded Bid # 2022-02, construction of the Palmetto Trail Project to EltonAlan, Inc. in the award amount of \$1,544,374.81. This is a Local Area Project (LAP) project funded through an agreement with FDOT for the construction phase of project 43677-1-38-02, to construct a trail along Palmetto Ave from Oak St to Harbor Road and along MLK Jr. Blvd from Palmetto Ave to Vera Francis Hall Park. The FDOT construction budget is \$1,611,250.00. Staff will be managing the project and FDOT will be funding the pay requests on a reimbursable basis.

Pay Applications #1 through 7 have been approved on this project.

At the December 13, 2022 Council Meeting, Council approved Change Order #1 in the amount of \$633.19 for one driveway that was not shown on the plans and some additional sidewalk on US 17 at Governors Creek, and 12 days. This increased the contract amount to \$1,545,008.00.

At the March 21, 2023 Council Meeting, Council approved Change Order #2 in the amount of \$1,328.05 for modification of an existing driveway that was not called out in the plans. This increased the contract amount to \$1,546,366.05.

At the May 2, 2023 Council Meeting, Council approved Change Order #3 in the amount of \$1,375.00 for extra cutting of concrete curb with the addition of three contract days.

At the May 16, 2023 Council Meeting, Council approved Change Order #4 in the amount of \$3,949.87 for the addition of two concrete driveways that were not shown in the plans as well as flowable fill for backfill of stormwater structures near AC water lines.

Attached for consideration in this action item is Change Order #5. This change order adds fifteen (15) days to the contract duration. It also adds \$2,261.00 for additional asphalt work at MLK and Palmetto as well as curb painting at Walnut St and Palmer St. Approval of this change order will increase the contract amount to \$1,553,921.92. FDOT has agreed to fund this additional work. Staff is seeking Council approval of this item as submitted.

FISCAL IMPACT

This project is funded by a FDOT LAP agreement on a reimbursable basis.

RECOMMENDATION

Approve Change Order #5 to EltonAlan, Inc. for construction of the Palmetto Trail Project in the additive amount of \$2,261.00 and fifteen (15) days contract time.

District Two Local Agency Change Order Request

Change Order Number 5

Financial Project Number: 435677-1-58-01

Contract Number: G2390

Project Description: Palmetto Avenue Sidewalk

Local Agency: City of Green Cove Springs

Contractor: Elton Alan

Original Contract Amount: \$1,544,374.81

Change in Contract Amount CO #1: \$633.19
Change in Contract Amount CO #2: \$1,328.05
Change in Contract Amount CO #3: \$1,375.00
Change in Contract Amount C.O.#4: \$3,949.87
Change in Contract Amount C.O.#5: \$2,261.00
Present Contract Amount: \$1,553,921.92

Original Contract Days: 296 days
Change in Contract Days-CO #1: Twelve (12) days
Change in Contract Days- CO #2: Twelve (12) days
Change in Contract Days- CO #3: Three (3) days
Change in Contract Days- CO #4: Two (2) days
Change in Contract Days- CO #5: Fifteen (15) days
Current Contract Days: 340 days
 Change due to Design Error or Omission Yes No X

Description of Changes:

1. Compensates the contractor for removing and replacing the asphalt curb radius at MLK and Washington.
2. Compensates the contractor to paint the curb islands at the post office and Walnut Street.
3. Adds 4 Non-Compensable Contract Days for the added work.
4. Adds 7 weather days and 4 Holidays.

Justification for Changes

1. During the installation of the new curb, there was a depression in the existing asphalt that would not allow for positive drainage. The existing asphalt and base had to be removed and replaced to eliminate the depression and provide positive drainage. By rebuilding the curb radius, it eliminated a safety concern of water standing in the roadway around the radius of the curb return.
2. This change is an added safety enhancement to call attention to drivers and pedestrians to prevent them from running into the curb islands at the ADA Ramps.
3. Adds the following Weather / Holidays Days from 4/22/23 to 7/13/23:
 - 7 Weather Days; 5/22, 5/23, 5/24, 5/26, 6/20, 6/23, 7/10
 - 4 Holidays; 5/27, 5/28, 5/29, 7/4

Resources/ Materials

Item No.	Item Description	Quantity	Unit Price	Total Additional Cost
	Demolition and New Asphalt MLK and Cypress	1 LS	\$1,711.00	\$1,711.00
	Island Nose Paint Yellow	1 LS	\$550.00	\$550.00

Estimated Total Change Cost	\$2,261.00
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Local Agency Representative

Date

District Two Program Administrator

Date

Contractor

Date



P.O. Box 130
 Bryceville, FL 32009
 dcmain27@gmail.com

Item #12.

Estimate

Date	Estimate #
7/12/2023	21699

Bill To:
ELTON ALAN GENERAL CONTRACTORS 3653 Regent Blvd #606 Jacksonville, Florida 32224

Project Name
C/O #1 - GREEN COVE SPRINGS

Contact	Terms
Tony	NET 15

Estimator
Tony / JMH

Qty	Description	Unit Cost	Total
	M & J STRIPING, INC. IS PROUD TO BE A J.S.E.B. / L.S.E.B. / W.B.E.		
	THIS IS A CHANGE ORDER ESTIMATE ONLY		
	30 SF Paint Yellow Curb (2 coats)		
	PAINT TOTAL	550.00	550.00
	ANY ITEM OR SERVICE NOT LISTED IN ABOVE DESCRIPTIONS IS DEEMED EXCLUDED.		

Total			\$550.00
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Belinda Lubben

From: Rogers, Kevin <Kevin.Rogers@dot.state.fl.us>
Sent: Thursday, July 27, 2023 3:35 PM
To: Kevin Wagner; Belinda Lubben
Cc: Lori Williams; Shaw, Brent; McGauley-Steinberg, Cheryl
Subject: FW: Request for Federal Participation, Change Order 5, Palmetto Ave., 435677-1-58-01, G2390
Attachments: Est_21699_from_M._J._STRIPING_INC._33940.pdf; MLK-Cypress Asphalt Quote.pdf; Change Order 5 435677-1-58-01 G2390.docx

Kevin,

Please see FHWA approval for change order 05 on the subject project below.

Thank you,

Kevin D. Rogers
D2 District Construction Services Manager
Florida Department of Transportation
District 2 Construction Office
1109 South Marion Avenue
Lake City, FL 32025
Office- 386-961-7416
Kevin.Rogers@dot.state.fl.us

From: Moseley, Douglas <Douglas.Moseley@dot.state.fl.us>
Sent: Thursday, July 27, 2023 3:16 PM
To: Rogers, Kevin <Kevin.Rogers@dot.state.fl.us>
Cc: Bordner, Jason <Jason.Bordner@dot.state.fl.us>; Shaw, Brent <Brent.Shaw@dot.state.fl.us>
Subject: FW: Request for Federal Participation, Change Order 5, Palmetto Ave., 435677-1-58-01, G2390

Kevin,

Concur with your recommendations below. Thanks for reminder and nice summary.

Full participation is granted \$2,261.00 and 7 weather days and 4 Holidays.

Doug Moseley, P.E.
District 2, Construction Engineer
Lake City Operations-Construction
(386) 961-7030 office
(386) 623-0601 mobile
Douglas.moseley@dot.state.fl.us

From: Rogers, Kevin
Sent: Wednesday, July 26, 2023 10:18 AM
To: Moseley, Douglas <Douglas.Moseley@dot.state.fl.us>
Cc: Bordner, Jason <Jason.Bordner@dot.state.fl.us>; Shaw, Brent <Brent.Shaw@dot.state.fl.us>
Subject: FW: Request for Federal Participation, Change Order 5, Palmetto Ave., 435677-1-58-01, G2390

Doug,

Please find change order 05 for the subject **LAP project** attached for your review for federal participation. Of note:

- Adjustments are being performed at the actual invoice price (see attached)
- There is no re-work, , delay, premium costs, or inefficiencies associated with this change
- The changes are Value Added adjustments needed to make the project functionally operational.
- All of this work falls within the Project Limits and is consistent with the Original Scope.

The change order breakdown is as follows:

Summary:

1. Compensates the contractor for removing and replacing the asphalt curb radius at MLK and Washington.
2. Compensates the contractor to paint the curb islands at the post office and Walnut Street.
3. Adds 4 Non-Compensable Contract Days for the added work.
4. Adds 7 weather days and 4 Holidays.

Justification for the changes:

1. During the installation of the new curb, there was a depression in the existing asphalt that would not allow for positive drainage. The existing asphalt and base had to be removed and replaced to eliminate the depression and provide positive drainage. By rebuilding the curb radius, it eliminated a safety concern of water standing in the roadway around the radius of the curb return.
2. This change is an added safety enhancement to call attention to drivers and pedestrians to prevent them from running into the curb islands at the ADA Ramps.
3. Adds the following Weather / Holidays Days from 4/22/23 to 7/13/23:
 - 7 Weather Days; 5/22, 5/23, 5/24, 5/26, 6/20, 6/23, 7/10
 - 4 Holidays; 5/27, 5/28, 5/29, 7/4

Therefore the CCEI recommends **full participation** in the **\$2,261.00** and **7 weather days** and **4 Holidays**.

Thank you,

Kevin D. Rogers
D2 District Construction Services Manager
Florida Department of Transportation
District 2 Construction Office
1109 South Marion Avenue
Lake City, FL 32025
Office- 386-961-7416
Kevin.Rogers@dot.state.fl.us



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** August 1, 2023
FROM: Development Services Department
SUBJECT: Review of a Site Development Plan for the Knight Center located at 1201 Orange Avenue

PROPERTY DESCRIPTION

APPLICANT: Kelly Hartwig, Cypress Management and Design **OWNER:** Brian & Jennifer Knight

PROPERTY LOCATION: 1201 Orange Avenue

PARCEL NUMBER: 018-025-000-00

FILE NUMBER: SPL-23-004

CURRENT ZONING: Planned Unit Development

FUTURE LAND USE DESIGNATION: Mixed Use

SURROUNDING LAND USE

<p>NORTH: FLU: Mixed Use Z: C-2 Use: Shopping Center</p>	<p>SOUTH: FLU: Mixed Use Z: Gateway Corridor Commercial (GCC) Use: Fast Food Restaurant</p>
<p>EAST: FLU: Neighborhood Z: R-3 Multifamily High Density Use: Residential Condominiums</p>	<p>WEST: FLU: Neighborhood Z: R-1, Residential Single Family Use: Single Family Home</p>

BACKGROUND

Kelly Hartwig of Cypress Management and Design, acting as agent for the property owner, applied for Site Development approval for the subject property for the development of a three story office building. The site is 1.1 acres. The property was previously approved for the development of an O'Reilly's AutoParts Store in 2020. In December of 2000, the zoning for the property was changed to PUD and included the following development conditions:

1. An 8' masonry wall shall be provided adjacent to the residential property to the southwest.
2. A 10' landscape buffer shall be provided adjacent to the residential property to the southwest.
3. The driveway access point shall be no further than 150' from Orange Avenue.
4. The trash dumpster shall be a minimum of 50' from the residential property to the southwest.

PROPERTY DESCRIPTION

The property, 1201 N Orange Ave, is currently undeveloped. The property slopes from south to north with the high point being in the southeast corner of the site and low point in the northwest corner. It is sparsely wooded with a combination of oak, magnolia and cypress trees. The north property line abuts Governor's Creek. In December of 2000, the zoning for the property was changed to PUD and included the following development conditions:

1. An 8' masonry wall shall be provided adjacent to the residential property to the southwest.
2. A 10' landscape buffer shall be provided adjacent to the residential property to the southwest.
3. The driveway access point shall be no further than 150' from Orange Avenue.
4. The trash dumpster shall be a minimum of 50' from the residential property to the southwest.

DEVELOPMENT DESCRIPTION

The applicant has submitted a site development plan for a three-story office building totalling 14,000 square feet.

PARKING, LOADING, & STACKING

The plan shows 54 onsite parking spaces and 3 handicapped spaces. City code requires one parking space per 250 square feet of office space in addition to the required handicapped spaces which totals 56 parking spaces. Required handicapped spaces do not count as part of meeting the parking calculation as set forth in Sec. 113-157(e)(1). As a result, the plan needs to be revised to meet the parking requirements set forth in Code Section 113-157.

DRAINAGE RETENTION

A drainage retention plan has been provided showing a drainage retention . The applicant is required to secure a stormwater permit from the St Johns River Water Management District prior to moving forward with project development. In addition, the drainage retention plan has been submitted and approved by the City's consulting engineer's requirements prior to approval with the condition that building permit for the stormwater pond wall shall be reviewed by the consulting engineer to ensure the wall will withstand the outward pressure of the collected stormwater and will retain water without seepage. The drainage plan will be designed to ensure that no additional runoff is sent to adjacent properties.

TRAFFIC AND ACCESS

The plan shows one vehicular access point on Governors Street.

Pursuant to the Institute of transportation Engineers (ITE) Trip Generation Report 9th Edition, the total of number of new trips created by a 14,000 square foot office is 165 Daily Trips and 22 PM

and 23 AM Peak hour trips. These trip thresholds are below the requirements required for a traffic study.

UTILITY CONNECTIONS & SOLID WASTE

The new buildings will connect to City utilities – verification work orders cannot be completed at this stage. The utility plan (sheet 5) points shows location water and sewer connections. Electrical connections and transformer locations are still under review.

Solid Waste will be serviced by a commercial franchise. Dumpster location is note on the Utility Plan and is shown northeast corner of the site which is in compliance with the PUD requirement. The dumpster enclosure shall comply with screening requirements set forth in City Code Sec. 113-246(8).

All lighting shall be shielded and minimized impact on adjacent property pursuant to the standards set forth in the Illumination Society Engineers Society Lighting Handbook.

LANDSCAPE PLAN

All existing trees are intended to be removed is 91 inches of trees, per city code 56 inches of trees shall be required to be replaced in addition to the tree planting requirement. The perimeter tree planting requirement requires a total of 72” of trees to be planted and the total number of trees shown to planted onsite is 110” with 45 inches being preserved for a total of 115” which complies with the tree planting and preservation regarding.

Pursuant to the PUD requirements and City Code, an 8’ masonry wall shall be constructed at the western property line adjacent to the existing single-family residence. In addition a 10’ landscape buffer consisting of live oak, bald cypress and holly trees are provided adjacent to the residential property.

Attachments:

- 1. Deficiency Report
- 2. Site Plan
- 3. Stormwater Calculations
- 4. Application

STAFF RECOMMENDATION
<p>Staff recommends approval of the Knight Center Site Development Plan subject to meeting the parking requirements set forth in Sec. 113-157(d) for a professional office use.</p> <p>Recommended Motion:</p> <p style="padding-left: 40px;">Motion to approve the Knight Center Site Development Plan</p>



City of Green Cove Springs Site Plan Application

FOR OFFICE USE ONLY

Item #13.

P Z File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Review Type: SRDT P & Z CC

A. PROJECT

- Project Name: Knight Center
- Address of Subject Property: North Orange Ave
- Parcel ID Number(s): 38-06-26-018025-000-00
- Existing Use of Property: Old commercial
- Future Land Use Map Designation : Commercial
- Zoning Designation: Commercial
- Acreage: 1.1 acres

B. APPLICANT

- Applicant's Status Owner (title holder) Agent
- Name of Applicant(s) or Contact Person(s): Kelly Hartwig Title: Agent
Company (if applicable): Cypress management and Design
Mailing address: PO Box 8880
City: Fleming Island State: FL ZIP: 32006
Telephone: () 759-9576 FAX: () e-mail: _____

- If the applicant is agent for the property owner*:
Name of Owner (title holder): Oreilly auto- Property under contract to new owner
Company (if applicable): _____
Mailing address: _____
City: _____ State: _____ ZIP: _____
Telephone: () _____ FAX: () _____ e-mail: _____

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

C. ADDITIONAL INFORMATION

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

D. ATTACHMENTS (One copy reduced to no greater than 11 x 17, plus one copy in PDF format)

1. Site Plan and Survey including but not limited to:
 - a. Name, location, owner, and designer of the proposed development.
 - b. Vicinity map - indicating general location of the site and all abutting streets and properties.
 - d. Complete legal description.
 - e. Statement of Proposed Uses.
 - f. Location of the site in relation to adjacent properties, including the means of ingress and egress to such properties and any screening or buffers along adjacent properties.
 - g. Location of nearest fire hydrant, adjacent pedestrian sidewalks and bicycle paths.
 - h. Date, north arrow, and graphic scale (not to exceed one (1) inch equal to fifty (50) feet).
 - i. Area and dimensions of site.
 - j. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, and gutters.
 - k. Access and points of connection to utilities (electric, potable water, sanitary sewer, gas, etc.).
 - m. Location and dimensions of all existing and proposed parking areas, loading areas, curb cuts.
 - n. Location and size of any lakes, ponds, canals, or other waters and waterways.
 - o. Structures and major features – fully dimensioned – including setbacks, distances between structures, floor area, width of driveways, parking spaces, proposed surface materials of driveways and parking areas, property or lot lines, and floor area ratio.
 - p. Required buffers.
 - q. Location of existing trees, identifying any trees to be removed.
 - r. Landscaping plan depicting type, size, and design of landscaped areas, buffers, and tree mitigation calculations.
 - s. Percent of pervious surface.
 - t. Lighting plan.
 - u. Location, design, height, and orientation of signs.
 - v. Location of dumpsters and detail of dumpster enclosure.
 - w. For development consisting of Multi-family residential;
 - i. Tabulation of gross acreage.
 - ii. Tabulation of density.
 - iii. Number of dwelling units proposed.
 - iv. Location and percent of total open space and recreation areas.
 - v. Floor area of dwelling units.
 - vi. Number of proposed parking spaces.
 - vii. Street layout.
2. Stormwater management plan - including the following:
 - a. Existing contours at one (1) foot intervals.
 - b. Proposed finished floor elevation of each building site.
 - c. Existing and proposed stormwater management facilities with size and grades.
 - d. Proposed orderly disposal of surface water runoff.
 - e. Centerline elevations along adjacent streets.
3. Legal description with tax parcel number.
4. Warranty Deed or other proof of ownership.
5. Permit or Letter of Exemption from the St. Johns River Water Management District.

6. Fee.

a. Based on size of site:

- i. For sites <10,000 s.f. - \$500
- ii. For sites >10,000 s.f.- \$1,000 + \$20 per acre

b. All applications are subject 10% administrative fee and must pay the cost of any outside consultants' fees.

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

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

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

Kelly Hartwig
Signature of Applicant

Signature of Co-applicant

Kelly Hartwig
Typed or printed name and title of applicant

Typed or printed name of co-applicant

5/11/2023
Date

Date

State of FLORIDA County of CLAY

The foregoing application is acknowledged before me this 11 day of MAY, 2023 by KELLY W HARTWIG, who is/are personally known to me, or who has/have produced FLDL

as identification.
NOTARY SEAL

Maria Bryant
Signature of Notary Public, State of FLORIDA



**City of Green Cove Springs**

321 Walnut Street, Green Cove Springs, FL 32043 904-297-7500

APPLICATION DEFICIENCY NOTICE V2**DATE:** June 20, 2023**APPLICATION REFERENCE:** Cypress Management and Design, SPL-23-004 – Site Plan for Knight Center, Orange Avenue

Dear Applicant:

The items you submitted for the above-referenced permit have been reviewed by the City representatives responsible for approving different aspects of your application. Attached to this notice is a list of comments in response to the materials submitted.

Each of the items on the attached list requires responses and revised materials be created and resubmitted before any further action can be taken on this permit. A hold is placed on this application and the time it takes you to respond to this list of items is excluded in calculating permit processing timeframes. Once corrected and/or new materials are submitted, your permit processing timeframe will begin again.

A complete response to each of the items on the attached list is required to be submitted **at the same time**. As applicable, a complete response is required to include:

1. A written document addressing all of your responses (one paper copy).
2. New and/or updated technical reports (one paper copy).
3. New and/or corrected plans. Please note that revisions to previously submitted plans are required to be identified by clouding, must be noted in a revision list on the plan sheet(s), and are required to be incorporated into a full set of revised plans (one paper copy).
4. A transmittal that itemizes everything being resubmitted (one paper copy).
5. A copy of the entire resubmittal must be provided electronically (either on a thumb drive or uploaded via the permit portal).

Your response must be received by our department within 180 days of the date noted on this letter to avoid this application being withdrawn from consideration. Withdrawn applications must be resubmitted as new applications requiring repayment of all applicable fees and processing requirements.

Thank you for your anticipated cooperation in submitting the items requested by staff. We look forward to working with you as this application continues to be processed.

APPLICATION DEFICIENCY NOTICE V2

DATE: June 20, 2023

APPLICATION REFERENCE: Cypress Management and Design, SPL-23-004 – Site Plan for Knight Center, Orange Avenue

PLANNING DIVISION COMMENTS - contact Michael Daniels (mdaniels@greencovesprings.com)

- 1. All Lighting shall be shielded and minimized impact on adjacent property pursuant to the standards set forth in the Illumination Engineers Society Lighting Handbook. A Photometric plan shall be provided with the building permit.
- 2. Dumpster shall comply with design requirements set forth in Sec. 113-246(8). Provide note citing above code section on the plan.
- 3. Show all trees to be removed. Show only 27" of tree preservation. Only trees 12" or greater count for tree preservation, 91" of trees are shown to be removed.
- 4. For every 2 crape myrtles planted they count as 1-3" shade/canopy tree. 8 Crape Myrtles were planted so they count as 12", as a result, the total new tree inches planted should equal 86".
- 5. 56" of trees are required to be replaced, 24-3 perimeter shade trees are required, 104" were provided. An additional 24" of trees shall be provided onsite or in the City's tree bank pursuant to the City tree bank calculations set forth in Sec. 113-279.
- 6. Existing conditions shall delineate flood hazard areas and wetlands of the site and comply with Chapter 121 Article III Floodplain Management and Environmentally Sensitive regulations. Provide a note on the plan that flood way areas zoned AE shall remain free of encroachment.

FIRE COMMENTS - contact Sandra Boike (sandra.boike@claycountygov.com)

Fire #8 Dock. All docks/ Marinas shall comply with NFPA 303. Separate permit required. Permit will be on condition of site plan approval. 6-16-2023 Dock still illustrated on the plans. Remove dock from plans if not part of this project.

Fire #9 Show the location of the Fire Department Connection. FDC shall be no further away from the fire hydrant than 100ft NFPA 1141:8.1.3

STORMWATER COMMENTS- contact Charles Sohm (csohm@toci.com)

- 1. Demonstrate the stormwater pond wall will withstand the outward pressure of the collected storm water and will retain water without seepage.
- 2. Provide drainage calculations demonstrating the pond has sufficient treatment volume and will perform adequately.
- 3. Demonstrate the ground downstream of the retention pond will not become saturated, liquify, and fail with stormwater from the upstream pond.
- 4. Note the pre-development runoff curve number is 57 but is listed as "good condition grass comb.". Per TR-55 table 2-2c, that value should be 32. This will affect the calculations for pre-runoff.
- 5. Note the BMP-trains pre-condition land use is "low-intensity commercial" which doesn't match the pre-development conditions in the stormwater calculations.
- 6. Because of these, an approved permit from the SJRWMD before construction approval.
- 7. Awaiting structural design submittal for pond wall and downslope soil

ELECTRIC COMMENTS – contact Steve Tye (stye@greencovesprings.com)

**New service meter center can be located on west side of building at south corner, with the new UG Transformer in that area.

New Electric Service Process and Info:

The Customer will provide and/or install the following per Green Cove Springs Electric (GCSE) Approved Design and Spec:

-
- 1) Customer to provide a complete set of final design plans for new development, for Green Cove Springs Electric to mark up with electric system design to be built by contractor.
 - 2) Customer to provide and install 2-4 Schedule 40 PVC conduits for Three Phase Services. Or 2-2 Schedule 40 PVC conduits for Single Phase Services. From the new point of service at New Riser Pole or UG Cabinet, to the new UG Padmount Transformer Pad location as located by Green Cove Springs Electric.
 - 3) Customer to provide and install the Three Phase Transformer Pad for Three Phase services. Customer to install the single-phase pad, provided by Green Cove Springs Electric, for Single Phase Services.
 - 4) Customer to provide and install all secondary conduit and conductor from the new UG transformer to the building service.
 - 5) If using CTs in transformer, install Meter Pedestal and CT Meter Can. *NOTE: Meter Pedestal and CT Meter Can provided by Green Cove Springs Electric.
 - 6) Customer to provide and install the 1 Schedule 40 PVC conduit for the potential wires, from CT Meter Can into transformer secondary side of the pad or CT Enclosure.
 - 7) If not, install CT Meter Can, and CT Enclosure on building. *Note: Only CT Meter Can Provided by Green Cove Springs Electric, CT Enclosure provided by customer. All other Meter Cans provided by the customer.
 - 8) If using, Customer to install Primary conduit to UG Switch/Fuse/Junction Cabinets Pad/Pit. Customer to install Green Cove Springs Electric provided Pad/Pit as located by Green Cove Springs Electric.
 - 9) There is an additional Customer in Aid Charge (CIAC) for the service, amount TBD when we have all the final design/service info.

Green Cove Springs Electric will provide and install the following after receiving the CIAC Payment:

-
- 1) Primary Conductor from New Riser Pole or UG Cabinet to the New UG Transformer Pad location and make up all primary connections. *Note: See #1 and #2 above.
 - 2) UG Padmount Transformer and make up all primary connections. *Note: See #3 above.
 - 3) Make Up all Secondary Conductors in Transformer. *Note: See #4 above.
 - 4) CTs in UG transformer or Customer installed CT Enclosure, CT Meter, and CT meter potential wires from CTs to Meter. *NOTE: See #5, #6 and #7 above.
 - 5) UG Switch/Fuse Cabinets. Make up all primary connections. *Note: See #8 above.

Parcel # 018 025.000-0

Item #13.

ORDINANCE NO. O-12-2000

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, REZONING PROPERTY SPECIFICALLY IDENTIFIED IN ATTACHMENT "A"; LOCATED ON GOVERNORS STREET, GREEN COVE SPRINGS, FLORIDA, FROM R-1, SINGLE FAMILY RESIDENTIAL AND C-2, GENERAL COMMERCIAL TO PUD, PLANNED UNIT DEVELOPMENT TO APPROVE THE DEVELOPMENT AS PROVIDED FOR SPECIFICALLY IN ATTACHMENT "B"; PROVIDING FOR SEVERABILITY; REPEALER; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the property described below is currently designated as R-1, Single Family Residential and C-2, General Commercial on the Zoning Map of the City; and,

WHEREAS, the City has received a request to amend the Zoning Map to designate the property as a PUD, Planned Unit Development.

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

SECTION 1. The Zoning Map of the City shall be amended to designate the property specifically described in Attachment "A" as a Planned Unit Development (PUD) as provided for specifically in Attachment "B";

SECTION 2. Severability. The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

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

SECTION 4. Effective date. This ordinance shall become effective as allowed by law.

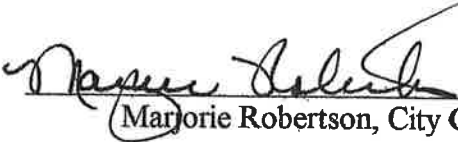
INTRODUCED on the first reading by the City Council of Green Cove Springs, Florida, this

5th day of December, 2000.

CITY OF GREEN COVE SPRINGS, FLORIDA

By: Jerry K. Williams
Jerry K. Williams, Mayor


ATTEST:



Marjorie Robertson, City Clerk

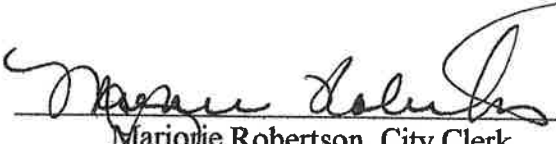
PASSED ON SECOND AND FINAL READING by the City Council of Green Cove Springs, Florida, this 16th day of January ~~2000~~ 2001.

CITY OF GREEN COVE SPRINGS, FLORIDA

By: 

Jerry K. Williams, Mayor

ATTEST:



Marjorie Robertson, City Clerk

EXHIBIT "A"

A portion of Lot 1, Block 51, North Suburbs, Green Cove Springs, Clay County, Florida, described as:

Commence at the Northeast corner of said Lot 1; thence on the easterly line thereof and the westerly line of Governors Street run South 19 degrees 51 minutes West 100 feet to the P.O.B: Thence North 61 degrees 34 minutes West 294 feet more or less to the waters of Governor's Creek; thence Southerly along the waters of Governors Creek a distance of 100 feet to a point; thence Southeasterly 263 feet more or less to a point on the Westerly line of Governor's Street which is exactly 101.40 feet Southerly from the Point of Beginning; thence North 19 degrees 51 minutes East 101.40 feet to the Point of Beginning.

FILE NO. _____
OFFICIAL RECORDS NO. 1021
PAGE 457 RECORDS VERIFIED
JAN 20 2 10 PM '87
FILED AND INDEXED IN PUBLIC RECORDS
George H. ...
CLERK OF COUNTY COURT

87-01717



ATTACHMENT B

PLANNED UNIT DEVELOPMENT**Submittal**

This submittal for Planned Unit Development is intended to comply with Chapter 3.03.02A of the City of Green Cove Springs Land Development Regulations.

At the time of this application, there is no specific use of this property. A portion of this property is already zoned C-2, approximately 45,000 square feet and the southwesterly 50 feet of the property is zoned RPO, approximately 15,000 square feet.

Rather than apply for a Comprehensive Plan Amendment changing the Future Land Use Designation from CLI to CHI and rezoning the southwesterly portion of the property to C-2 which abuts residential property, the Applicant has chosen to submit a Planned Unit Development which would allow the City of Green Cove Springs to place certain safeguards in the use of the applicant's property so as to protect the adjacent residential properties. This would make the entire parcel, approximately 60,000 square feet, a PUD.

The applicant proposes the following conditions in the PUD Ordinance:

1. **USES:**

Any permitted use allowed in C-2. In the event the applicant would request a special use as allowed in the C-2 LDR classification, it would have to apply and go through the procedure set forth in the LDR's.

2. **BUFFER:**

Construct a solid masonry six foot wall along the southwesterly boundary of the property, which adjoins the residential property, for a length of 150 feet or to the jurisdictional land, whichever is less.

3. **LANDSCAPE BUFFER.**

Provide a 10 foot landscape buffer either natural or planted adjacent to the residential property.

4. **DRIVEWAY CUT.**

No driveway cut on Governor's Street shall be further than 150 feet from Orange Avenue, thereby assuring there would be no driveway cut or dumpsters closer than 50 feet to the adjacent residential property.

5. **JURISDICTIONAL LANDS.**

The applicant shall comply with all rules, regulations governing the protection of the jurisdictional lands.

6. **RULES AND REGULATIONS.**

The applicant shall abide by all other City of Green Cove Springs regulations governing the setback requirements, lot coverage and height restrictions in the City of Green Cove Spring's C-2 Land Development Regulation.

7. **SITE PLAN APPROVAL.**

Once the specific use of the site has been determined, the applicant must have the site plan approved by the City Council.

The benefits to the City for allowing this Planned Unit Development are as follows:

A. Permits a creative approach the development of land by using the PUD vehicle adequate protection can be provided to the adjacent residential land use.

B. Accomplish more desirable environment than would be possible through the strict application of the minimum requirements of this Code. By using PUD zoning the City can require the applicant to construct a six foot masonry wall, provide 10 foot landscape buffer rather than a 5 foot landscape buffer and govern driveway access on Governor's Street.

C. Enhance the appearance of the neighborhoods by removing an undesirable building in use to a more compatible use in a much more attractive building.

D. By developing new construction the site will be more stable and compatible with the surrounding residential area.

E. By improving the site through the use of a PUD Ordinance it will increase the property values of the property and have a less detrimental effect of the adjacent residential uses.

AMENDMENT TO ATTACHMENT "B" OF
ORD 0-12-2000
AMENDING SUBMITTAL FOR PLANNED UNIT DEVELOPMENT

The Applicant Riverline, Inc., by and through their undersigned attorney hereby amends paragraph 2 of Attachment "B" to Ordinance 0-12-2000 so that as amended reads as follows:

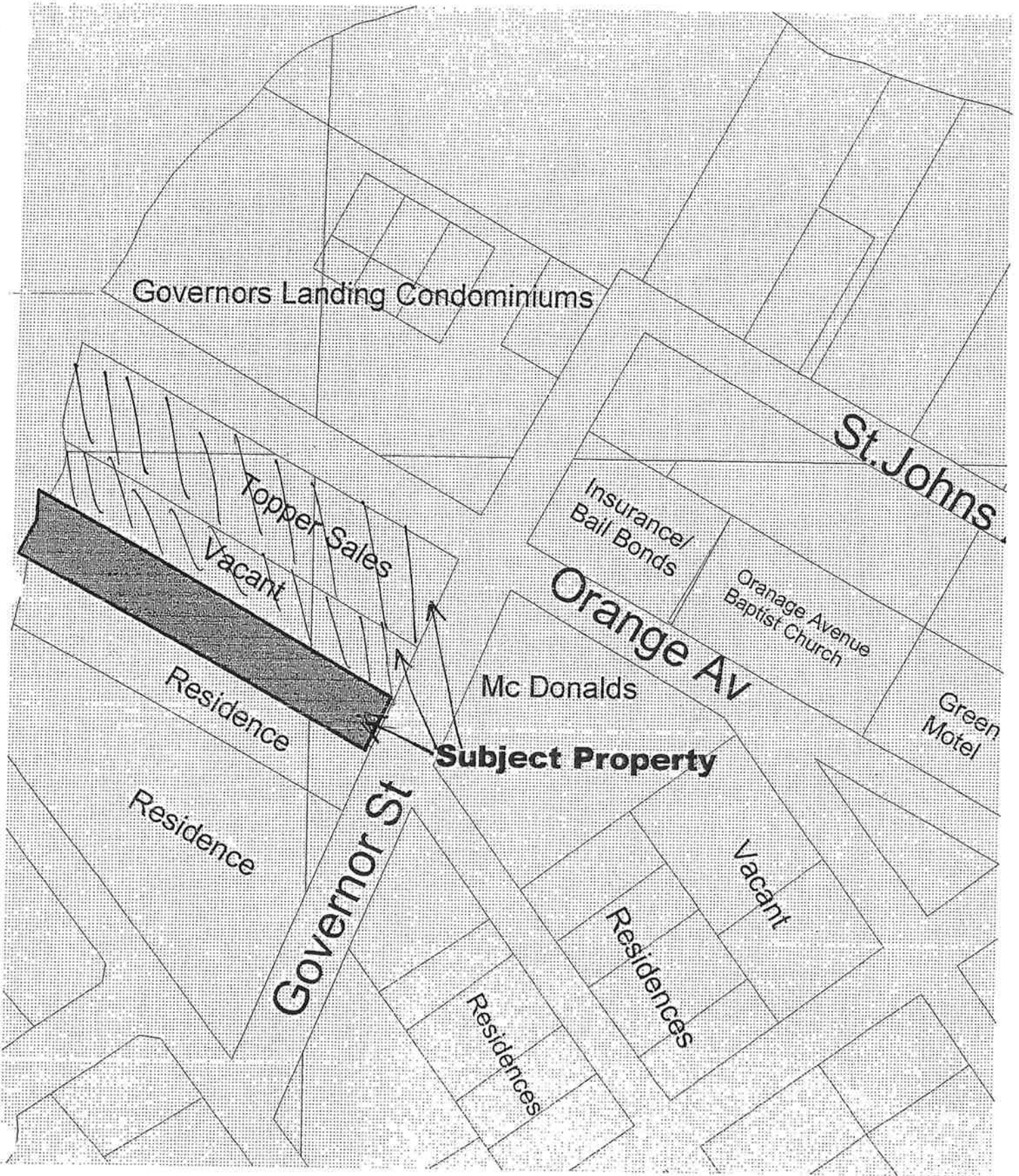
2. BUFFER:

Construct a solid masonry **eight** foot wall along the southwesterly boundary of the property, which adjoins the residential property, ~~for a length of 150 feet or to the jurisdictional land, whichever is less,~~ **and further agrees that the wall facing the adjacent residential property shall be stucco.**

Respectfully submitted,



JOHN KOPELOUSOS, Esquire
Post Office Box 562
Orange Park, FL 32067-0562
(904) 269-1111
Attorney for Riverline, Inc.



Sec. 102-167. - Permitted uses.

Item #13.

The following are permitted uses in the commercial high intensive (CHI), C-2 general commercial zoning category:

- (1) Any use permitted in the C-1 zoning category district;
- (2) The following retail and service establishments and any determined similarly like or type uses not specifically described below: appliance and automobile sales, service, repair and rentals, automobile parts store, bait and tackle shops, bakeries, bicycle sales and service, billiards, boat and motor sales and service, bowling alleys, building supplies and materials, cabinet shops, carpet outlets, ceramic sales and studios, clothing shops, curio shops, dance, music, gymnastic studios, decorating studios and shops, department stores, drug sales, dry cleaners, electrical shops, financial institutions (including drive-through facilities), fruit and vegetable sales (retail, no packing), furniture stores, game rooms, grocery store, hardware stores, health spas, licensed masseurs, heating and air conditioning sales and service, hotels, motels, janitorial supplies, laundries and laundromats, meat markets, medical supplies, mobile home sales and service, motorcycle sales and service, nurseries, optical shops, pawn shops, pet shops, pet grooming, pool supplies, printing shops, rentals, restaurants, shoe stores, shopping centers, skating rinks, sporting goods stores, sundries and notions shops, television and radio sales and service, television and radio studios (excluding transmission equipment), theaters, tire sales and service, toy stores, upholstery shops, utility building sales, veterinarian clinic (within enclosed building), wearing apparel shops, well drilling and pump service;
- (3) Parking lots and commercial parking garages.

(Ord. No. O-01-2000, § 3.02.02(II)(C)(2), 6-6-2000; Ord. No. O-08-2011, § 6, 12-6-2011)

GENERAL NOTES

- ALL WORK AND MATERIALS SHALL BE IN COMPLETE ACCORDANCE WITH ALL RELATIVE SECTIONS OF CITY STANDARDS, (LATEST REVISION) AND ALL CURRENT CITY STANDARD DETAILS.
- ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTORS BID.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUB-SURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS ALSO URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THE PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO CONSTRUCTION OF THE PROJECT.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EITHER CONDUCT ANY FIELD EXPLORATION OR ACQUIRE ANY GEOTECHNICAL ASSISTANCE REQUIRED TO ESTIMATE THE AMOUNT OF UNSUITABLE MATERIAL THAT WILL REQUIRE REMOVAL AND/OR TO ESTIMATE THE AMOUNT OF OFF SITE BORROW THAT WILL BE REQUIRED.
- ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER AND THE CITY FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY THE OWNER AND THE CITY.
- ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) UNITED STATES COAST AND GEODETIC SURVEY (U.S.C. & G.S.)
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE REQUIRED FOR THE PROJECT.
- THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN CITY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION AND REPAIR.
- "AS-BUILT" DRAWINGS - AS-BUILTS TO THE CITY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF "AS-BUILT" DRAWINGS IN ACCORDANCE WITH CURRENT CITY STANDARDS AND SPECIFICATIONS AND FDEP REGULATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROCESS THE "AS-BUILT" DRAWINGS FOR APPROVAL BY THE ENGINEER.
- THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRATOR SHALL NOTIFY THE ENGINEER AND OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.
- ALL CLEARING AND GRUBBING REQUIRED FOR ALL ROADWAY, UTILITIES, DITCHES, AND BERMS INCLUDED IN THIS PROJECT AND THE CLEARING AND GRUBBING OF ALL RIGHT-OF-WAY OR EASEMENTS SHALL BE CONSIDERED AS PART OF THE PROJECT.
- ALL AREAS SHOWN TO BE FILLED SHALL BE CLEARED AND GRUBBED IN ACCORDANCE WITH CITY STANDARDS AND SHALL BE FILLED WITH CLEAN STRUCTURAL FILL COMPACTED AND TESTED IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.
- CONTACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.
- ALL DEBRIS RESULTING FROM ALL SITE WORK ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR.
- ALL EXCESS SUITABLE AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER OR OWNER.
- ALL EXISTING TREES TO REMAIN SHALL BE PRESERVED AND PROTECTED.
- BURNING OF TREES, BRUSH, AND OTHER MATERIAL SHALL BE APPROVED, PERMITTED BY AND COORDINATED WITH THE CITY OF GREEN COVE SPRINGS CITY MANAGER.
- ROADWAY UNDERDRAINS SHALL BE AS REQUIRED ON THE PLANS OR AS MAY BE DETERMINED NECESSARY BE THE GEOTECHNICAL ENGINEER DURING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF HIGH GROUND WATER CONDITIONS ARE PRESENT DURING THE PREPARTION OF THE ROADWAY SUB-BASE.
- ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS NOTED OTHERWISE ON PLANS.
- THIS PROPERTY IS SITUATED IN FLOOD ZONE: X

UTILITY CONTRACTOR NOTES

- THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES AND IMPROVEMENTS SHOWN ON THE DRAWINGS IS BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN VERIFIED. THE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS COMMENCING ANY CONSTRUCTION. IF THE LOCATIONS SHOWN ARE CONTRARY TO THE ACTUAL LOCATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY. THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITIES AND IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR AND SHALL REPAIR OR PAY FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH HE SHALL CONNECT.

- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL MATERIALS TO THE ENGINEER FOR REVIEW AND APPROVAL, AND PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY PIPE, FITTINGS, APPURTENANCES OR STRUCTURES. 3. UNSUITABLE MATERIALS UNDER WATER, SEWER PIPE, STORM PIPE OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL, PROPERLY COMPACTED. 4. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT. 5. ALL WATER AND SEWER CONSTRUCTION WITHIN THE CITY SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

- ALL WATER LINES CROSSING SANITARY AND STORM SEWER LINES, AS WILL VALVES AND FITTINGS, MUST HAVE MINIMUM 18" VERTICAL SEPARATION. IF THIS CANNOT BE OBTAINED, THE WATER MAIN MUST BE CONSTRUCTED OF DUCTILE IRON PIPE FOR A DISTANCE OF 10' EITHER SIDE OF SANITARY OR STORM SEWER MAIN, OR INSTALL WATER MAIN IN D.I. SLEEVE MIN. LENGTH 20' CENTERED, ENDS OF SLEEVE TO BE GROUT FILLED, IN EITHER CASE, MINIMUM OF 6" OF VERTICAL SEPARATION SHALL BE MAINTAINED. 7. RESTRAINING JOINTS ARE REQUIRED IN ACCORDANCE WITH UTILITY STANDARDS WHERE WATER MAINS ARE TERMINATED AND AT ALL BENDS AND TEES. 8. UNLESS OTHERWISE NOTED, ALL WATER MAIN 2" OR SMALLER SHALL BE SCHEDULE 80 PVC AND N.F.S.P.W. RATED 9. THE CONTRACTOR SHALL OBTAIN ALL PERMITS TO COMPLETE THE CONSTRUCTION.

GENERAL PAVING AND DRAINAGE NOTES

- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED AS PER SPECIFICATIONS. ALL DISTURBED AREAS IN PUBLIC ROW SHALL BE SODDED.
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
- LOCATION, EXISTENCE OR NON-EXISTENCE OF ANY UTILITY DOES NOT CONSTITUTE RESPONSIBILITY BY THE ENGINEER.
- THE CONTRACTOR SHALL NOTIFY THE UTILITY OWNER PRIOR TO CONSTRUCTION FOR VERIFICATION AND LOCATION OF ANY UTILITY.
- GRADES SHOWN ON PLANS ARE FINISHED GRADES UNLESS OTHERWISE NOTED.
- SHOULD THE SURFACE OR SUB-SURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THESE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- ALL ELEVATIONS AND GRADES REFER TO NATIONAL GEODETIC SURVEY DATUM.
- CARE SHALL BE EXERCISED TO AVOID DAMAGE TO EXISTING ABOVE AND IN-GROUND UTILITIES INCLUDING TELEPHONE, WATER, CABLE, ELECTRIC AND SEWER LINES.
- CONTRACTOR SHALL PROVIDE DRAINAGE AS-BUILT DRAWINGS BY A REGISTERED SURVEYOR TO INCLUDE THE FOLLOWING:
A) SIDE GRADES B) PIPE INVERTS C) DRIVEWAY GRADES
- SOD ALL SIDE SLOPES GREATER THAN 4:1.
- INSTALL CONSTRUCTION SIGNS & EROSION CONTROL MEASURES PRIOR TO CONSTRUCTION.

GENERAL EROSION CONTROL NOTES:

- THESE PLANS INDICATE THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (F.D.E.P.) CHAPTER 6. THE CONTRACTOR SHALL PROVIDE EROSION PROTECTION AND TURBIDITY CONTROL AS REQUIRED TO INSURE CONFORMANCE TO STATE AND FEDERAL WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL CONTROLS TO CONFORM TO AGENCIES REQUIREMENTS. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS AND FINES.
- THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS AND SPECIFICATIONS AND THE FDEP SPECIFICATIONS.
- EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
- IF DEWATERING CAPACITY REQUIRES A CONSUMPTIVE USE PERMIT (C.U.P.) IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
- 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR WILL SUBMIT A "NOTICE OF INTENT" TO THE EPA IN ACCORDANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM RULES AND REGULATIONS, IF REQUIRED. EPA IN ACCORDANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM RULES AND REGULATIONS, IF REQUIRED.
- DURING CONSTRUCTION, ALL CONTRACTORS SHALL BE RESPONSIBLE FOR THE PREVENTION OF DOWNSTREAM/TURBIDITY/SILTATION THROUGH THE USE OF HAY BALES, SCREENS, SILTATION BASINS, CHEMICAL FLOCCULATION AND/OR ANY OTHER SUITABLE MEANS REQUIRED TO MEET FLORIDA STREAM STANDARDS. SEED AND MULCH ALL DISTURBED AREAS, SOD AS REQUIRED TO CONTROL EROSION THROUGH FINAL INSPECTION AND TO PRODUCE A UNIFORM STAND OF GRASS THROUGHOUT.

GENERAL AS-BUILT REQUIREMENTS

- FIVE DAYS BEFORE THE FINAL INSPECTION, 2 SETS OF SIGNED AND SEALED AS-BUILTS AND 1 ELECTRONIC COPY ARE TO BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. THEY FOLLOWING ARE THE GENERAL AS BUILT REQUIREMENTS:
2. AS-BUILTS SHALL BE SUBMITTED ON THE APPROVED GRADING/DRAINAGE PLAN PROVIDED BY THE ENGINEER OF RECORD FOR THE PROJECT.
3. ALL DRAINAGE STRUCTURES OUTSIDE OF THE ROADWAY SHALL BE LOCATED FROM BACK OF CURB AND THE PROPERTY LINE ADJACENT TO THE STRUCTURE.
4. ALL UNDERDRAIN AND STORM DRAIN LINES SHALL HAVE THE ELEVATIONS, SIZES, SLOPES, AND LENGTHS VERIFIED BOTH INSIDE AND OUTSIDE OF THE ROADWAY.
5. ALL PONDS SHALL BE CROSS-SECTIONED SHOWING THE BOTTOM, MID SLOPE, NORMAL WATER LINE AS DEPICTED BY EXISTING CONDITIONS AND TOP OF BANK.
6. ALL SWALES SHALL BE LOCATED AND CROSS-SECTIONED EVERY 25'. ELEVATIONS ARE TO BE BOTH TOP OF SLOPE AND CENTERLINE.
7. THE ROADWAY SHALL BE CROSS-SECTIONED EVERY 100' AND 50' ON ALL CURVES. THE CROSS SECTIONS SHALL INCLUDE ALL PC'S, PVI'S, PT'S AND CURB RETURNS.
8. ALL CUL-DE-SAC CURBING SHALL BE SURVEYED EVERY 25' AROUND STARTING AT THE BACK OF THE CUL-DE-SAC.
9. A BENCHMARK SHALL BE LOCATED ON EACH SHEET
10. AS-BUILTS SHALL BE SIGNED IN BY THE COMPANY DROPPING THEM OFF. IF REVISIONS ARE REQUIRED, THAT COMPANY WILL BE NOTIFIED TO PICK THEM UP FOR REVISION. ONCE REVISIONS HAVE BEEN MADE, THE DOCUMENTS SHALL BE SIGNED BACK IN.
11. SUBMIT ONE DIGITAL AS-BUILT AS A DGN OR DXF FILE (STANDARD DIGITAL EXCHANGE FORMAT AUTOCAD ETC.) IN CD OR DVD.
12. AS-BUILT MUST BE IN FLORIDA STATE PLANE COORDINATE SYSTEM USING THE NAD 83 DATUM AT A 1: 1 DRAWING SCALE IN US SURVEY FEET
PROJECTED COORDINATE SYSTEM: NAD_1983_STATEPLANE_FLORIDA_EAST_FIPS_9901_FEET
PROJECTION: TRANSVERSE_MERCATOR FALSE_EASTING: 656166.86686667 FALSE_NORTHING: 0.00000000
CENTRAL_MERIDIAN: -81.00000000 SCALE_FACTOR: 0.99994118
LATITUDE_OF_ORIGIN: 24.33333333 LINEAR_UNIT: FOOT_US (0.304801) GEOGRAPHIC_COORDINATE_SYSTEM: GCS_NORTH_AMERICAN_1983
DATUM: D_NORTH_AMERICAN_1983 PRIME_MERIDIAN: 0
STATE_PLANE_COORDINATES FOR AT LEAST TWO BOUNDARY CORNERS OF PROPOSED AS-BUILT DRAWING MUST BE SHOWN. THESE COORDINATES SHALL BE DERIVED FROM FIELD MEASUREMENTS IN CONFORMITY WITH F.S.CHAPTER 472 AND F.A.C. RULE 61G17-6.005(2) WHICH REFERENCES 61G17-6.003(1). FURTHER SUB-SECTIONS IN 61G17-6.003 WHICH APPLY ARE (L),(A),(B) AND (E). SURVEY ACCURATE COORDINATE DATA IS REQUIRED PREMISED UPON THE INTENDED USE (E RESOURCE GRADE DATA IS NOT ACCEPTABLE) THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES.
- ADJOINING/EXISTING STREETS MUST BE CLEARLY SHOWN AND LABELED.
- NO EXTERNAL REFERENCE FILES ATTACHED
- RECORDED SUBDIVISION NAME AS PER PLAT SHALL BE LABELED ON THE AS-BUILT.
- ALL STORM SEWERS, PONDS AND OUTFALL AND STRUCTURES ARE TO BE CLEARLY LABELED.
- THE ENGINEER WILL BE RESPONSIBLE FOR ANY ROTATION AND/OR TRANSLATION, BASE ON THE COORDINATE DATA SUBMITTED.

GENERAL FIRE DEPARTMENT REQUIREMENTS

Call Fire Prevention@ (904) 284-7703 at least Forty Eight hours in advance for all Inspections

Fire protection line shall be install with a license Fire Protection Contractor.

Fire department connection for fire sprinkler system shall not be located on the building and shall be 5' Storz Connection.

The Back Flow Preventor Shall Be Protected from Freezing Weather.

Fire Protection Line shall be installed as per NFPA 24.

All joints accessories to Fire Protection Line shall be thoroughly coated with an Asphalt or other Corrosion retarding material after installation NFPA 24- 10.3.6.2

Notify Fire Prevention for inspection after completion of assembly of Fire Protection Line in trench

Fire Protection Line installing Contractor shall have Contractors Material and Test Certificate(s) readily available after completion of Fire Protection Line Hydrostatic Test NFPA 24-10.10.2

Fire Prevention shall witness flushing of Fire Protection Line

Clearances of 7½ ft. in front of and to the sides of the fire hydrant and fire protection appliance, and with 4ft. to the rear of the hydrant and fire protection appliance.

Contact Fire Prevention Bureau for permit card.

JOB NO. : 23-004		DATE: 5/1/2023		DRAWN BY : Cdg		CHECKED BY : Cdg		APPROVED BY : Cdg		SCALE : NTS	
KNIGHT CENTER		1201 ORANGE AVE, GREEN COVE SPRINGS		CYPRUS MANAGEMENT AND DESIGN		GENERAL NOTES		BLACK CREEK ENGINEERING, INC		1735 HAGANS RIDGE COURT GREEN COVE SPRINGS, FLORIDA 32043 PHONE (904) 759-8830	
SHEET		2		NO.		REVISIONS		BY		DATE	
Item #13.		COLIN D. GROFF, P.E. REG. NO. 47609		AUTHORIZATION NO. 27946		NORTH AMERICAN 1983		STATE PLANE COORDINATES FOR AT LEAST TWO BOUNDARY CORNERS OF PROPOSED AS-BUILT DRAWING MUST BE SHOWN. THESE COORDINATES SHALL BE DERIVED FROM FIELD MEASUREMENTS IN CONFORMITY WITH F.S.CHAPTER 472 AND F.A.C. RULE 61G17-6.005(2) WHICH REFERENCES 61G17-6.003(1). FURTHER SUB-SECTIONS IN 61G17-6.003 WHICH APPLY ARE (L),(A),(B) AND (E). SURVEY ACCURATE COORDINATE DATA IS REQUIRED PREMISED UPON THE INTENDED USE (E RESOURCE GRADE DATA IS NOT ACCEPTABLE) THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES.		NORTH AMERICAN 1983	

NO.	REVISIONS	BY	DATE

BLACK CREEK ENGINEERING, INC.
1735 HAGANS RIDGE COURT
GREEN COVE SPRINGS, FLORIDA 32043
PHONE (904) 759-8830
AUTHORIZATION NO. 27946

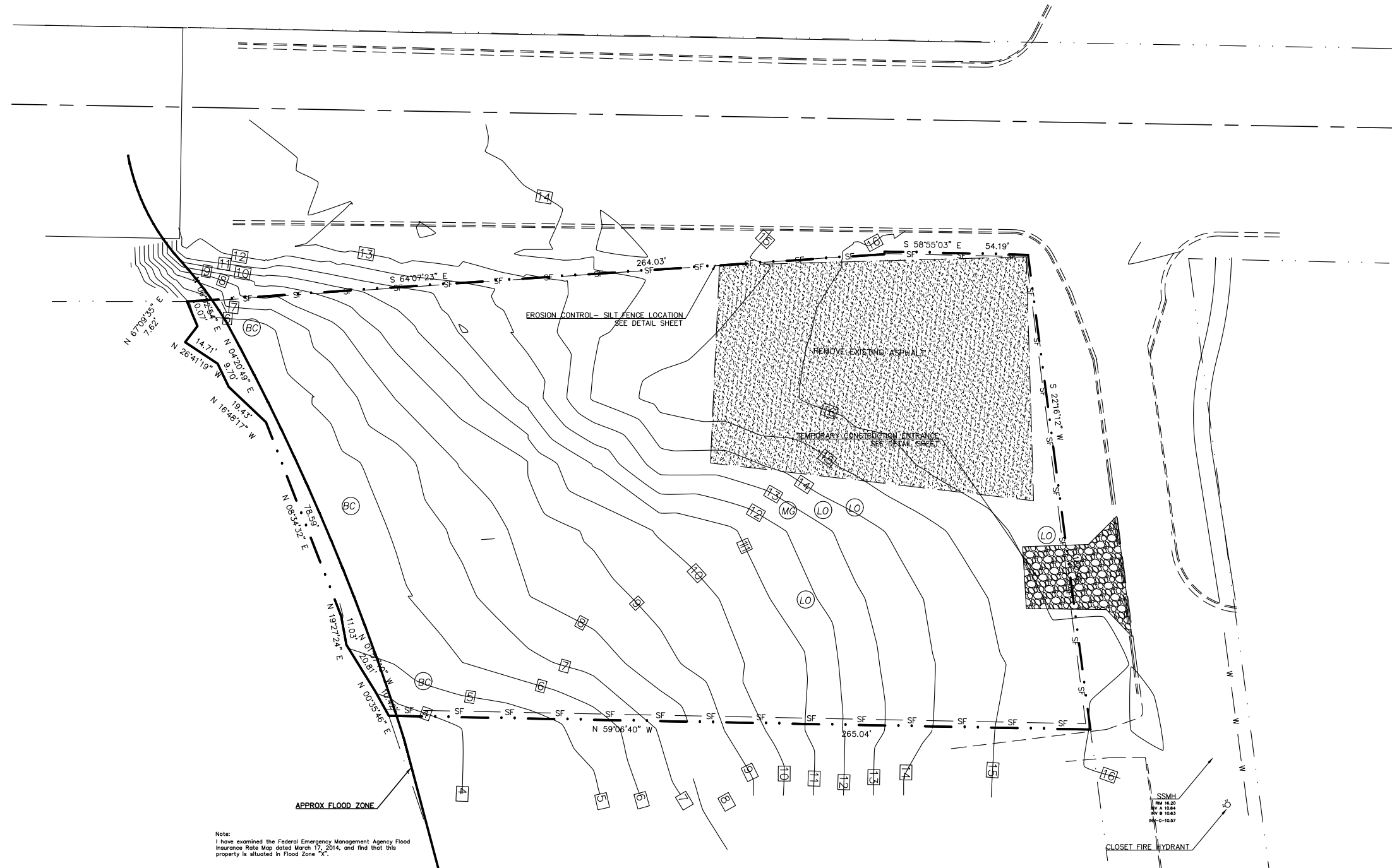
KNIGHT CENTER
1203 ORANGE AVE., GREEN COVE SPRINGS
CYPRESS MANAGEMENT AND DESIGN

EXISTING CONDITIONS & SWPPP

JOB NO. : 23-004
DATE: 5/1/2023
DRAWN BY : CdG
CHECKED BY : CdG
APPROVED BY : CdG
SCALE : 1"=30'

SHEET
3

NOT ISSUED FOR CONSTRUCTION



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

GENERAL NOTES

- Bearings shown hereon are based on the
- This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of record, or matters unrecorded by this surveyor.
- Underground utilities serving or crossing this property have not been located or shown.
- Easements shown hereon are for drainage and utilities unless noted otherwise.
- This survey depicts visible improvements only; no underground improvements or footings were located.

- LEGEND**
- Found 4"x4" Concrete Monument
 - Found Iron Pipe (as noted)
 - Set 1/2" Iron Pipe (LB 1381)
 - x- Fence
 - P- Powerline/Pole and Anchor
 - T- Telephone Line
 - C- Cable T/V Line
 - Concrete Air Conditioner Pad
 - Concrete Elec. Transformer Pad

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

Harold T. Eiland
License No. LS 2518

Eiland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32073
Telephone 904-272-1000

FF No. FF Field Book B JNbb No.

NO.	REVISIONS	BY	DATE

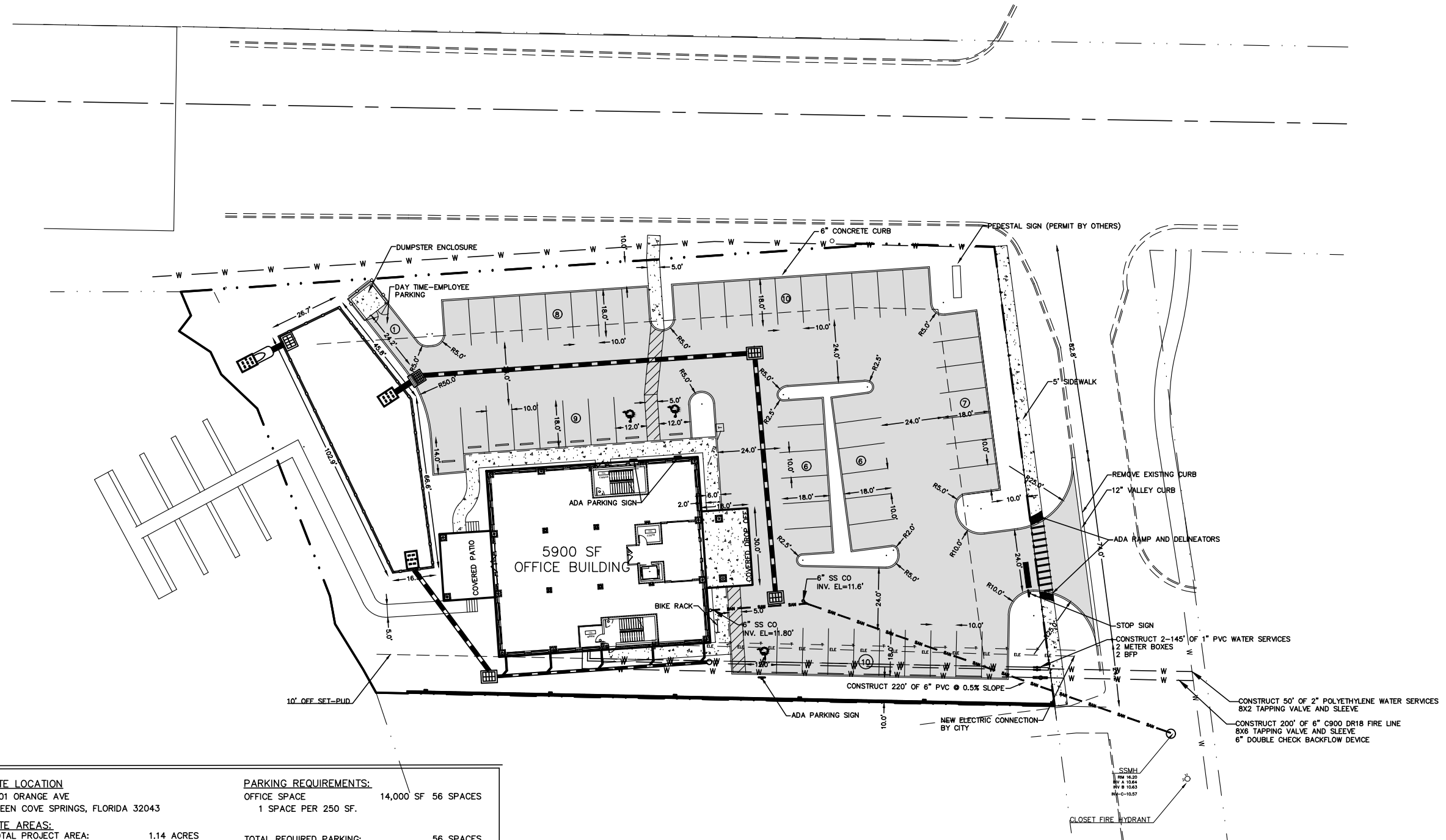
BLACK CREEK ENGINEERING, INC.
1735 HAGANS RIDGE COURT
GREEN COVE SPRINGS, FLORIDA 32043
PHONE (904) 759-8830
AUTHORIZATION NO. 27946

KNIGHT CENTER
1201 ORANGE AVE., GREEN COVE SPRINGS
CYPRESS MANAGEMENT AND DESIGN
GEOMETRIC LAYOUT

JOB NO. : 23-004
DATE: 5/1/2023
DRAWN BY : C4G
CHECKED BY : C4G
APPROVED BY : C4G
SCALE : 1"=30'

SHEET
4

NOT ISSUED FOR CONSTRUCTION



SITE INFORMATION		SITE LOCATION		PARKING REQUIREMENTS:	
OWNER KNIGHT CENTER, LLC 687 ARTHUR MOORE DRIVE ORANGE PARK, FLORIDA 32067 PHONE: (904) 282-7590		1201 ORANGE AVE GREEN COVE SPRINGS, FLORIDA 32043		OFFICE SPACE 14,000 SF 56 SPACES 1 SPACE PER 250 SF.	
AGENT BLACK CREEK ENGINEERING, INC. 3900 PASO FINO ROAD GREEN COVE SPRINGS, FL 32043 PHONE: (904) 759-8930		SITE AREAS: TOTAL PROJECT AREA: 1.14 ACRES (49,549 SF) BUILDING AREA: 5,700 SF FLOOR AREA RATIO: 11.90% NEW PAVEMENT AREA: 22,061 SF NEW SIDEWALK AREA: 5,400 SF OPEN SPACE: 16,388 SF % PERVIOUS: 33.0% % PRE-DEV IMPERVIOUS: 1.0% % POST-DEV IMPERVIOUS: 67.0%		TOTAL REQUIRED PARKING: 56 SPACES PROPOSED PARKING: 53 SPACES TOTAL HANDICAP PARKING: 3 SPACES TOTAL PARKING PROVIDED: 56 SPACES	

NO.	REVISIONS	BY	DATE

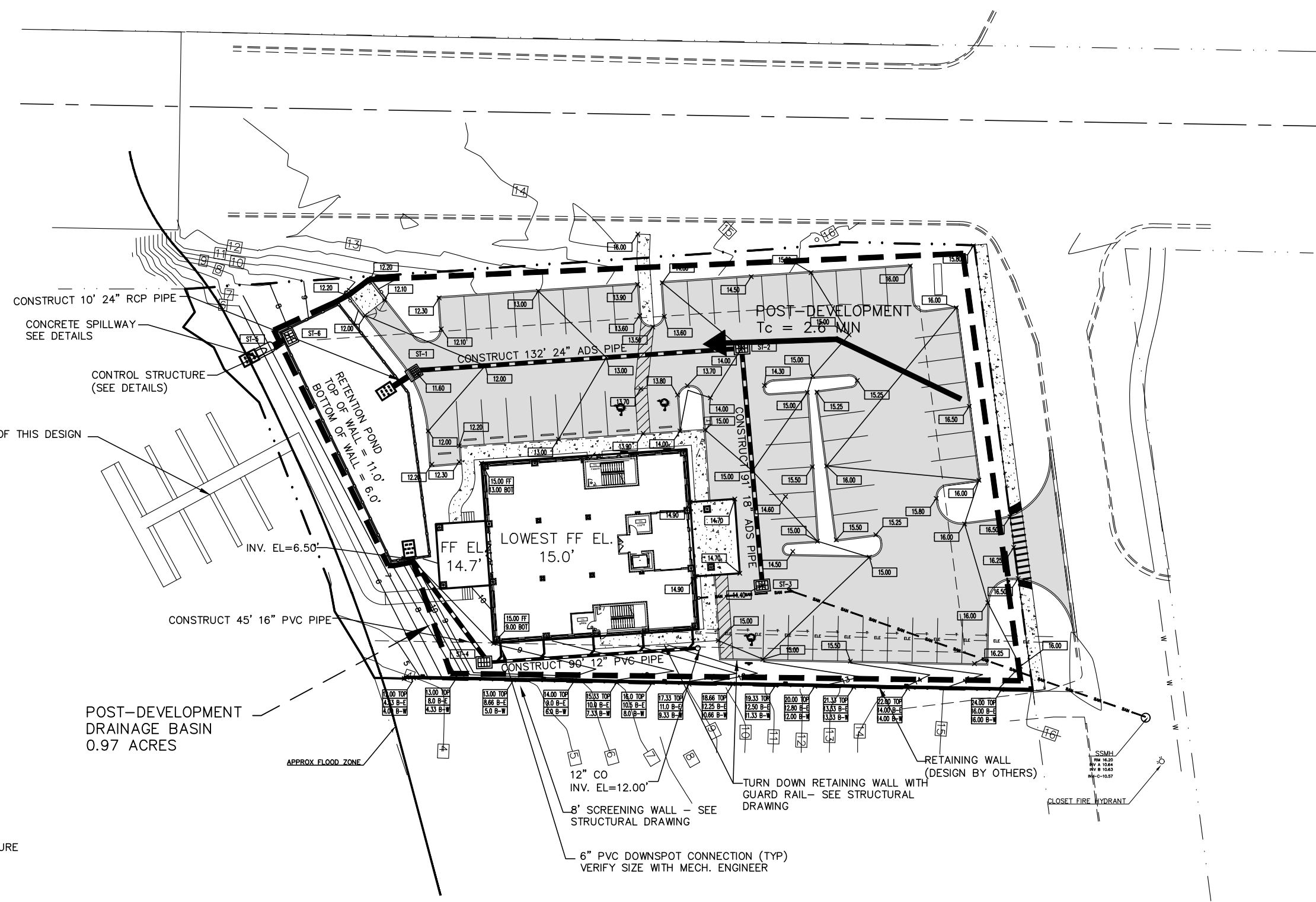
BLACK CREEK ENGINEERING, INC.
1735 HAGANS RIDGE COURT
GREEN COVE SPRINGS, FLORIDA 32043
PHONE (904) 759-8830
AUTHORIZATION NO. 27946

KNIGHT CENTER
1201 ORANGE AVE., GREEN COVE SPRINGS
CYPRESS MANAGEMENT AND DESIGN
PAVING & DRAINAGE PLAN

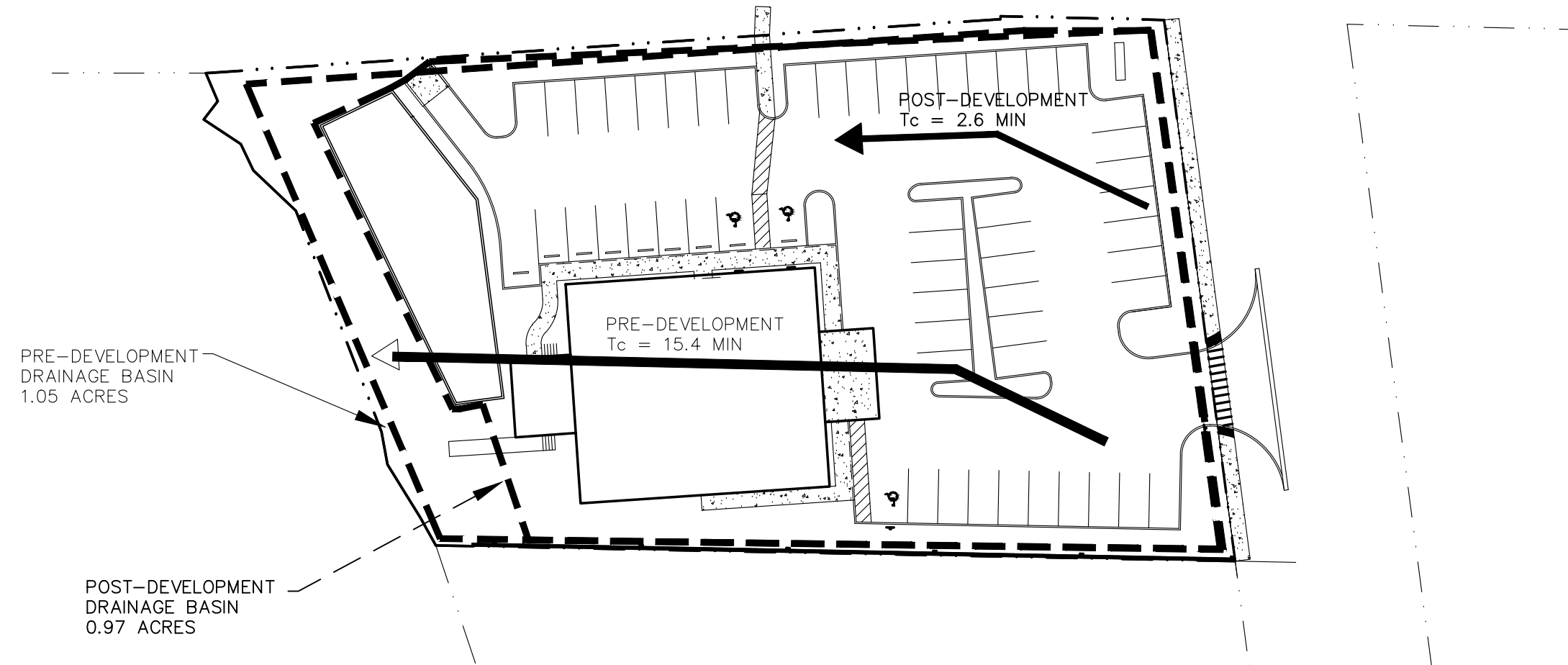
JOB NO. : 23-004
DATE: 1/5/2023
DRAWN BY : C4G
CHECKED BY : C4G
APPROVED BY : C4G
SCALE : 1"=30'

SHEET
5

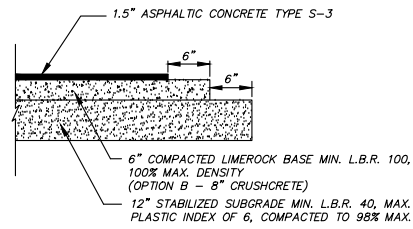
NOT ISSUED FOR CONSTRUCTION



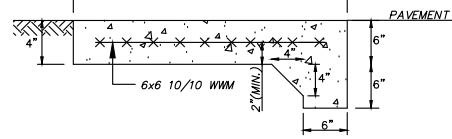
- ST-1
FDOT TYPE C INLET
TOP EL.=11.60
S. INV. = 7.10
N. INV. = 7.20
- ST-2
FDOT TYPE C INLET
TOP EL.=14.00
S. INV. = 7.70
W. INV. = 8.30
- ST-3
FDOT TYPE C INLET
TOP EL.=14.40
E. INV. = 8.80
W. INV. = 9.30
- ST-4
FDOT TYPE C INLET
TOP EL.=8.75
N. INV. =6.50
E. INV. =6.50
- ST-5
MES
INV. EL. = 6.90
- ST-3 / CONTROL STRUCTURE
FDOT TYPE E INLET
TOP EL.=10.75
WEIR EL. =
N. INV. = 7.0



JOB NO. : 23-004		DATE: 5/1/2023		DRAWN BY : CdG		CHECKED BY : CdG		APPROVED BY : CdG		SCALE : 1"=30'	
SHEET		6		KNIGHT CENTER 1201 ORANGE AVE., GREEN COVE SPRINGS CYPRESS MANAGEMENT AND DESIGN		DRAINAGE BASINS		BLACK CREEK ENGINEERING, INC. 1735 HAGANS RIDGE COURT GREEN COVE SPRINGS, FLORIDA 32043 PHONE (904) 759-8830		COLIN D. GROFF, P.E. REG. NO. 47609	
NO.		REVISIONS		BY		DATE		AUTHORIZATION NO. 27946		Item #13.	



PAVEMENT #1 - ALL INTERNAL PAVEMENT & ACCESS DRIVES
ASPHALT PAVEMENT DETAILS
 NOT TO SCALE



SIDEWALK W/O TURNDOWN SECTION

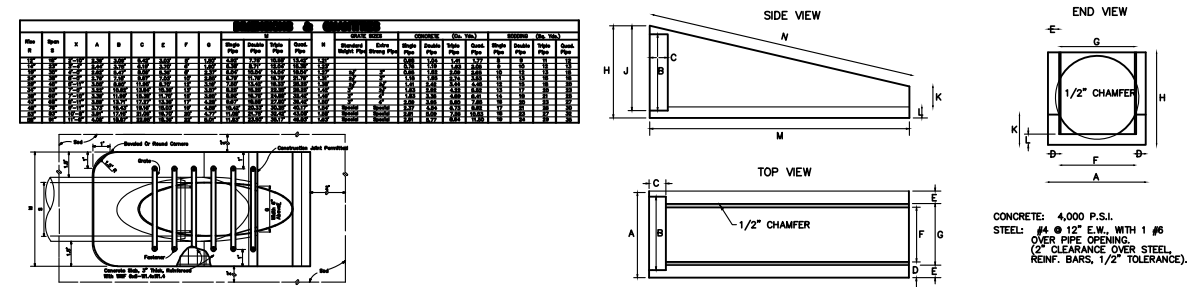
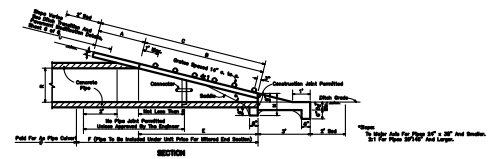


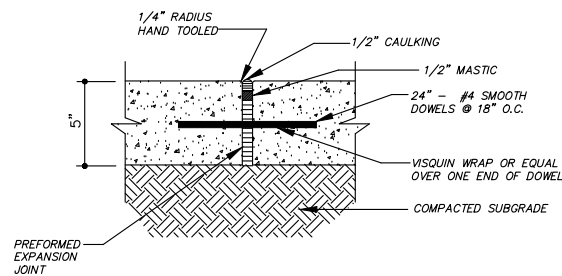
TABLE OF DIMENSIONS

RCP/CMP	A	B	C	D	E	F	G	H	J	K	L	M	N
18" - 18"	2'-7"	2'-1"	6"	6"	6.75"	1'-8"	1'-7"	2'-10"	2'-4"	8"	6"	8'-10"	7'-0"
24"	2'-11"	2'-6"	6"	5"	4.5"	1'-11"	2'-0"	3'-6"	3'-1"	7.5"	5"	10'-0"	10'-3.5"
30"	3'-6"	3'-2"	6"	6"	5.5"	2'-5"	2'-8.5"	3'-9"	3'-5"	7"	5"	11'-5"	11'-8.25"
36"	4'-1"	3'-10"	6"	7"	5.5"	2'-9"	3'-0"	4'-4"	4'-0"	8"	6"	14'-0"	14'-4.5"

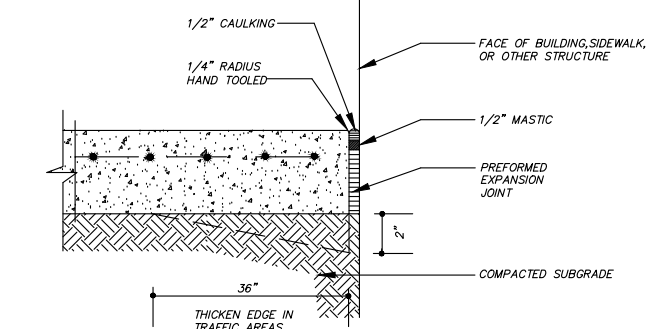
CONCRETE: 4,000 P.S.I.
 STEEL: #4 @ 12" E.W., WITH 1 #6 OVER PIPE OPENING. (2" CLEARANCE OVER STEEL, REIN. BARS, 1/2" TOLERANCE).



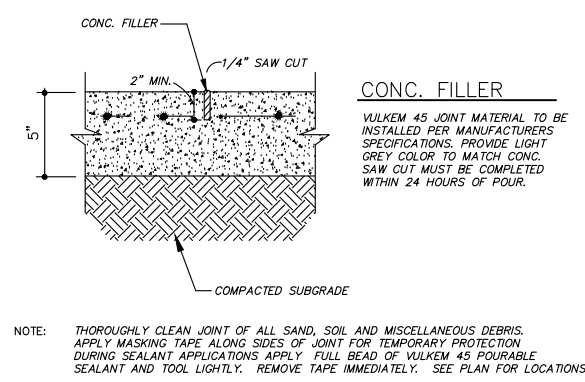
MITERED END SECTION DETAIL
 NOT TO SCALE



EXPANSION JOINT DETAIL
 EXPANSION JOINTS AT 25 O.C. (MAX.)

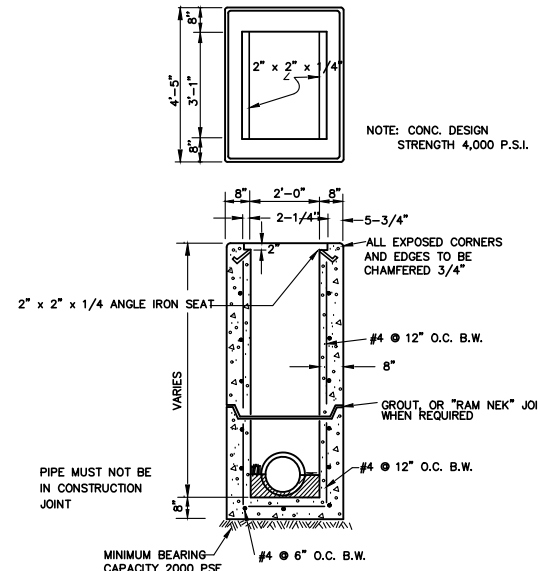


ISOLATION JOINT DETAIL

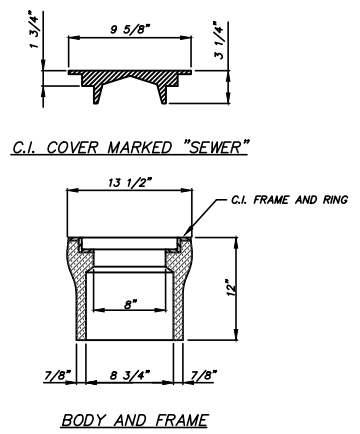


SAWCUT JOINT DETAIL
 SAWCUT JOINTS AT 10' O.C. (MAX.)

CONCRETE PAVEMENT DETAILS
 NOT TO SCALE

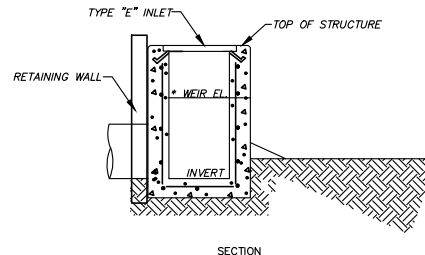


TYPE 'C' INLET DETAIL
 NOT TO SCALE

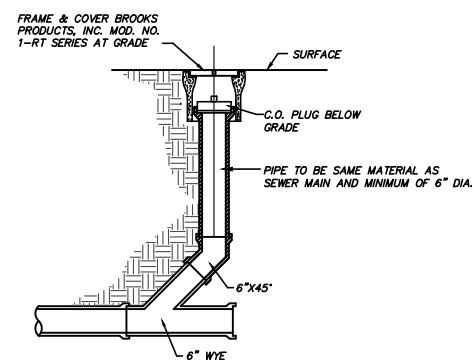


CLEAN-OUT BOX WITH CAST IRON RING AND COVER IN NON-PAVED AREAS ONLY

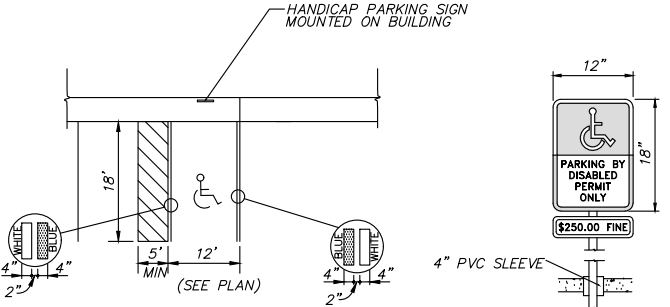
TOP OF BANK ELEV.	11.00
GRATE ELEV.	10.75
WEIR ELEV.	8.10
ORIFICE ELEV.	N/A
INVERT ELEV.	7.00
SUMP ELEV.	5.00
ORIFICE SIZE (INCHES)	N/A
WEIR LENGTH - SIDE A	N/A
WEIR LENGTH - SIDE B	0.70'
WEIR LENGTH - SIDE C	N/A
OUTLET PIPE SIZE	24"



OUTLET CONTROL STRUCTURE DETAIL
 NOT TO SCALE

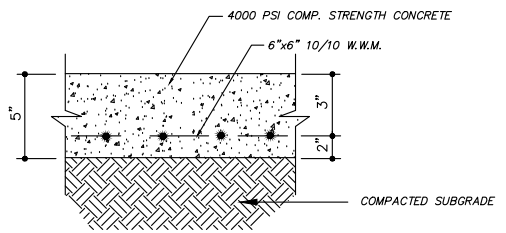


STORM SEWER CLEANOUT DETAIL
 NOT TO SCALE

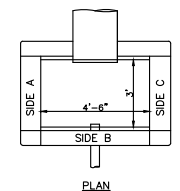


HANDICAP PARKING DETAIL
 NOT TO SCALE

NOTE: EACH SUCH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY OR THE CAPTION "PARKING BY DISABLED PERMIT ONLY", OR BEARING BOTH SUCH SYMBOLS AND CAPTION. SUCH SIGNS SHALL NOT BE OBTAINED BY A VEHICLE PARKED IN THE SPACE. ALL HANDICAPPED PARKING SPACES MUST BE DESIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION.

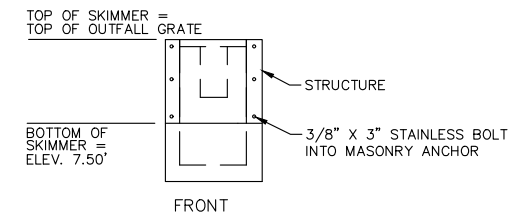
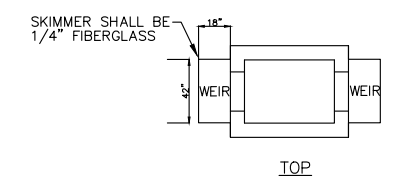


STANDARD PAVEMENT SECTIONS



* FULL WIDTH OF WEIR AND SKIMMER MUST BE CLEAR. SEE SKIMMER DETAIL FOR REQUIRED CLEARANCE.
 NOTE: SKIMMER REQUIRED ON ALL WEIRS.

OUTLET CONTROL STRUCTURE DETAIL
 NOT TO SCALE



SKIMMER DETAIL
 NOT TO SCALE

COLIN D. GROFF, P.E.
 REG. NO. 47609

Item #13.

DATE

BY

REVISIONS

NO.

BLACK CREEK ENGINEERING, INC.
 1755 HAGANS RIDGE COURT
 GREEN COVE SPRINGS, FLORIDA 32043
 PHONE (904) 759-8830
 AUTHORIZATION NO. 27946

KNIGHT CENTER
 1201 ORANGE AVE., GREEN COVE SPRINGS
 CYPRESS MANAGEMENT AND DESIGN

CONSTRUCTION DETAILS

JOB NO. : 23-004
 DATE: 1/5/2023
 DRAWN BY : C4G
 CHECKED BY : C4G
 APPROVED BY : C4G
 SCALE : 1"=30'

SHEET
 7

Black Creek Engineering, Inc.
 1735 HAGANS RIDGE COURT
 GREEN COVE SPRINGS, FLORIDA 32043
 PHONE (904) 759-8830
 AUTHORIZATION NO. 27946

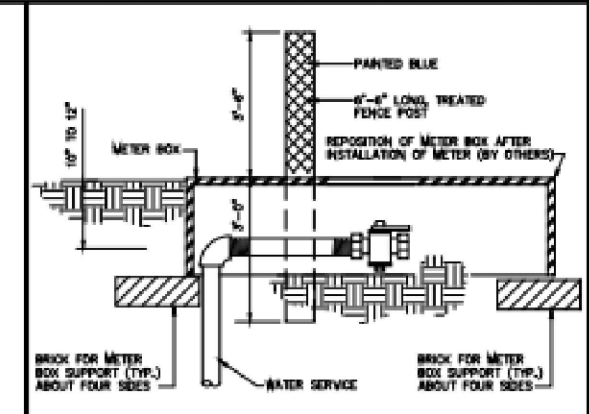
KNIGHT CENTER
 1205 ORANGE AVE., GREEN COVE SPRINGS
 CYPRESS MANAGEMENT AND DESIGN

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

JOB NO. : 23-004
 DATE: 5/1/2023
 DRAWN BY : CAG
 CHECKED BY : CAG
 APPROVED BY : CAG
 SCALE : NTS

SHEET
8

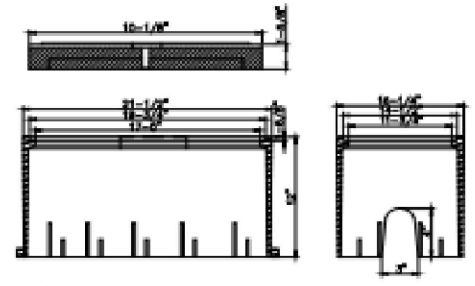
NOT ISSUED FOR CONSTRUCTION



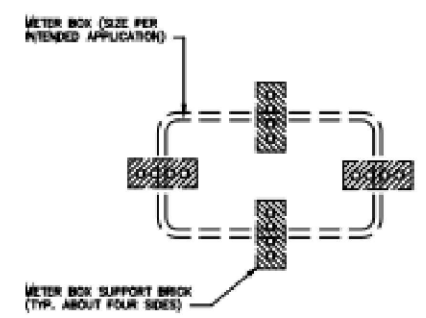
WATER SERVICE MARKER POST

NOTE:
 ALL SERVICES ARE TO BE CLEARLY MARKED BY A TREATED 6"-8" LONG MARKER POST PAINTED BLUE. ALL SERVICES ARE TO BE EXTENDED ABOVE GRADE UNTIL COMPLETION OF ALL GRADING ACTIVITIES. ONCE FINAL ROAD GRADING IS COMPLETE, LOWER SERVICES BY CUTTING OFF RISER 10" TO 12" BELOW FINAL GRADE AND INSTALL 90° BEND, NIPPLE AND LB BALL VALVE AT THAT ELEVATION. SET METER BOX OVER ENTIRE HORIZONTAL SECTION OF SERVICE LINE FROM LAST 90° BEND TO THE END OF THE CURB STOP. BOX TO BE REPOSITIONED WHEN THE METER IS INSTALLED. MARKER POST TO BE INSTALLED ADJACENT TO AND LOCATED AT THE MID SECTION OF THE METER BOX.

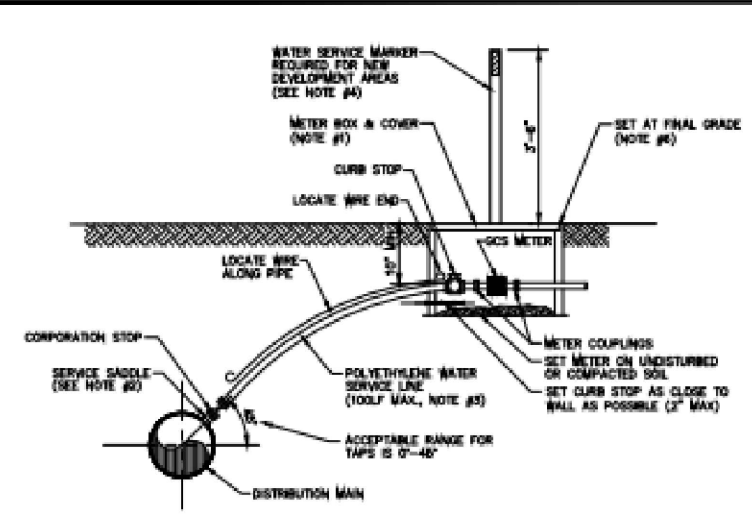
NOTE:
 MIN. WALL THICKNESS 20"
 DOUBLE WALL BODY w/ STRUCTURAL SUPPORT RIBS
 1/4" MIN. THICKNESS 1/4"
 BOTTOM FLANGE
 BOX IS INSULATED MOLDED STRUCTURAL FOAM RECYCLED POLYPROPYLENE MATERIAL



METER BOX & SOLID BLUE LID

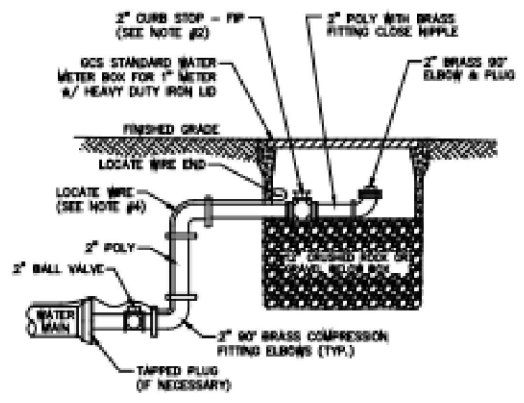


METER BOX SUPPORT DETAIL



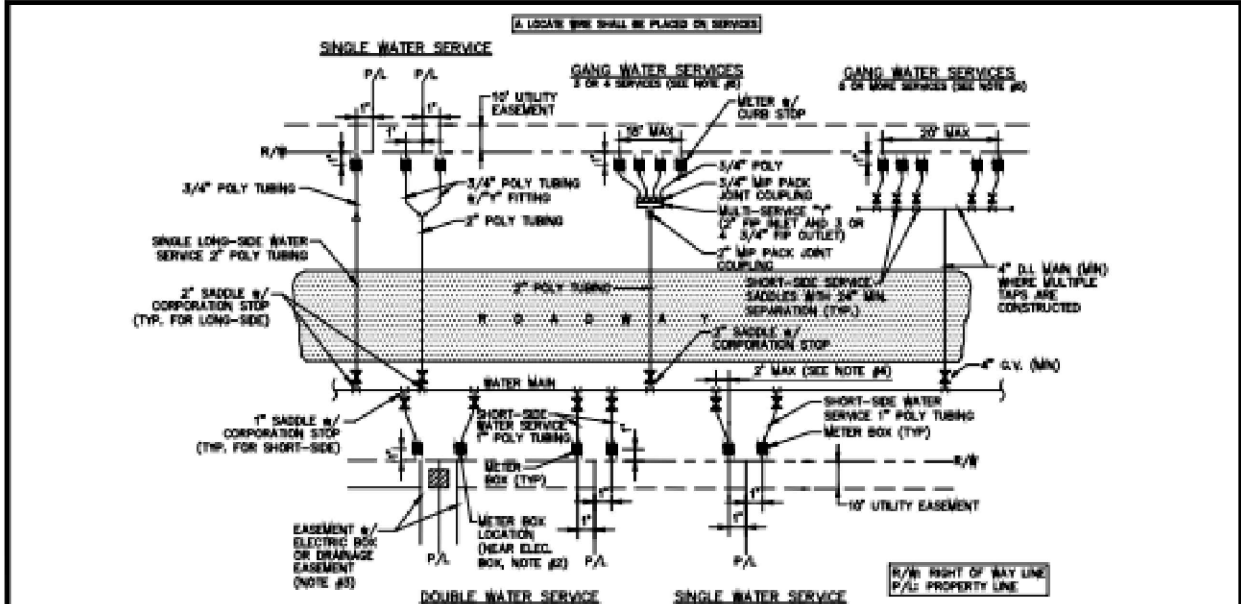
- NOTES**
- SEE CITY OF GREEN COVE SPRINGS APPROVED MATERIALS MANUAL AND SYSTEM DETAILS FOR REQUIREMENTS.
 - SINGLE BAND SADDLES MAYBE UTILIZED ON NEW 1" WATER SERVICES WHICH ARE INSTALLED ON A DRY 10" SIZE OR SMALLER WATER MAIN (NEW WATER MAIN CONSTRUCTION). FOR SET TAPS ON WATER MAINS 12" SIZE AND LARGER, A DOUBLE BAND SADDLE IS REQUIRED.
 - NO OPEN CUT UNDER ROADWAY PAVING ALLOWED UNLESS THE ROADWAY IS BEING RECONSTRUCTED OR IF DIRECTED OTHERWISE BY CITY OF GREEN COVE SPRINGS. CONSTRUCT POLY LINE WITH 36" (MIN.) COVER UNDER ROADWAYS. THE POLY WATER SERVICE LINE SHALL BE SAME SIZE AS THE METER (3/4" MINIMUM) AND BE INSTALLED PERPENDICULAR TO THE MAIN AND NOT EXCEED 100' UNLESS OTHERWISE APPROVED BY CITY OF GREEN COVE SPRINGS.
 - INSTALL PVC PLUG IN ALL CURB STOPS IF WATER SERVICE IS "NOT IN USE" (I.E.: IF NO METER IS INSTALLED). IN ADDITION, INSTALL A 6", 6" P.T. FENCE POST (TOP PAINTED BLUE) 12" OFF SIDE OF METER BOX. THE REMOVAL OR TRANSFER OF A WATER SERVICE SHALL INCLUDE BRASS METER COUPLERS (HEX ON BARREL TYPE).
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF THE ROSES, METERS OR ELECTRONIC DEVICES IF DAMAGED BY THE CONTRACTOR DURING THE CONSTRUCTION PERIOD.
 - METER BOX AND TOP SHALL BE CLEAR OF ALL DEBRIS TO ALLOW FULL ACCESS TO BOX (I.E., NO DRILL TRASH OR OTHER DEBRIS PLACED ON TOP OF BOX).
 - LOCATE WIRING REQUIRED ON ALL LONG AND SHORT SERVICES.

WATER SERVICE DETAIL- 2" AND SMALLER METER



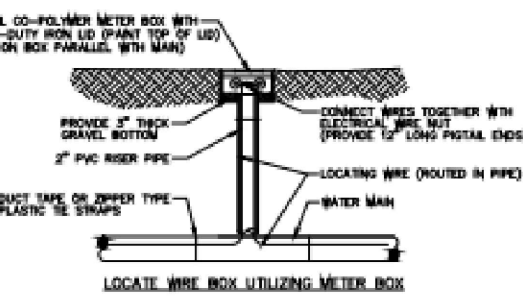
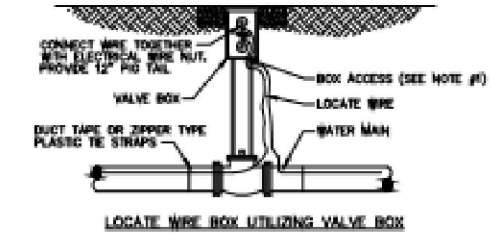
- NOTES**
- PIPE SHALL BE POLYETHYLENE. FITTINGS SHALL BE BRASS.
 - THE 2" CURB STOP SHALL BE ALL BRONZE. FITTINGS SHALL BE BRASS.
 - CANNOT BE PLACED UNDER CONCRETE OR PAVEMENT.
 - PLACE 2 FEET PAST LAST WATER MAIN SERVICE CONNECTION.

FLUSHING VALVE BELOW GRADE



- NOTES**
- THE SKETCHES ABOVE INDICATE TYPICAL WATER SERVICE AND METER BOX LOCATIONS. ACTUAL LOCATIONS OF BOXES MAY VARY SLIGHTLY ACCORDING TO FIELD CONDITIONS ENCOUNTERED. TYPICALLY, THE METER BOX SHALL BE LOCATED 1.0' OFF OF THE R/W LINE.
 - UNLESS SPECIFIED OTHERWISE BY THE CITY OF GREEN COVE SPRINGS, THE METER BOX SHALL BE LOCATED 1.0' OFF OF THE R/W LINE, AND 1.0' FOOT INSIDE OF THE PROLONGATION OF ONE OF THE SIDE PROPERTY LINES. IF A CONFLICT EXISTS WITH OTHER UTILITIES, THE METER BOX MAY BE ADJUSTED TO FOUR FEET (MAX.) INSIDE PROPERTY LINES (IN LIEU OF 1.0' FEET), UNLESS APPROVED OTHERWISE BY THE CITY. THE WATER METER BOX SHALL BE LOCATED IN NON-TRAFFIC AREAS (NOT IN SIDEWALKS OR DRIVEWAYS). IF AN UNAPPROVED METER BOX IS IDENTIFIED BY THE CITY, THEN THE CONTRACTOR OR CUSTOMER SHALL BE RESPONSIBLE FOR THE COST OF RELOCATING ANY METER BOX WHICH IS LOCATED IN THE SIDEWALK OR DRIVEWAY OR THE COST TO PROVIDE THE CORRECT METER BOX. THE CITY SHALL APPROVE ALL DEVIATIONS TO THE ABOVE PRIOR TO CONSTRUCTION.
 - IF DRAINAGE OR OTHER EASEMENT IS LOCATED BETWEEN LOTS, METER BOXES SHALL BE LOCATED AT THE EASEMENT LINE BUT OUTSIDE THE EASEMENT AREA.
 - FOR SINGLE SERVICES, THE HORIZONTAL DISTANCE (PERPENDICULAR TO THE MAIN) BETWEEN THE SERVICE'S SADDLE AND THE METER BOX SHALL BE 3 FEET MAXIMUM. FOR DOUBLE 3/4" SERVICES, THE 2" POLY MAIN SHALL BE LOCATED CENTERED BETWEEN THE TWO METER BOXES. LOCATE WIRE IS REQUIRED ON ALL SERVICES. THE WIRE SHALL RUN FROM THE METER BOX TO THE MAIN (WITH NO CONNECTION TO MAIN WIRE WITH THE LAST 24 INCHES STRIPPED OF INSULATION/BAKE WIRE AS GROUND). ALL EXCEPTIONS TO THIS REQUIREMENT MUST BE APPROVED BY THE CITY OF GREEN COVE SPRINGS. THIS WILL ASSIST IN LOCATING EXISTING SERVICE LINES IN THE FUTURE.
 - GANG WATER SERVICES: FOR 3 OR 4 SERVICES IN ONE AREA, A DUCTILE IRON PIPE (D.I.P.) WATER MAIN EXTENSION w/LOCATE WIRE MAY BE UTILIZED ON EITHER SHORT-SIDE OR LONG-SIDE SERVICES WHERE SHOWN ON THE DRAWINGS. LOCATE WIRE SHALL EXTEND FROM ONE METER BOX TO CURB STOP AT WATER MAIN FOR 5 OR MORE SERVICES IN ONE AREA. A WATER MAIN EXTENSION w/LOCATE WIRE MAY BE UTILIZED ON EITHER SHORT-SIDE OR LONG-SIDE SERVICES WHERE SHOWN ON THE DRAWINGS (TAPS STAGGERED AND AT 2 FEET ON CENTER (MIN)). FOR WATER SUPPLY HEADERS WHERE 6 OR MORE TAPS ARE CONSTRUCTED, THE HEADER PIPE SHALL BE 4" AT A MINIMUM. EXAMPLE: CONSTRUCT A 4" MAIN D.I. CROSSING THE STREET FOR 6 RESIDENTIAL CUSTOMERS, UTILIZING 4" G.V., 4" PIPE, 4"x1" SADDLES AND 1" CURB STOPS (NO GLUED TEE FITTINGS). THE 4" OR LARGER D.I.P. WATER MAIN MUST BE SIZED AND DESIGNED BY THE ENGINEER.
 - ALL COMMERCIAL WATER SERVICES SHALL BE 2" POLYETHYLENE PIPING CONNECTED TO 2" CURB STOP IN METER BOX, UNLESS OTHERWISE APPROVED BY THE CITY.

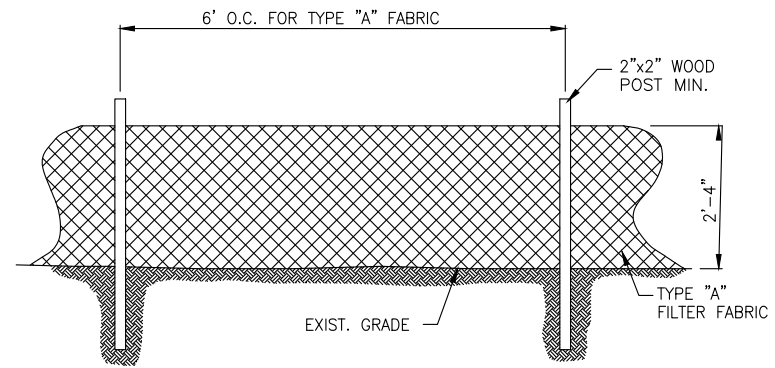
WATER SERVICE INSTALLATIONS 2" AND SMALLER METER



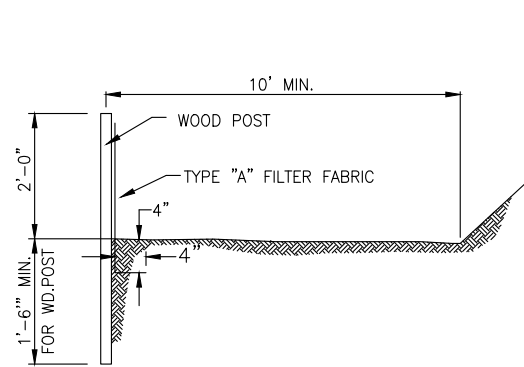
- NOTES**
- LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A 1/2" CUT IN THE 6" PVC RISER PIPE.

LOCATE WIRE BOX

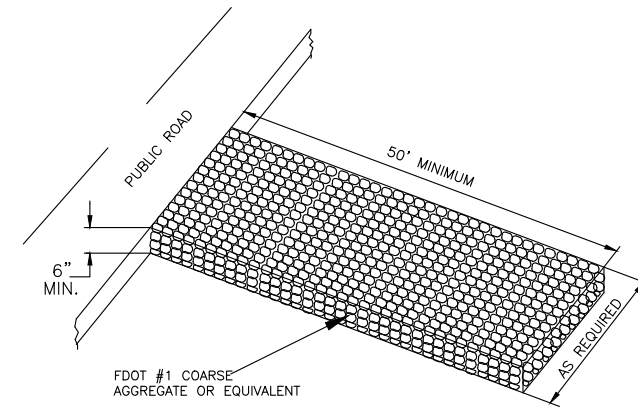
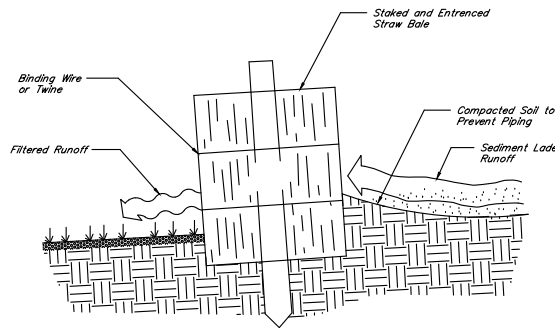
SHEET 13 OF 13 - Green Cove Springs Water Services - 2023 - 05 - 01 - 11:10 AM



TEMPORARY SILT FENCE

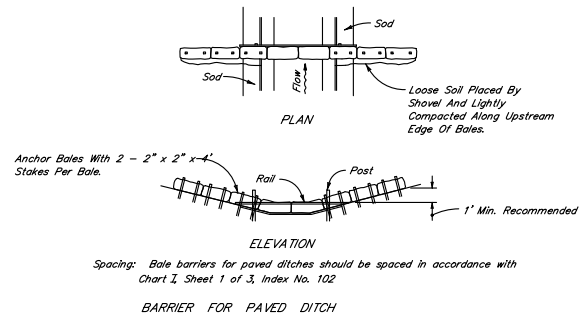


CROSS-SECTION OF A PROPERLY INSTALLED STRAW BALE
STAKED HAY BALE

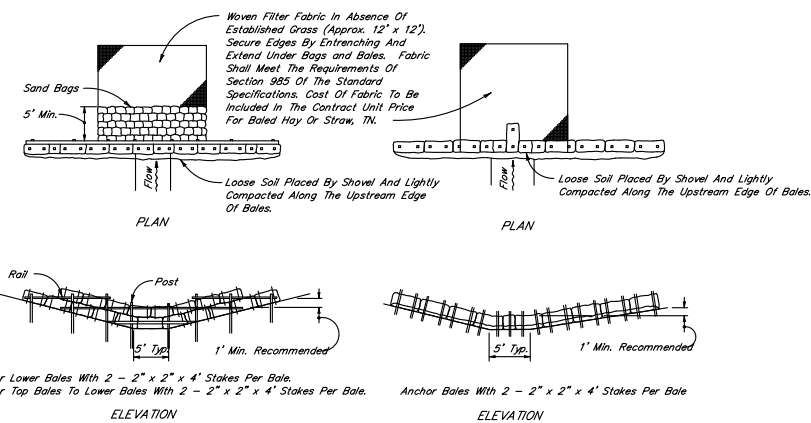


STABILIZED CONSTRUCTION ENTRANCE

N.T.S.



BARRIER FOR PAVED DITCH

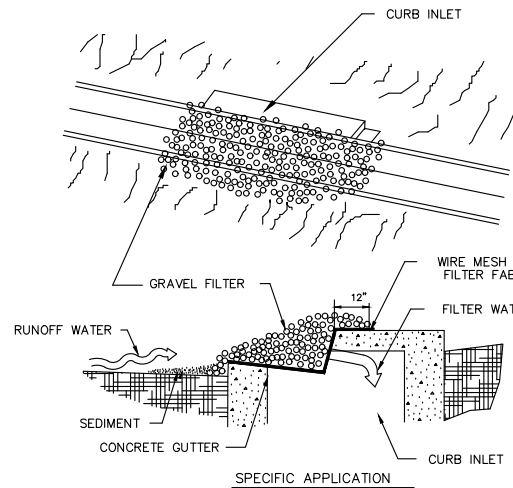


TYPE II

TYPE I

BARRIER FOR UNPAVED DITCHES

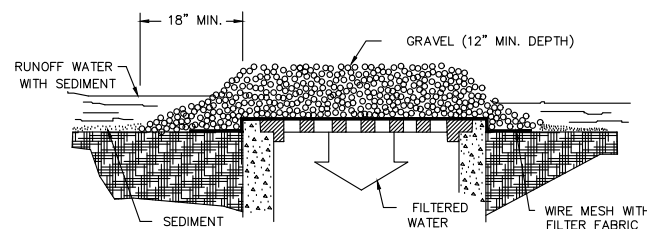
HAY BALE BARRIERS TYPE I & II



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

GRAVEL CURB INLET SEDIMENT FILTER



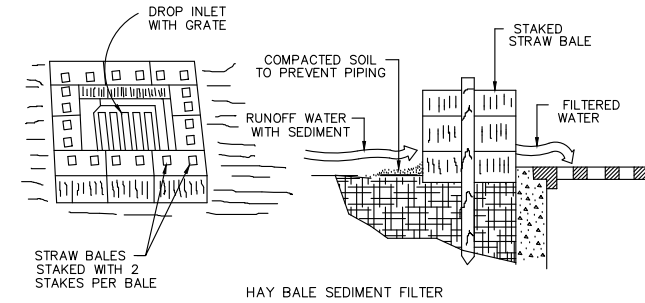
SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER

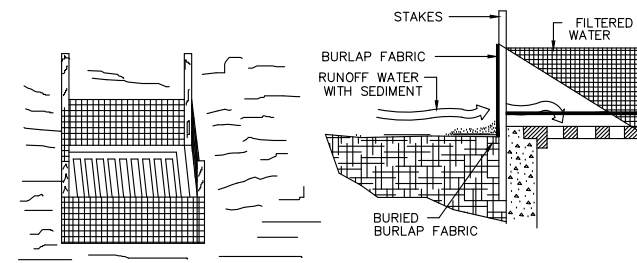
GRAVEL INLET SEDIMENT TRAP

N.T.S.



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 cfs) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 cfs) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

DROP INLET SEDIMENT TRAP

N.T.S.

COLIN D. GROFF, P.E.
REG. NO. 47609

Item #13.

NO.	DATE	BY	REVISIONS

BLACK CREEK ENGINEERING, INC.
1735 HAGANS RIDGE COURT, 32043
GREEN COVE SPRINGS, FLORIDA 32043
PHONE (904) 759-8830

KNIGHT CENTER
1201 ORANGE AVE., GREEN COVE SPRINGS
CYPRUS MANAGEMENT AND DESIGN

STORMWATER POLLUTION PREVENTION PLAN

JOB NO. : 23-004
DATE: 5/1/2023
DRAWN BY : C4G
CHECKED BY : C4G
APPROVED BY : C4G
SCALE : NTS

SHEET 10

NOT ISSUED FOR CONSTRUCTION

Page 213

SHRUBS:	
N	JAPANESE BOXWOOD
O	GREEN PITTOSPORUM
P	LIGUSTRUM
Q	CAMELLIA
R	STAR JASMINE
S	RAPHIOLEPSIS
T	VIBURNUM
U	FIEJOA
V	VAR PITTISPORUM
W	DWARF BURFORD HOLLY
X	DWARF SCHILLINGS HOLLY
Y	CANNA LILY
Z	LORIPELLUM
AA	PHILODENDRON SELLOUM
BB	HIBISCUS
CC	CAST IRON PLANT
DD	AZALEA
EE	HYDRANGA
FF	FERNS
GROUND COVER:	
HH	ASIATIC JASMINE
JJ	BLUE AGAPANTHUS
KK	LIRIOPE
LL	MONDO GRASS
MM	DWARF MONDO GRASS
NN	CONFEDERATE JASMINE
OO	CREEPING FIG
PP	AFRICAN IRIS
QQ	BLUE PLUMBAGO
RR	VAR. LIRIOPE
SS	LANTANA
TT	GINGER
UU	ANNUALS

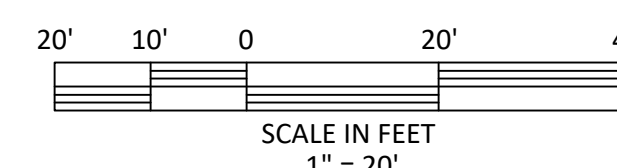
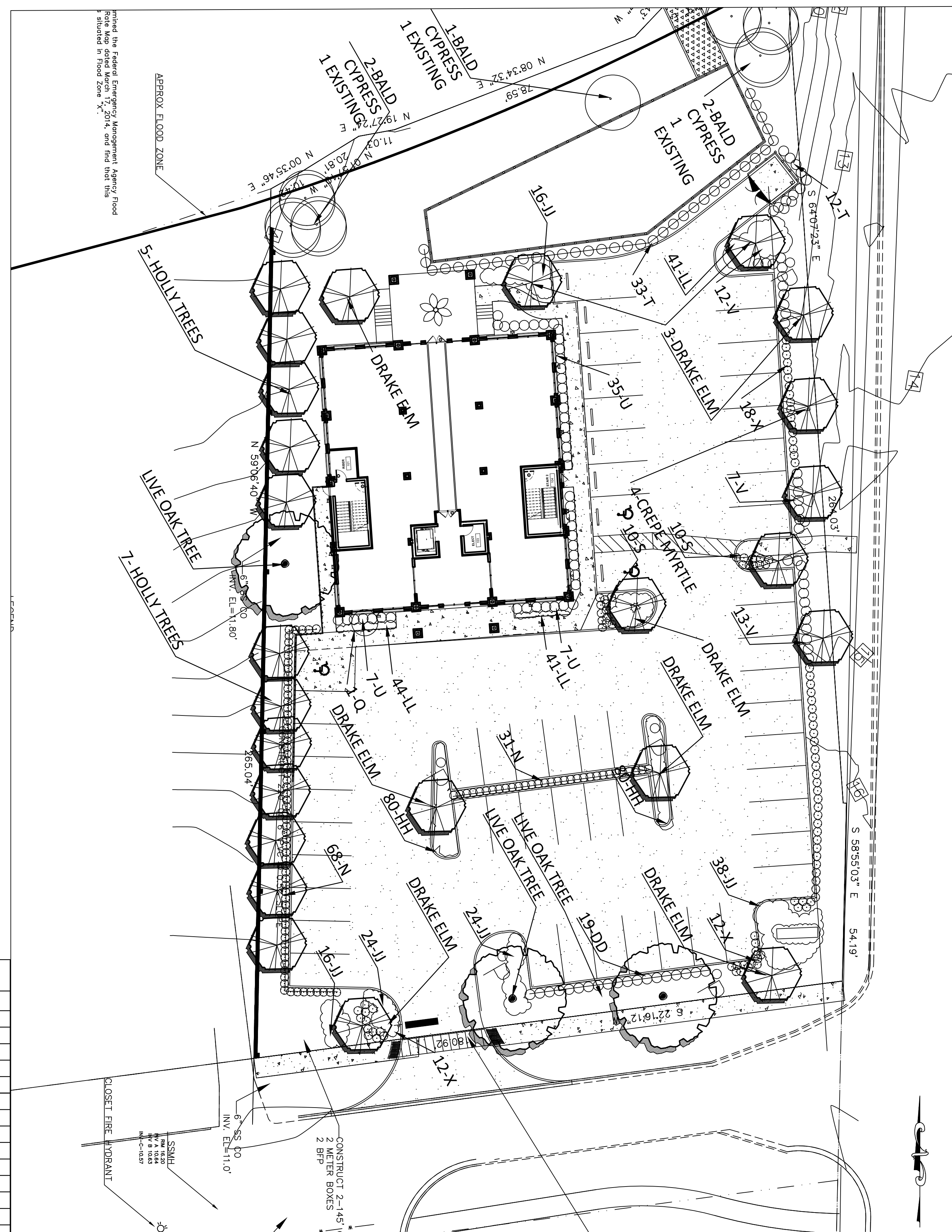
Tree Specifications
 3-Live Oak-6" Caliper 18"
 12-Holly Trees- 3" Caliper 36"
 9-Drake Elms- 4" Caliper 36"
 4-Crepe Myrtles- 4" caliper- multi stem 16"/2= 8"
 3- Bald Cypress-4" caliper 12"

New Trees - 110" 31 total trees

28 NEW TREES
 3 RETAINED TREES -27" PLUS 18" WITH SMALLER CYPRESS

110+27"= 137" CALIPER

OVER 50% SHADE TREES



EXISTING 39" LIVE OAK- IT MAY BE POSSIBLE TO SAVE THIS TREE BY MODIFYING PUD. WOULD BE RESPONSIBILITY OF CITY TO NEGOTIATE AND CHANGE ENTRANCE TO SITE AND SAVE TREE.

944 LF PROPERTY LINE/50= 19 trees
 49,500 SF PROPERTY
 INTERIOR TREES
 1 FOR 10,500/1500 7
 38,049/4000 10

TOTAL TREES REQUIRED- 36

36 AT 2 1/2" CALIPER-- 90"

444' LF PROPERTY LINE NOT ADJACENT TO PROPERTY-
 ADD - 41 SHRUBS

PLANT SPACING- SIZE:
 V-26" HT MIN 3 GAL-36" O.C
 X- 24" HT MIN 3 GAL- 30" O.C
 U- 28" HT 5 GALLON- 36" O.C
 T- 36" HT- 5 GALLON- 42" O.C
 S- 18" MIN 3 GALLON-30" O.C
 ALL OTHER GROUND COVER- MIN 1 GALLON
 18" O.C

GRASS - ST AUGUSTINE SOD

100 % IRRIGATION ON ALL LANDSCAPE AREAS
 AUTOMATIC CLOCK LOCATE - OUTSIDE ON WEST SIDE OF BUILDING
 DRIP IRRIGATION ON ALL SHRUBS- SPRAY ZONES ON GRASS

ALL TREES AND SHRUBS TO BE FLORIDA #1 OR BETTER

Ex. Tree Removal
 Live Oak-39"- Not Specimen See Note
 Laurel Oak- 28"- Remove 28"
 Laurel Oak-26"- Deceased
 Southern Magnolia-24"- Remove 24"
 laurel Oak- 25"- Deceased
 Bald Cypress 27"- Retain
 Bald Cypress 9"- Retain
 Bald Cypress 9"- Retain

Total trees removed- 91"

CONFIRM WITH ALL UTILITY TO AVOID PLANTING TREES DIRECTLY OVER LINES

CYPRESS MANAGEMENT AND DESIGN

P.O. BOX 8880 FLEMING ISLAND, FL. 32006
 904-759-9576 SITEOPT@BELLSOUTH.NET

DATE	REVISIONS
5-17-2023	SITE PLAN REVISIONS
6-9-2023	
7-20-2023	

KNIGHT CENTER
 MASTER SITE PLAN
 PLANTING PLAN

DATE 5-9-2023
 DRAWN BY
 CHKD. BY
 JOB NO.

ROBERT HARTWIG
 LA 0012

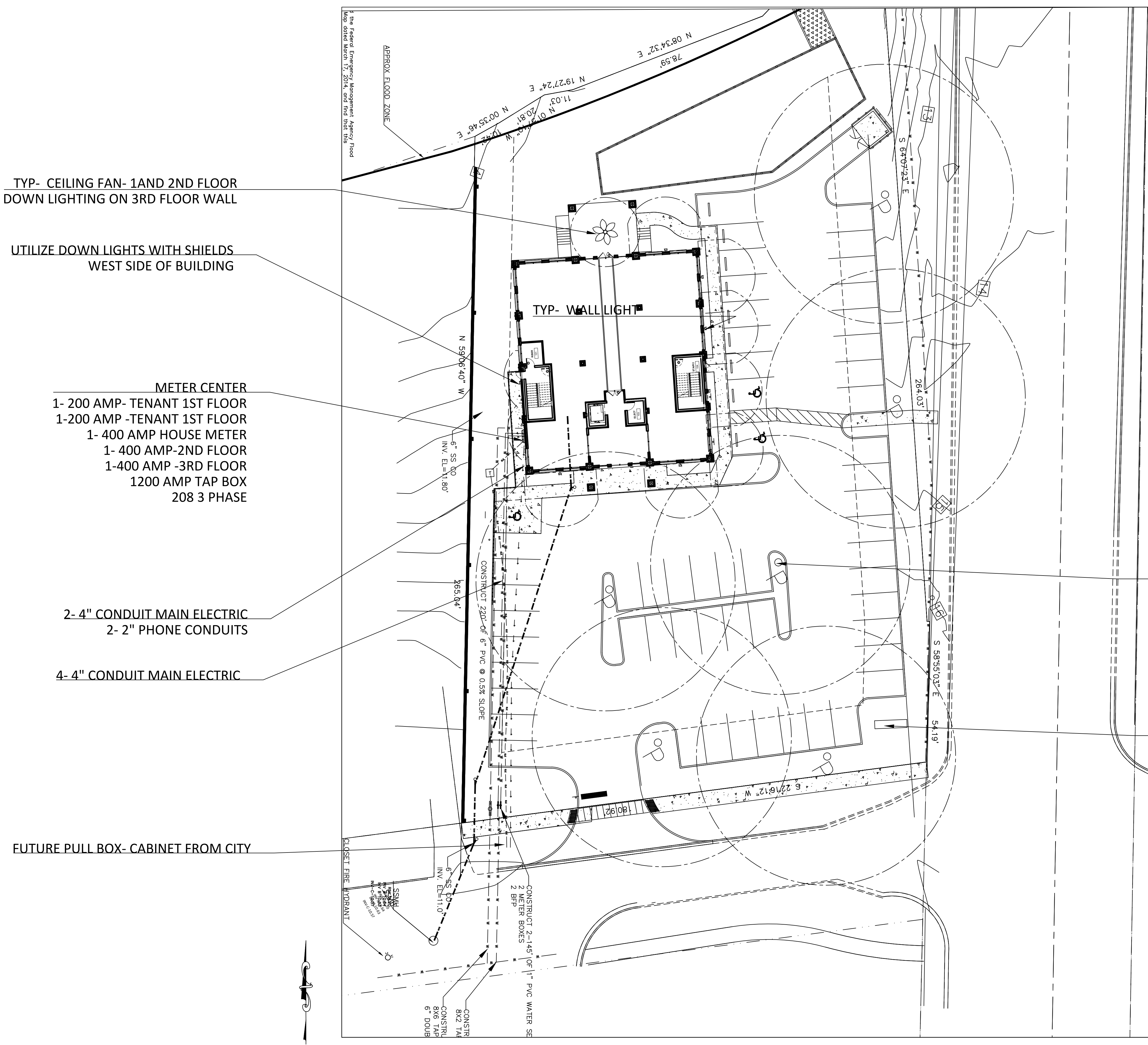
SHT. LS-1

DATE	REVISIONS
5-17-2023 <td>SITE PLAN REVISIONS</td>	SITE PLAN REVISIONS
7-20-2023 <td>SITE PLAN REVISIONS</td>	SITE PLAN REVISIONS

KNIGHT CENTER
MASTER SITE PLAN
PRELIMINARY ELECTRICAL PLAN

DATE 5-9-2023
DRAWN BY
CHKD. BY
JOB NO.

ROBERT HARTWIG
LA 0012
SHT. LS-2



TYP- CEILING FAN- 1AND 2ND FLOOR
DOWN LIGHTING ON 3RD FLOOR WALL

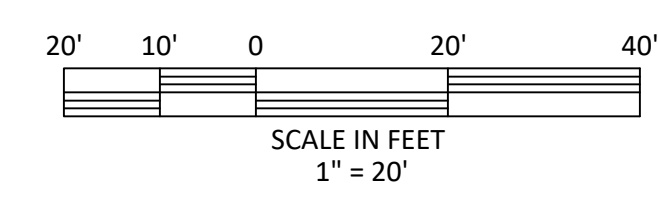
UTILIZE DOWN LIGHTS WITH SHIELDS
WEST SIDE OF BUILDING

- METER CENTER
- 1- 200 AMP- TENANT 1ST FLOOR
 - 1-200 AMP- TENANT 1ST FLOOR
 - 1- 400 AMP HOUSE METER
 - 1- 400 AMP-2ND FLOOR
 - 1-400 AMP -3RD FLOOR
 - 1200 AMP TAP BOX
 - 208 3 PHASE

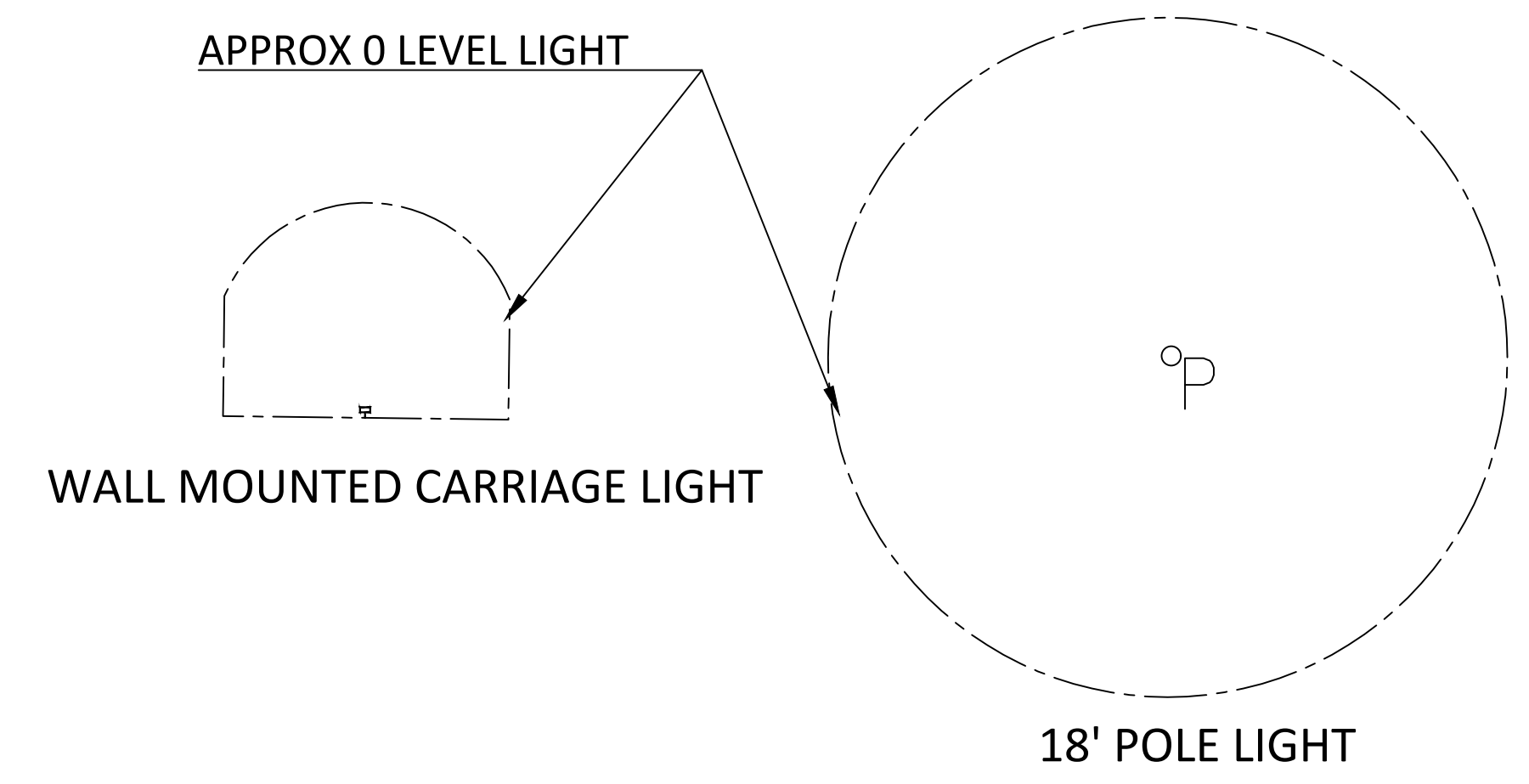
2- 4" CONDUIT MAIN ELECTRIC
2- 2" PHONE CONDUITS

4- 4" CONDUIT MAIN ELECTRIC

FUTURE PULL BOX- CABINET FROM CITY

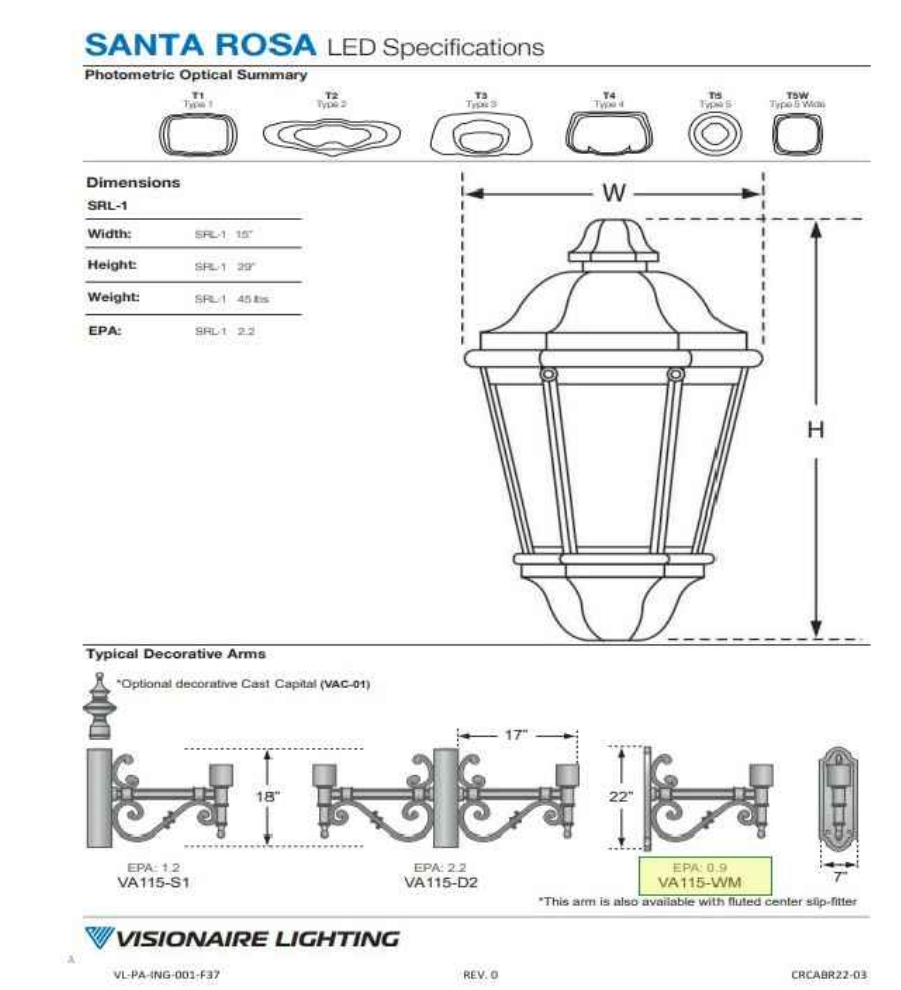
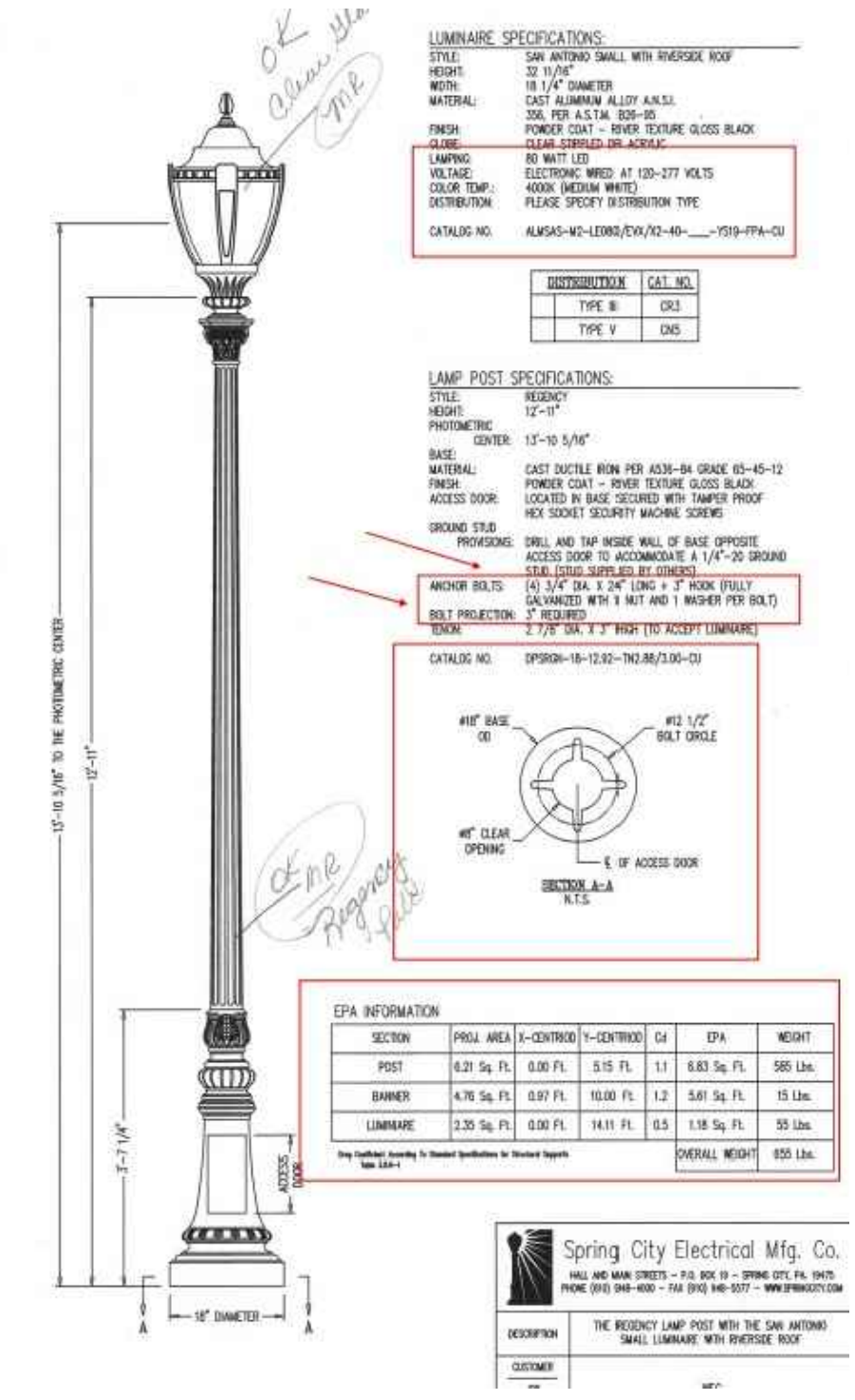


CONFIRM WITH CITY ALL UTILITY CONNECTIONS

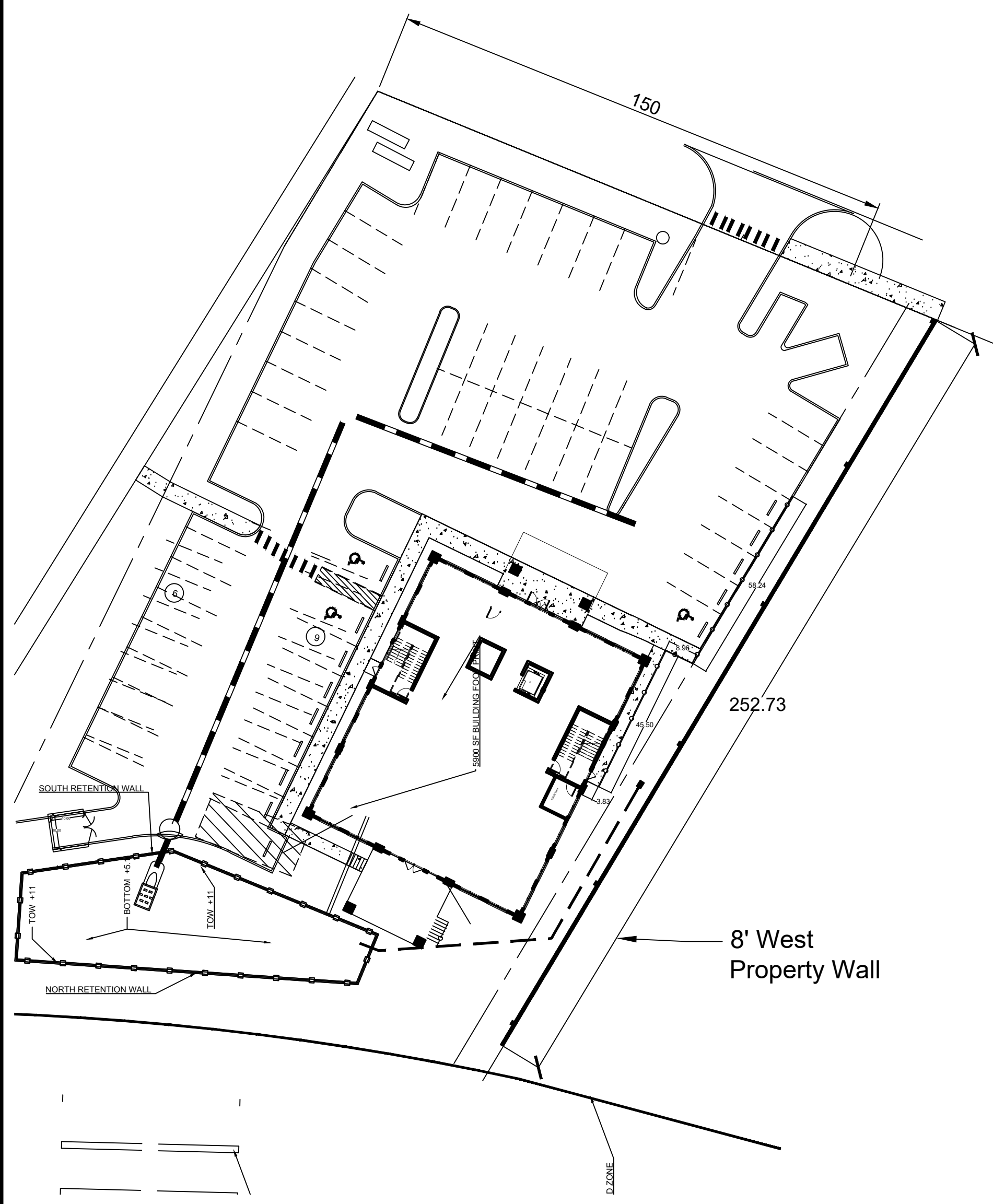


TYP- POLE LIGHT

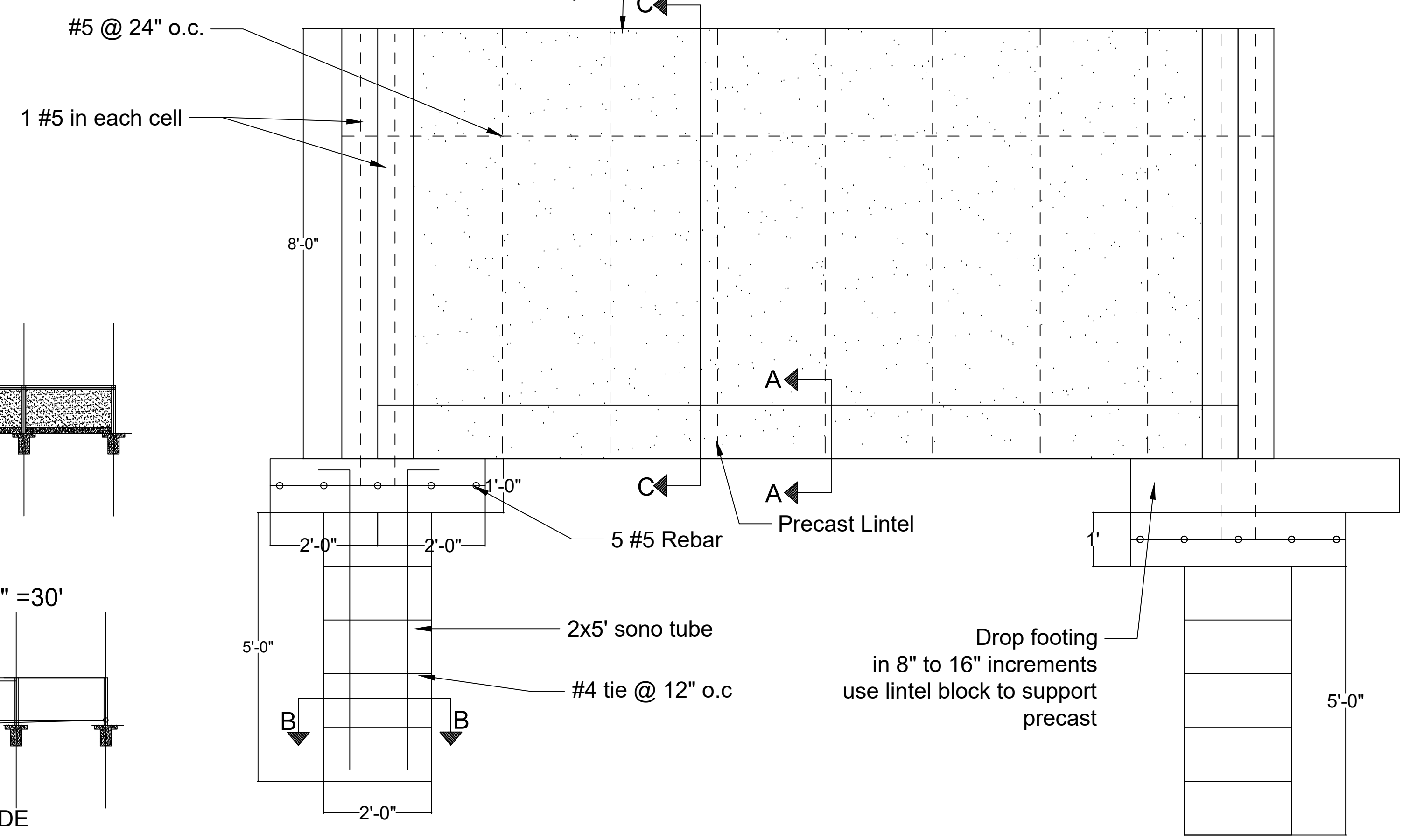
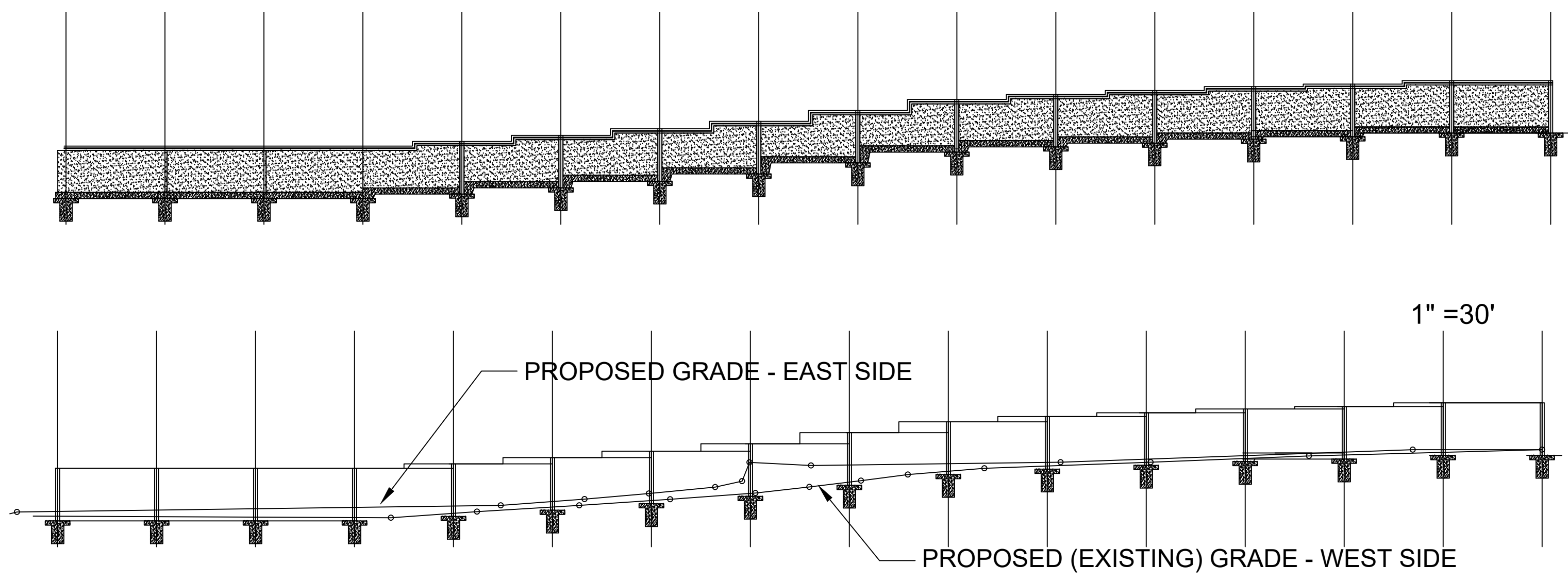
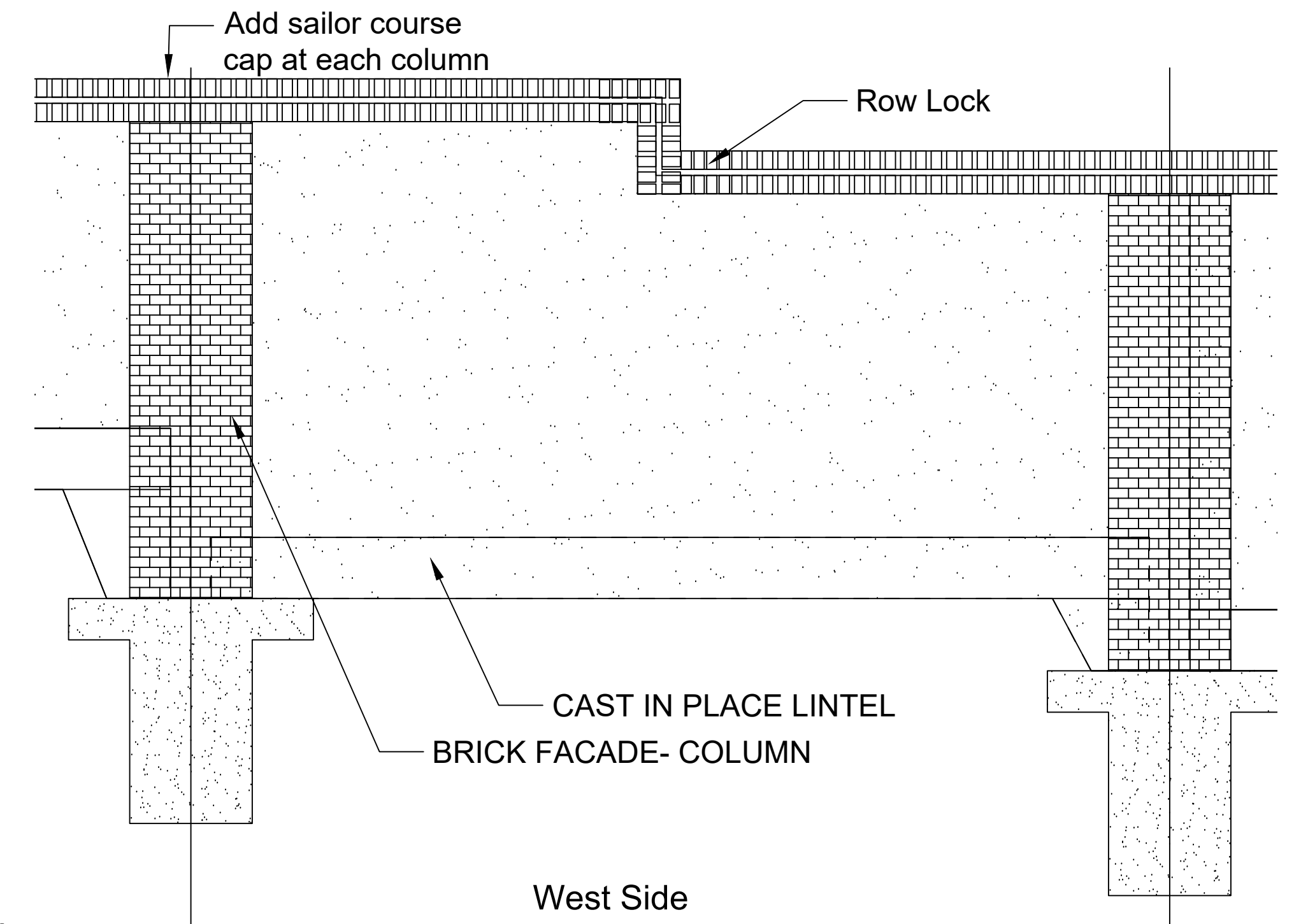
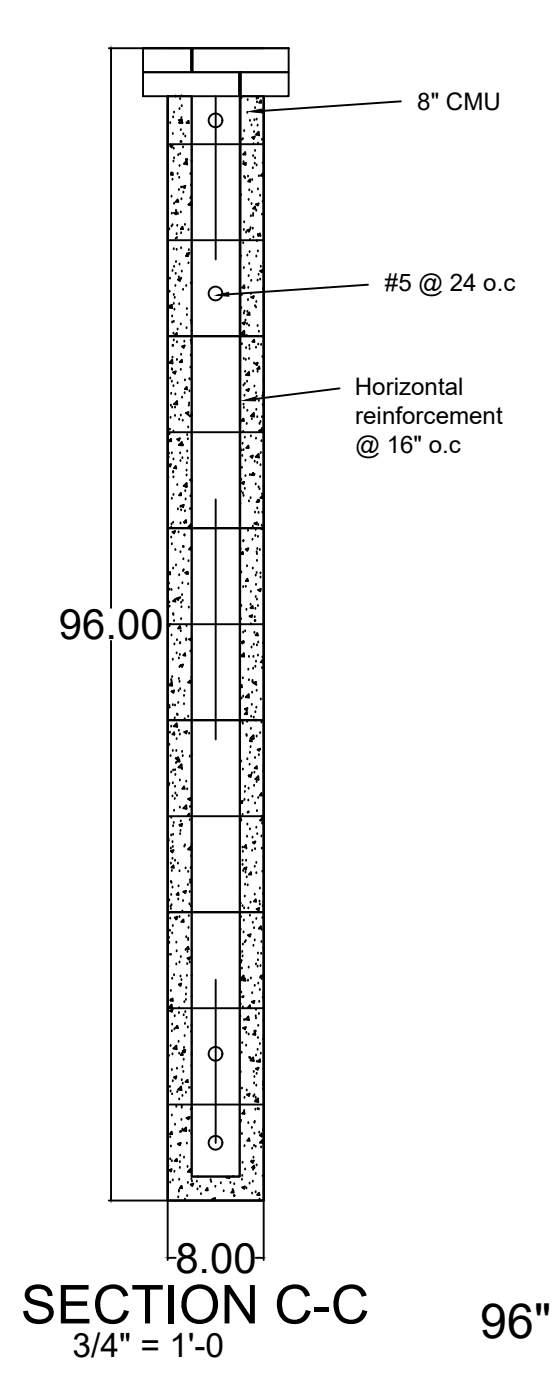
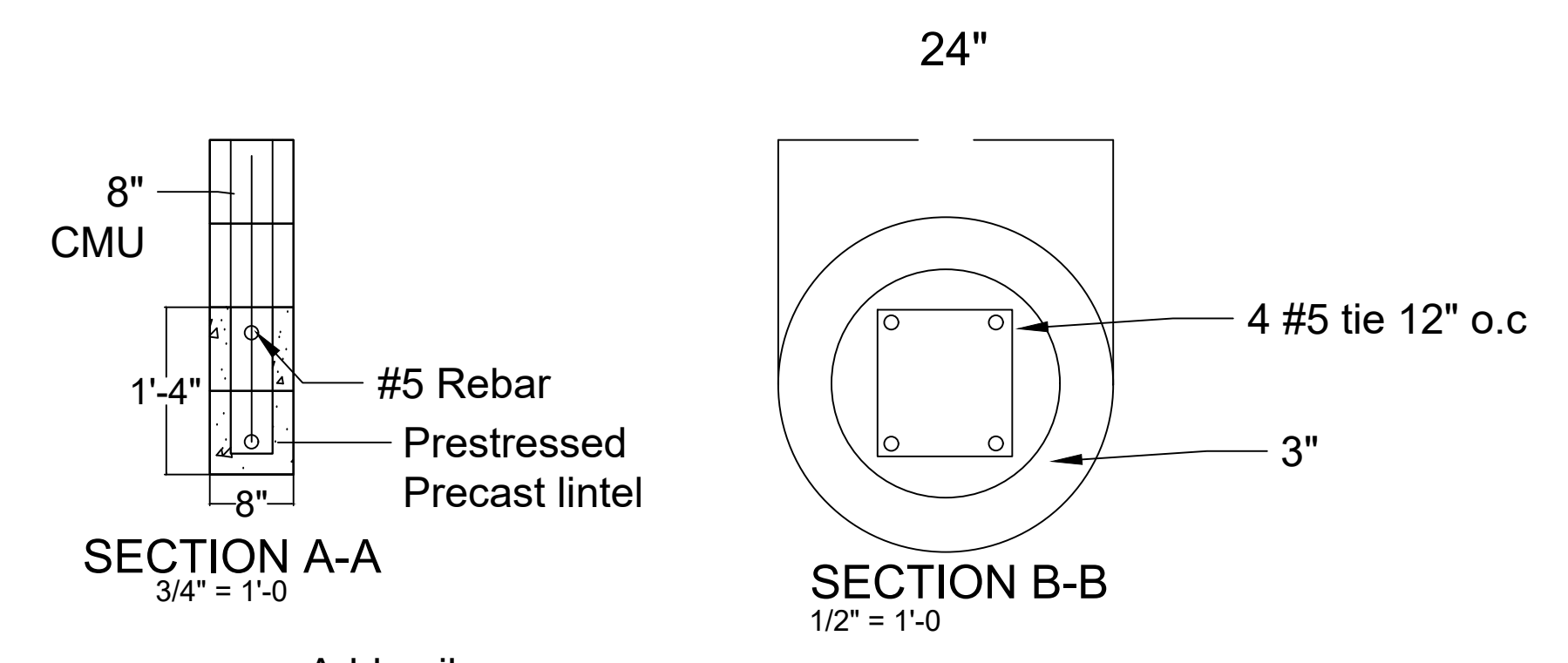
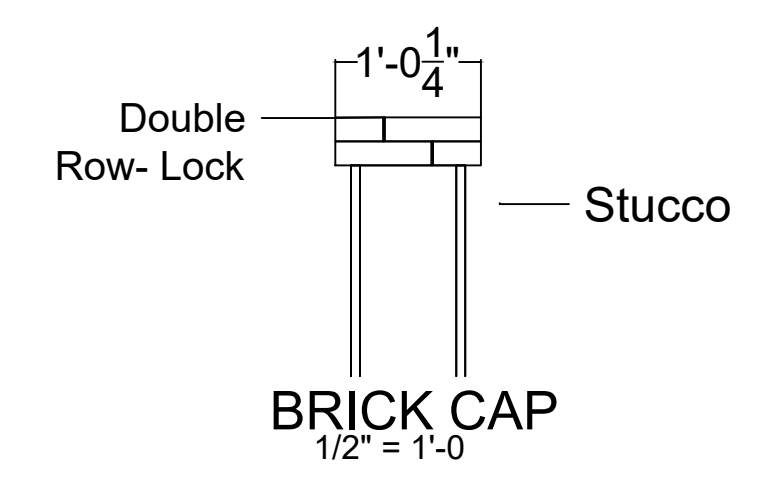
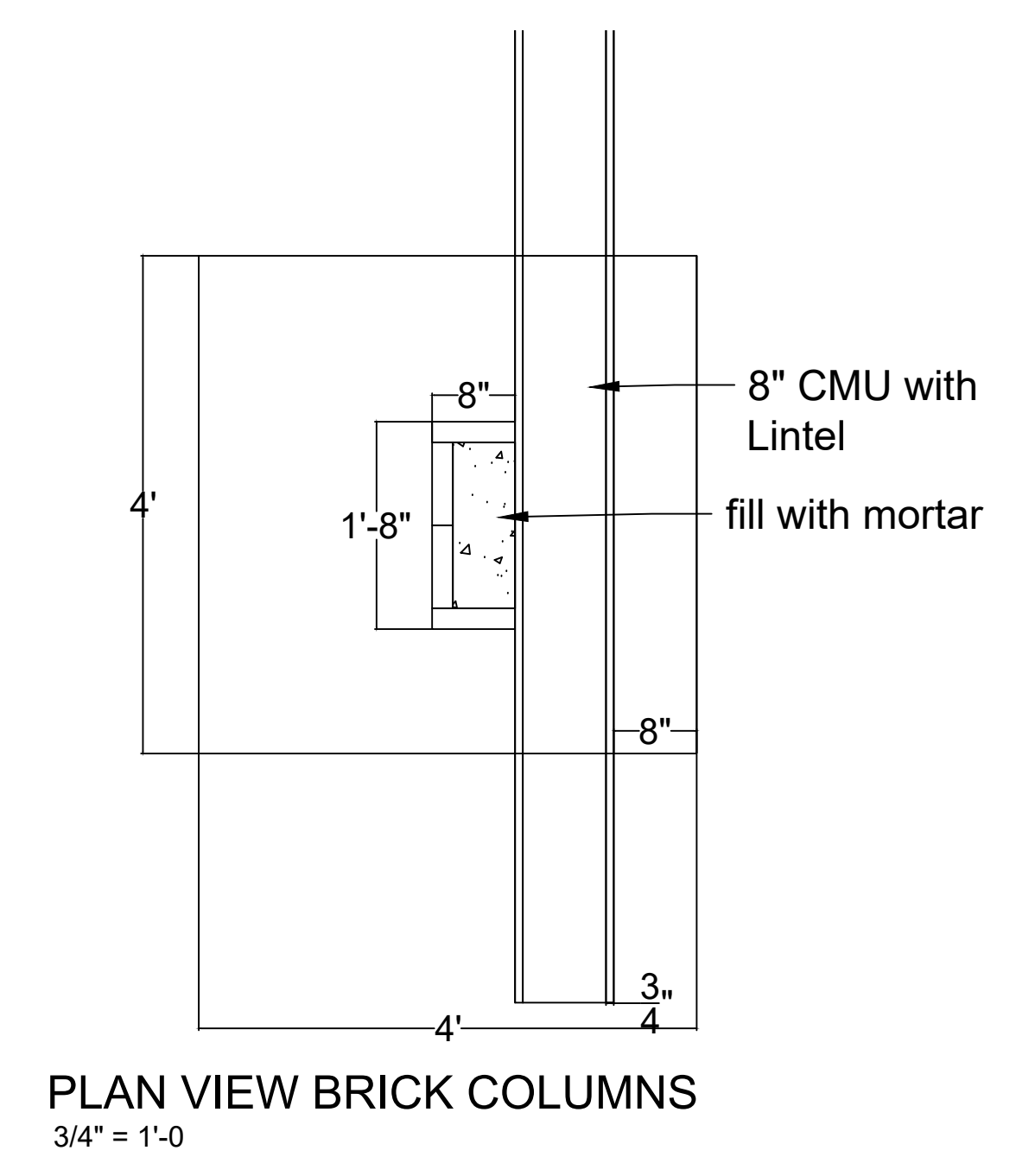
BACK LIT MONUMENT SIGN



WALL MOUNTED CARRIAGE LIGHT



Notes
 See page LSS-2 for general structure notes
 For soil reports, see Legacy Project no. 23-1132.1



CYPRESS MANAGEMENT AND DESIGN
 P.O. BOX 8880 FLEMING ISLAND, FL 32006
 904-759-9576 SITEOP@BELLSOUTH.NET

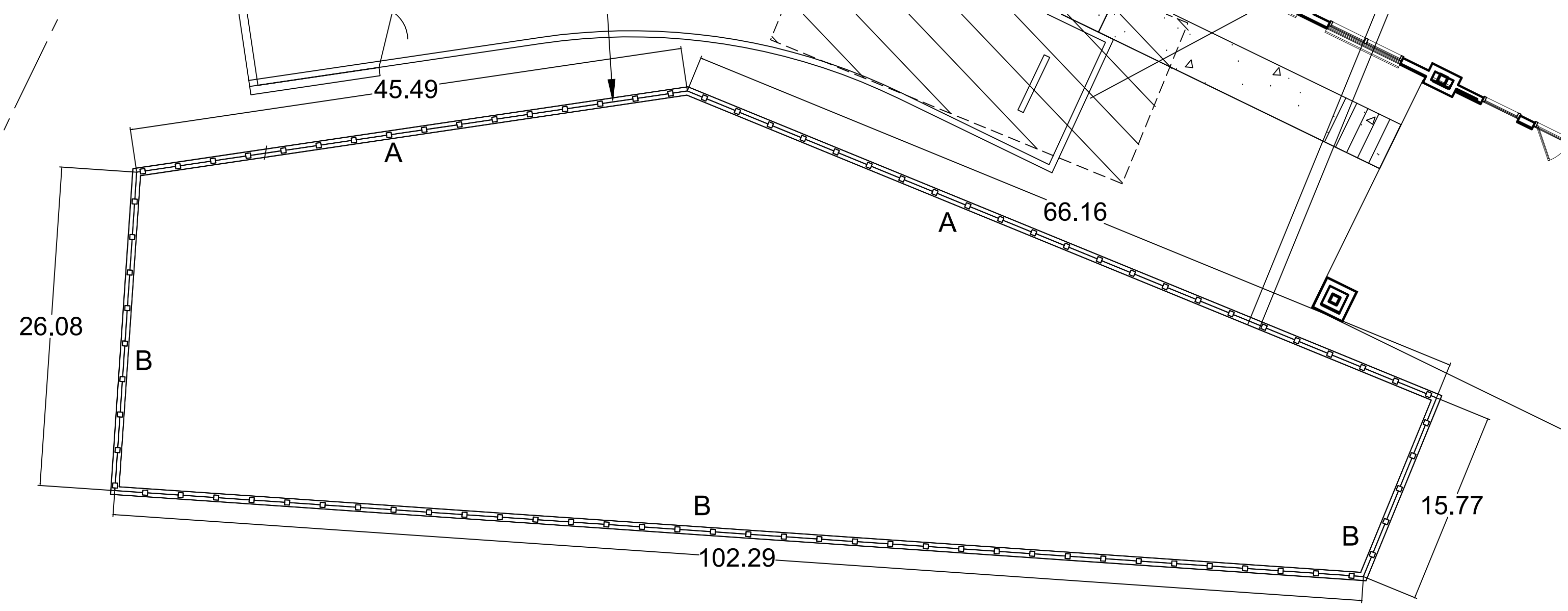
DATE	DATE	DATE

1201 U.S. 17 - OFFICE PLAZA
MASTER SITE WALL PLAN

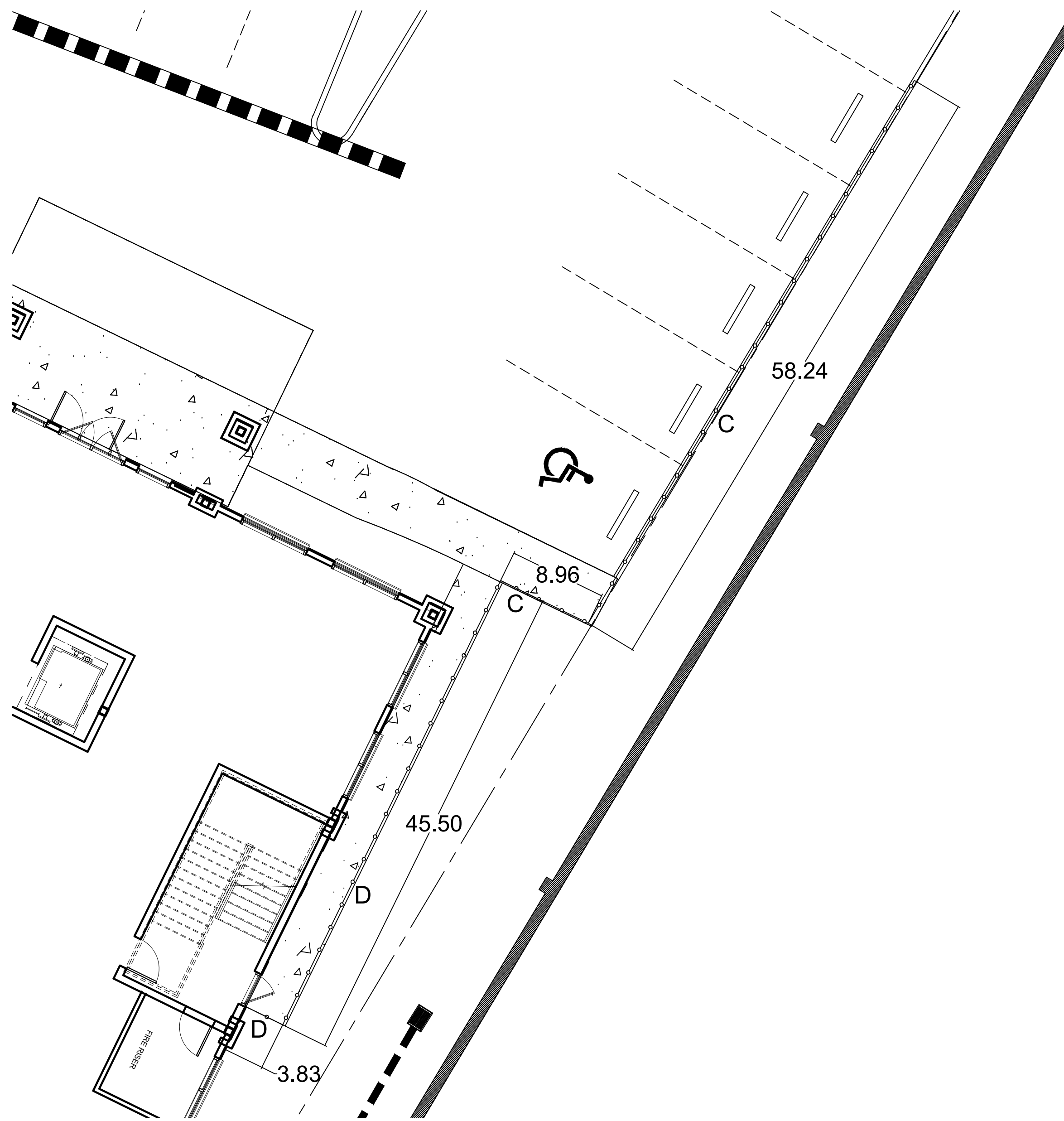
DATE 7-12-2023
 DRAWN BY
 CHKD. BY
 JOB NO.

JAE LEE

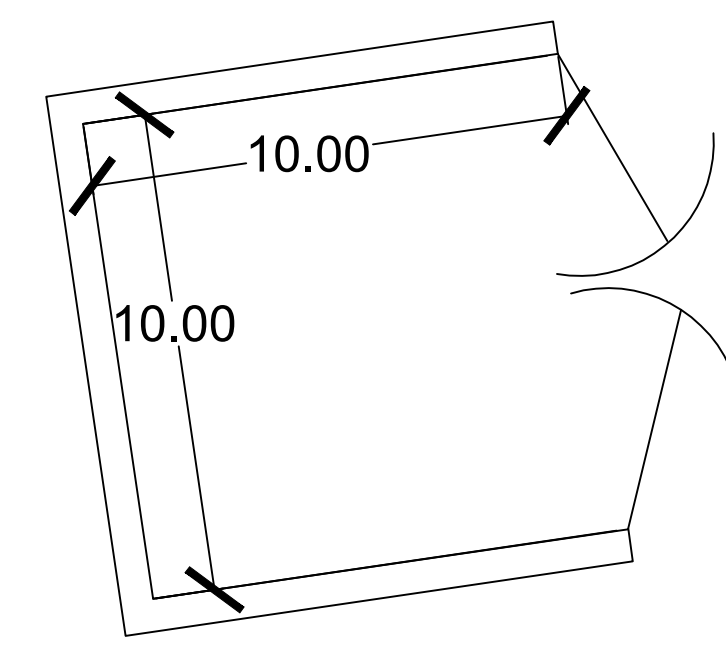
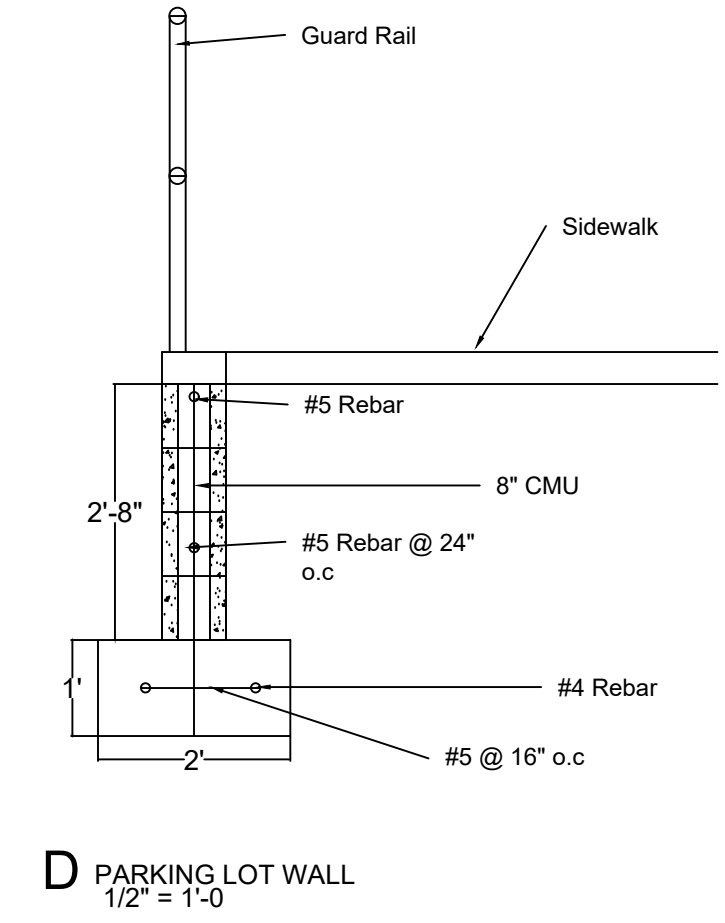
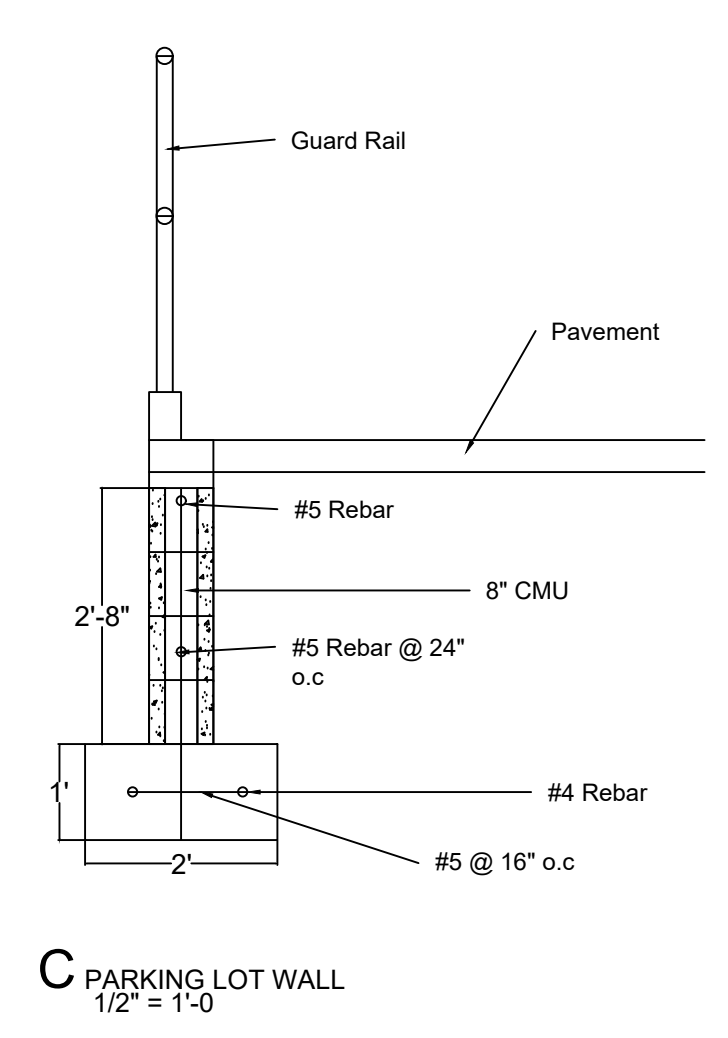
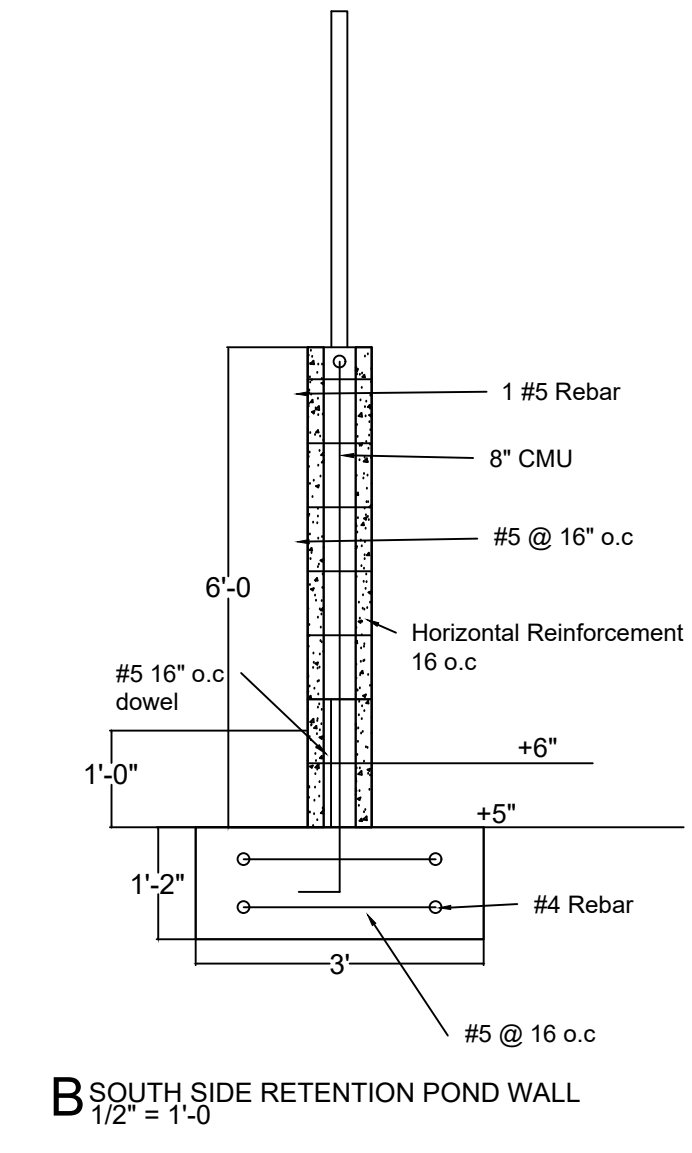
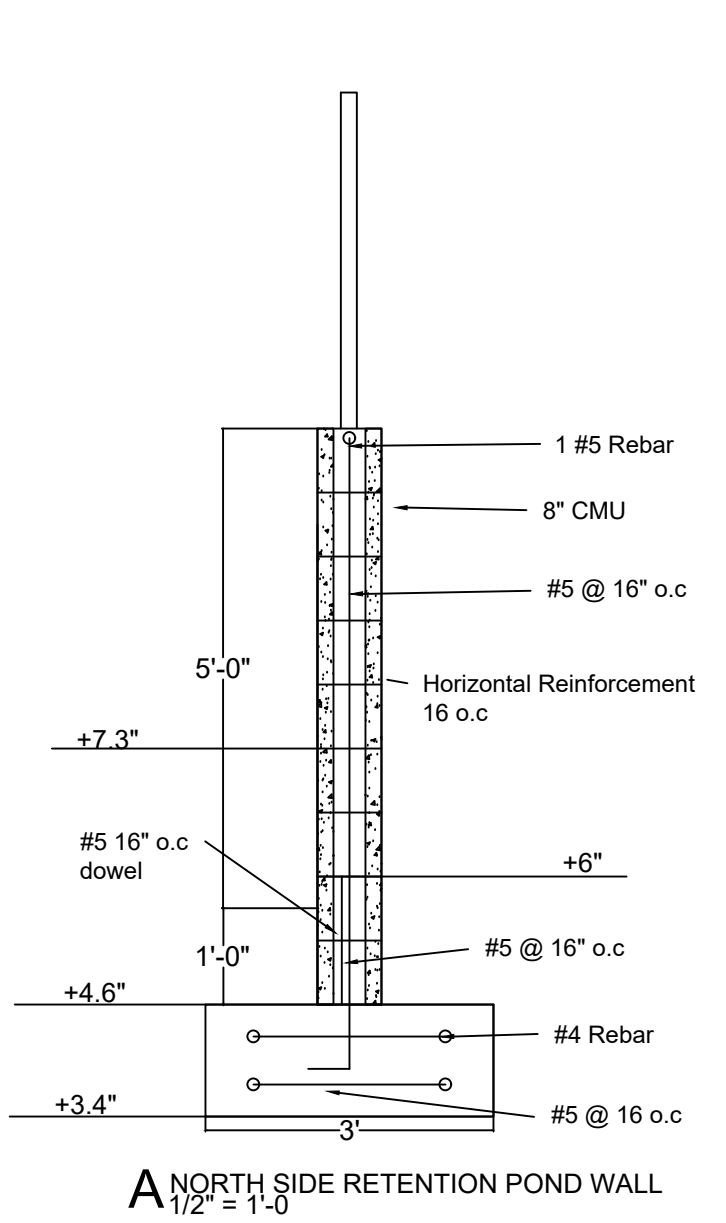
SHT. LSS-1



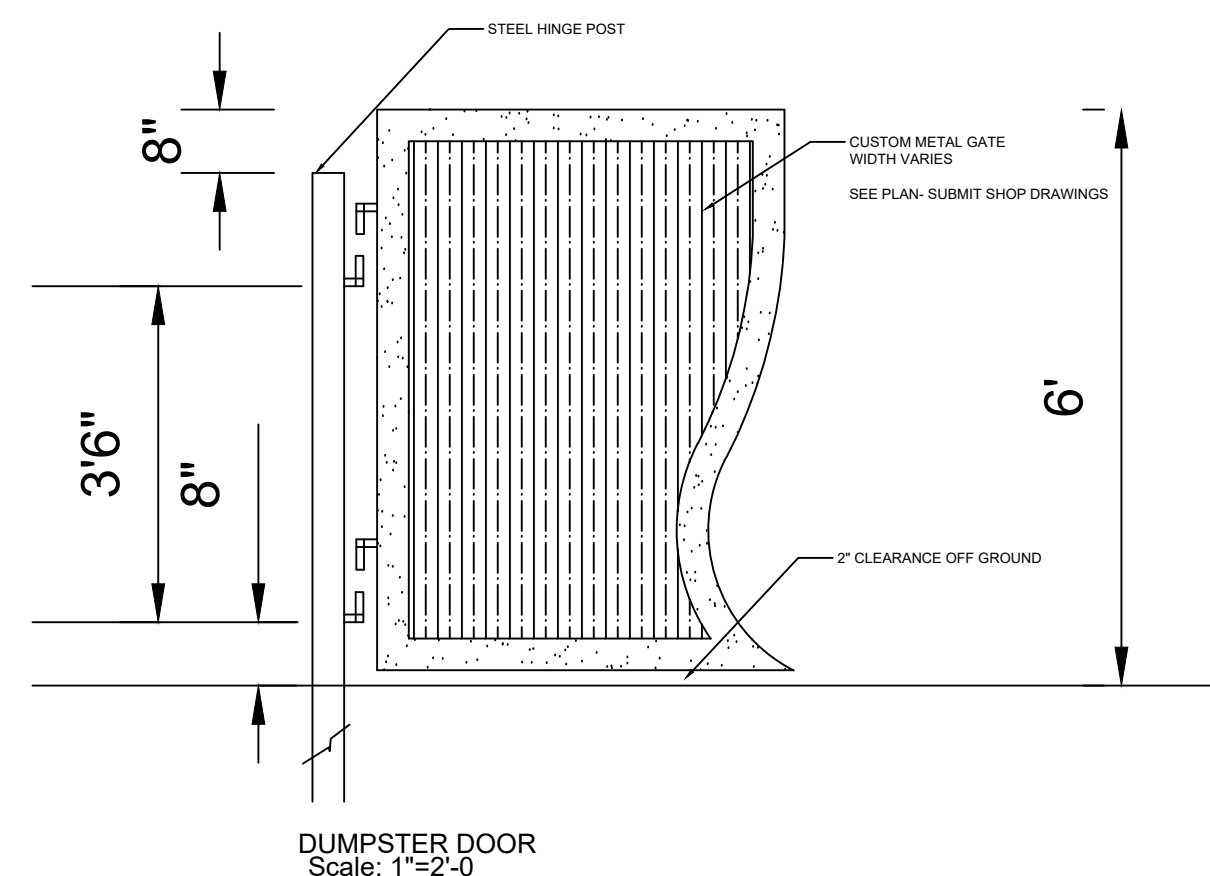
RETENTION WALL
Scale: 1"=8'-0



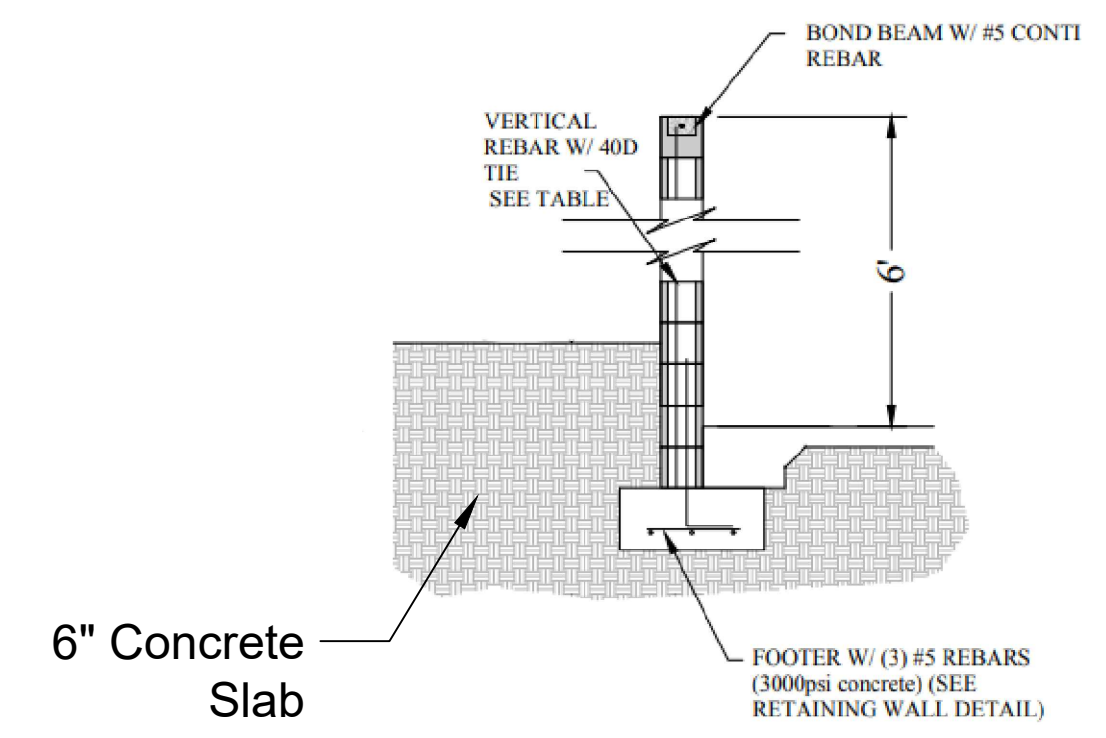
PARKING LOT WALL
Scale: 1"=8'-0



DUMPSTER WALL
Scale: 1"=4'-0



DUMPSTER DOOR
Scale: 1"=2'-0



DUMPSTER WALL
N.T.S

GENERAL STRUCTURAL NOTES

- Codes: Florida Building Code 2020 and American Concrete Institute.
- Wind Load:
Ultimate Design Wind Speed 130
Building Risk Category II
Wind Exposure B
Exposure Open
- Allowable Soil Bearing: 2500 psf
- Soil Compaction:
Soil under slab on grade and foundation shall be compacted to 95% modified proctor max. dry density (ASTM D-1557). Contractor shall submit density test report to Owner or Engineer.
- Materials:
Concrete (Normal weight-28 days) 3000 psi
Reinforcing Bar ASTM A615, Gr 60
Hollow Load Bearing CMU ASTM C90, Gr N-1
- Concrete:
All concrete to be designed as per ACI 318 latest edition.
Footings 3000 psi
Slab on grade 3000 psi
All others 3000 psi
Splices in reinforcing where permitted:
Concrete 50 bar diameter
Masonry 48 bar diameter
Unless shown on drawings, minimum concrete cover for reinforcing:
Cast against earth 3"
Slab on grade centered
Exposed to earth or weather:
#6 thru #11 bars 2"
#5 bars & smaller 1 1/2"
All reinforcing shall be held securely in position with standard accessories in conformance with ACI 315 during placement of concrete.
Epoxy adhesive for fastening bolts, rebar or dowels in concrete shall be Hilti Hit Hy 200 R or A or equal.
- Masonry:
Concrete Masonry Unit ASTM C90, f'm = 1500 psi
Mortar ASTM C270, Type "S"
Grout ASTM C476
All grout shall be a shrinkage compensating pre-mixed type consisting of non-metallic aggregate with a minimum compressive strength of 3000 psi at 28 days.
Masonry reinforcing:
Laps (Typical uon.) 48 bar diameter
Horizontal reinforcing ASTM A-951, 9 ga, min. ladder type at 16" on center
Brick ties & masonry anchors Dur-O-Wall or approved equal
Temporary shoring for all exterior masonry walls shall remain in place and connected eliminating cantilever action of the walls until final connections are completed.

CYPRESS MANAGEMENT
AND DESIGN
P.O. BOX 8880 FLEMING ISLAND, FL 32006
904-759-9576 SITEOP1@BELLSOUTH.NET

DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE

1201 U.S. 17 - OFFICE PLAZA
MASTER SITE WALL PLAN

DATE 7-12-2023
DRAWN BY
CHKD. BY
JOB NO.

Jae Lee

SHT. LSS-2

**PROPOSED OFFICE BUILDING
GREEN COVE SPRINGS, FLORIDA**

**ENVIRONMENTAL RESOURCE
PERMIT APPLICATION**

June 15, 2023

SUMMARY

The proposed project site is located at 310 Orange Avenue in Green Cove Springs, Florida. The project consists of constructing an office building and associated parking and site improvements. The project area is 1.10 acres and, upon completion of the project, will be 75.0% impervious over the whole site. Stormwater treatment will be provided by an onsite retention system that will outfall to Governors Creek.

Treatment volume for the site is included in the proposed dry retention facility. The facility contains **0.21 ac-ft** of treatment volume providing for more than **2.3 inches** of runoff from the site. The nutrient removal efficiency is met in the proposed facility. The retention facility includes an internal control weir at elevation 8.1'. Overflow from the facility is to Governors Creek.

Calculations, which follow, show that the proposed pond and its' controls will attenuate the peak flow rate for the 25 year, 24-hour storm to **2.3 cfs** with **0.6'** of freeboard compared to a peak pre-development flow calculated to be **2.3 cfs**.

There are no wetlands on the site.

BCE Ref. No. 23-004

Respectfully submitted,

Colin D. Groff, PE

SUPPORTING INFORMATION

I. SITE INFORMATION

Area maps and soils data are included in this report.

II. ENVIRONMENTAL CONSIDERATIONS

The proposed project will not impact any jurisdictional wetlands.

III. PLANS

The plans for the project are submitted herewith.

IV. CONSTRUCTION TECHNIQUES

All contractors working on this project will be bound by strict specifications with regard to erosion and siltation control, with limits on turbidity. Dewatering of work areas will be limited in time and discharge will be to temporary sediment traps. Record drawings will be required from the Contractor. Certification of permit conformance will be by the Owner's consulting engineer.

V. OPERATION & MAINTENANCE

The developed land will be under the ownership and control of the owner. Routine maintenance will include mowing the area and checking for erosion after significant storm events. Eroded areas will be revegetated when necessary.

VI. WATER USE

The site will be served by City of Green Cove Springs for both potable water and wastewater disposal.

The project is not expected to require any Consumptive Use or Water Use permitting.



**REPORT OF GEOTECHNICAL EXPLORATION
KNIGHT CENTER
GREEN COVE SPRINGS, FLORIDA
LEGACY PROJECT NO. 23-1132.1**

Prepared for:

Mr. Robert Hartwig
R. Hartwig Construction, LLC
P.O. Box 10193
Fleming Island

Prepared by:

Legacy Engineering, Inc.
6415 Greenland Road
Jacksonville, Florida 32258
Phone: 904.721.1100
www.legacyengineering.com

June 15, 2023



June 15, 2023

Mr. Robert Hartwig
R. Hartwig Construction, LLC
P.O. Box 10193
Fleming Island 32006

Report of Geotechnical Exploration and Engineering Services
Knight Center
Governor's Street and US 17
Green Cove Springs, Florida
Legacy Project No. 23-1132.1

Dear Mr. Hartwig:

As you have requested and authorized, Legacy Engineering, Inc. has completed a preliminary geotechnical exploration for the subject project. The exploration was performed to evaluate the general subsurface conditions within the proposed building areas and to provide guidelines to facilitate foundation support, earthwork preparation, pavement design, drainage, and retaining wall design.

We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project. If you have any questions, or if we may be of any further service, please contact us.

Sincerely:
Legacy Engineering, Inc.

Joseph Aganon, E.I.
Geotechnical Engineer

Lewis E. Hay, P.E.
Senior Geotechnical Engineer
Licensed, Florida No. 48098

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1.0 PROJECT INFORMATION

1.1 Site Location and Description

The site of the subject project is located directly southwest of the intersection of Governor Street and Highway 17 in Green Cove Springs, Florida. West of the site lies the St. Johns River while the east and north are bounded by Governor Street and Highway 17, respectively. To the south of the site are residential structures. The site topography sloped down toward the west Governor's Street to the St. Johns River. Topographic relief across the site is approximately 12 feet. The topographic relief across the proposed building area is approximately 8 feet.

1.2 Project Description

Project information was provided through correspondence with Mr. Robert Hartwig of R. Hartwig Construction, LLC. We were provided with a copy of the Site Layout Plan/Preliminary Site Plan dated May 9, 2023, prepared by Cypress Management and Design. The provided document shows the layout of the proposed construction, property boundary limits, and adjacent roadways.

Based on the information provided to us, we understand the proposed project will consist of constructing a 3-story, 5,900 square foot concrete block building at the subject site. We also understand that a stormwater retention pond will be contained within concrete block walls. We also understand an 8-foot concrete block retaining wall will be constructed along the west side of the property. It is desired to perform a geotechnical exploration to provide recommendations for foundation design, building support, pavement design, drainage design and retaining wall design. We have not been provided with the structural loading information for the proposed building at this time; however, we have assumed that wall and individual column loads will not exceed 4 klf and 60 kips, respectively. Soil supported floor loads are not expected to exceed 50 psf. We have also assumed that earthwork cuts and fills for the site will be limited to approximately 5 feet or less.

2.0 FIELD EXPLORATION

2.1 Soil Borings

In order to explore the subsurface conditions throughout the area of the proposed building, two (2) Standard Penetration Test (SPT) borings (B1 to B2) were drilled to a depth of 25 feet below the existing grades. Within the areas of the retaining wall and parking and driveway areas, we will drilled five (5) auger borings to depths of 5 and 6 feet each. Auger boring A1 was terminated at feet due to borehole instability associated with the groundwater conditions. Within the area of the proposed stormwater management pond, we drilled two (2) SPT borings to a depth of 15 feet each. The borings were located using a hand-held differentially corrected Global Positioning System (GPS) unit and should be considered accurate to the degree implied by the method utilized. The SPT and auger borings were conducted in accordance with ASTM D 1586 and ASTM D 1452, respectively. The subsurface conditions encountered at each boring

location, and the recorded groundwater levels, are presented on the Generalized Soil Profile and Boring Records in Appendix A.

2.2 Relatively Undisturbed Soil Samples

Two (2) relatively undisturbed soil samples (Shelby Tubes) were obtained from the upper 18 to 24 inches between the pond boring locations for the purpose of performing permeability (hydraulic conductivity) testing. The soil samples were obtained using a thin-walled, 3-inch O.D., 16 gauge tube (Shelby tube). One tube was oriented vertically, and one tube was oriented horizontally at the boring location. The Shelby tubes were carefully removed from the ground, secured and transported to our laboratory for permeability testing. The sampling procedure is described by ASTM D 1587.

3.0 LABORATORY TESTING

3.1 Index Testing

Soil samples recovered during the field exploration were visually classified in accordance with ASTM D 2488. Limited laboratory testing consisted of fines content, moisture content and organic content tests to assist in classification and estimation of soil properties. The results of the testing are presented on the Boring Records in Appendix A.

3.2 Permeability Testing

Permeability (hydraulic conductivity) tests were conducted on the undisturbed soil samples to estimate the permeability coefficients of the soil. The coefficient of permeability is a measure of a soil's ability to transmit water under hydraulic loading conditions. It typically is a required input parameter for groundwater modeling, such as dry pond recoveries, background seepage, etc. The laboratory permeability test is typically conducted by placing the undisturbed soil sample in a permeameter, and while in the permeameter, the soil sample is subjected to differential hydraulic loading over a period of time. The volume of water that is transmitted through the soil sample is recorded, and along with the known hydraulic loading conditions, Darcy's law is utilized to calculate the permeability coefficient. The permeability coefficients are shown on the drainage recommendations (Section 5.0).

4.0 GENERAL SUBSURFACE CONDITIONS

4.1 General Soil Profile

The boring locations and general subsurface conditions that were encountered are graphically illustrated on the Field Exploration Plan and Generalized Soil Profile in Appendix A. A detailed description of the subsurface conditions encountered is presented on the Test Boring and Auger Boring Records in Appendix A. When reviewing these records, it should be understood that the soil conditions may change significantly between and away from the boring locations. The following discussion summarizes the soil conditions encountered.

Beneath 3 to 4 inches of topsoil, the SPT borings in the building area encountered loose to firm fine sands (SP) and fine sands with silt (SP-SM) to a depth of 11.5 to 12.5 feet. Firm to very dense clayey fine sands (SC) were then penetrated to the boring termination depths of 25 feet.

Below 4 inches of topsoil, the SPT borings in the proposed stormwater retention pond area encountered very loose to very firm fine sands (SP), very loose to loose fine sands with silt (SP-SM) and firm silty fine sands (SM) to the boring termination depth of 15 feet below the existing grades. An exception to this general soil profile occurred at boring PB1 where brick fragments were penetrated between 3 and 4 feet.

Below 4 to 6 inches of topsoil, the auger borings in the pavement and retaining wall areas penetrated fine sands (SP) and fine sands with silt (SP-SM) to the boring termination depths of 5 to 6 feet.

4.2 Groundwater Level

The groundwater level was measured at the boring locations, subsequent to boring completion, at depths of 3.3 to 5.0 feet below the existing site grades. The depth of the groundwater level encountered at each boring location is presented on the Generalized Soil Profile and the Test Boring Records in Appendix A.

The groundwater table will fluctuate depending on seasonal rainfall activity, tidal fluctuations, seasonal variations, adjacent construction, surface water runoff, etc. Should rainfall intensity exceed normal quantities or should other variables that affect the seasonal high groundwater level be altered, the groundwater profile at the site could change significantly. The seasonal high groundwater table at this site is anticipated to range from 1 to 4.5 feet below the existing grade and will vary with the site topography.

5.0 DRAINAGE RECOMMENDATIONS

5.1 Drainage Parameters

The following parameters presented in the table below can be utilized for drainage design. A factor of safety of at least 2 should be utilized for design purposes. The permeability rates for the fine sands in the construction areas are presented in the table below.

Sample Location	Aquifer Depth ⁽¹⁾	Estimated Seasonal High Ground Water Depth ⁽¹⁾	Horizontal Permeability Rate	Vertical Permeability Rate
ST1	15 ft ⁽²⁾	2.0 feet ⁽¹⁾	29.8 ft/day	27.5 ft/day

(1) Depth below grade, at the boring location, existing at time of exploration.

(2) Aquifer depth limited to boring termination depth.

6.0 BUILDING AREA RECOMMENDATIONS

6.1 General

The following preliminary recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the structural loads, construction locations, or grading information change from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

Please report to us any conditions encountered during construction that were not observed during the performance of the borings. We will review, and provide additional evaluation as required.

The loose sandy soils encountered by the borings will require surface compaction with a vibratory drum roller prior to the placement of any elevating fill.

6.2 Building Foundations

Based on the results of the subsurface exploration, we consider the subsurface conditions at the site adaptable for support of the proposed building on a properly designed and constructed conventional shallow foundation system. Provided the soils are prepared in accordance with the Site Preparation Section (Section 6.3) of this report, the following parameters may be used for foundation design.

6.2.1 Bearing Pressure

The maximum allowable net soil bearing pressure for shallow foundations should not exceed 2,500 pounds per square foot (psf). Net bearing pressure is defined as the soil bearing pressure at the base of the foundation in excess of the natural overburden pressure. The foundations should be designed based upon the maximum load that could be imposed by all loading conditions.

6.2.2 Foundation Size

The minimum widths recommended for any isolated column footing and continuous wall footings are 24 inches and 18 inches, respectively. Even though the maximum allowable soil bearing pressure may not be fully achieved, these width recommendations should control the size of the foundations.

6.2.3 Bearing Depth

The exterior foundations should bear at a depth of at least 18 inches below the finished exterior grades and the interior footings should bear at a depth of at least 18 inches below the finish floor elevation to provide confinement to the bearing level soils. We recommend stormwater and surface water be diverted away from the building exterior, both during and after construction, to reduce the possibility of erosion adjacent to the exterior footings.

6.2.4 Bearing Material

The foundations may bear on compacted existing or structural fill/backfill. The bearing level soils, after compaction, should exhibit densities of at least 95 percent of the maximum dry density as determined by ASTM D 1557 (Modified Proctor), to the depth described subsequently in the Site Preparation section of the report. In addition to compaction, the bearing soils must exhibit stability and be free of "pumping" conditions.

6.2.5 Settlement Estimates

Post-construction settlement of the structure will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundations; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from offsite sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

Our settlement estimate for the structure is based upon adherence to the site preparation recommendations presented later in this report. Any deviation from these recommendations could result in an increase in the post-construction settlement of the structure.

Due to the sandy nature of the site soils, we expect a significant portion of anticipated settlement to be elastic in nature. This settlement is expected to occur rapidly, upon application of the fill and dead loads during and immediately following construction. Using the recommended maximum bearing pressure, the assumed maximum structural loads presented in this report, and the field and laboratory test data which we have correlated to the strength and compressibility characteristics of the subsurface soils, we estimate the total settlement of the structure will be on the order of one inch or less.

Differential settlement results from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. Based on the subsurface conditions as determined by the borings, it is anticipated that differential settlement will be approximately one-half of the total settlement.

6.3 Site Preparation for Shallow Foundations

We recommend the following site preparation guidelines for the foundation areas:

1. Prior to construction, the location of any existing underground utility lines within the construction area should be established. Provisions should then be made to relocate interfering utilities to appropriate locations. It should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which may subsequently lead to excessive settlement of the overlying structure.

-
2. Implement temporary groundwater control measures, as required. The groundwater should be maintained at least two feet below the depth of any excavations required during construction and two feet below compacted surfaces. Temporary groundwater control measures should be the responsibility of the contractor.
 3. Strip the proposed construction limits of all grass, roots, topsoil and other deleterious materials within and 5 feet beyond the perimeter of the proposed structure and pavement areas. Expect initial clearing and grubbing depths to be on the order of 4 inches more or less. Some areas may require more than 12 inches of stripping to remove concentrated root zones whereas other areas may require less than 4 inches.
 4. Compact the exposed soil surface using a medium-weight vibratory drum roller (3 to 4-foot drum diameter and 4 to 6 tons static weight) until density test results equivalent to at least 95 percent of the Modified Proctor Test (ASTM D 1557) maximum dry density are uniformly achieved to a depth of at least 12 inches. We recommend making at least eight to ten overlapping coverages of the building area in perpendicular directions with the roller in order to increase the density and improve the uniformity of the underlying loose sandy soils. The soils should exhibit moisture contents within 2 percent of the optimum moisture content as determined by the Modified Proctor Test (ASTM D 1557) at the time of compaction.

Should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.

5. Place any required structural fill to grade in loose lifts not exceeding a thickness of 12 inches when using the roller described above. Compact each lift until the density test results equivalent to at least 95 percent of the Modified Proctor maximum dry density (ASTM D 1557) have been achieved.
6. Test the compacted surface for density at a minimum of one test location per 2,500 square feet of the proposed building area (minimum of three test locations).
7. Excavate, compact and test footing excavations for density to a depth of one foot below the foundation bearing level. We recommend that you perform one density test per every 100 feet of wall footing, and test one out of every four column footings. Compaction operations in confined areas, such as footing excavations, can best be performed with a lightweight vibratory sled or other hand-held compaction equipment.

7.0 PAVEMENT RECOMMENDATIONS

7.1 General

We understand the subject project will utilize a flexible asphaltic concrete pavement section. In the following sections, we have presented our recommendations to guide pavement design and site preparation.

7.2 Pavement Section Recommendations

Our recommendations for pavement sections are presented below. Detailed traffic loading conditions were not available; therefore, we have provided pavement sections which can accommodate loading conditions typical of the subject construction over a design life of 20 years. The light duty pavement sections are based on 500,000 Equivalent Single Axle Loads (ESALs) of 18 kips. The heavy-duty pavement sections are based on 1,500,000 ESALs.

Pavement Section	Asphalt ⁽¹⁾ Thickness (in)	Base Course ⁽²⁾ Thickness (in)	Stabilized ⁽³⁾ Subgrade (in)
Light Duty Asphalt	1.5	6.0	12
Heavy Duty Asphalt	2.0	8.0	12

- 1) Flexible pavement should consist of FDOT SP 9.5 or SP 12.5 mix.
- 2) Base course should consist of limerock exhibiting an LBR of at least 100, or crushed concrete exhibiting an LBR of at least 130. Limerock and crushed concrete base course materials and gradations should conform to FDOT Standard Specifications for Road and Bridge Construction Sections 911 and 204, respectively.
- 3) Stabilized subgrade should exhibit an LBR of at least 40.

7.3 Site Preparation for Pavements

We recommend the following site preparation guidelines for pavement construction:

1. Prior to construction, the location of any existing underground utility lines within the construction area should be established. Provisions should then be made to relocate interfering utilities to appropriate locations. It should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which may subsequently lead to excessive settlement.
2. Implement temporary groundwater control measures, as required. The groundwater should be maintained at least two feet below the depth of any excavations required during construction and two feet below compacted surfaces. Temporary groundwater control measures should be the responsibility of the contractor.

-
3. Strip the proposed construction limits of all grass, roots, topsoil, and other deleterious materials within, and 3 feet beyond, the proposed pavement limits. Expect initial clearing and grubbing to depths of approximately 4 inches more or less.
 4. After stripping and grubbing, compact the exposed soil surface with a medium-weight vibratory drum roller (3 to 4-foot drum diameter and 5 to 7 tons static weight until densities of at least 95 percent of the modified Proctor maximum dry density (ASTM D 1557) are achieved to a depth of at least one foot below the exposed surface with the exception that densities of at least 98 percent should be obtained in the upper 12 inches below the base course. We recommend the compacted soils exhibit moisture contents within 2 percent of the optimum moisture content as determined by the Modified Proctor Test (ASTM D 1557).

Again, should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.

5. Test the compacted surface for density at a frequency of not less than one test location per 10,000 square feet of pavement area or one test per 300 linear feet of roadway.
6. Place any required structural fill to grade in the pavement areas in loose lifts not exceeding 12 inches. Compact each lift until densities of at least 95 percent of the Modified Proctor maximum dry density (ASTM D 1557) have been achieved within each lift of the compacted structural fill, with the exception that densities of at least 98 percent should be obtained in the upper 12 inches below pavement base course. Structural fill and backfill is typically defined as non-plastic, inorganic, granular soil having less than 10 percent material passing the No. 200 mesh sieve (relatively clean sand). Typically, the material should exhibit moisture contents within 2 percent of the Modified Proctor optimum moisture content (ASTM D 1557) during the compaction operations.
7. Perform density tests within each lift of fill at a frequency of not less than one test location per 10,000 square feet of pavement area or one test per 300 linear feet of roadway.
8. Place and compact base course until density test results of at least 100 percent of the modified Proctor maximum dry density are achieved. Compaction operations should be conducted with the drum roller noted above.
9. Perform density tests within the base course at a frequency of not less than one test location per 10,000 square feet of pavement area or 300 linear feet of roadway.



7.4 Additional Pavement Considerations

7.4.1 Asphaltic Concrete Pavement

Asphaltic concrete mixes should be a current FDOT approved design of the materials used. Samples of the materials delivered to the project should be tested to verify that the aggregate gradation and asphalt content satisfies the mix design requirements.

After placement and field compaction, core the wearing surface to evaluate material thickness and to perform laboratory density tests on the compacted asphalt. Obtain cores at frequencies of at least one core per 3,000 square feet of placed pavement, or a minimum of two cores per day of production.

7.4.2 Groundwater Separation

Groundwater, if not maintained below the base course an adequate distance, can result in weakened subgrade and base course soils, and therefore a greatly reduced pavement life. It is recommended the seasonal high groundwater level be maintained at least 24 inches below base courses. If the recommended vertical separation cannot be achieved through grading or permanent surface drainage improvements, underdrains can be considered to maintain the groundwater level at the recommended depths.

8.0 RETAINING WALL DESIGN

8.1 Lateral Earth Parameters

The table below provides soil parameters that can be utilized by the wall designer for the sheet piling/wall support. A suitable factor of safety should be utilized for the retaining wall design.

LATERAL EARTH PRESSURES

Soil Depth (ft)	Dry Unit Weight (pcf)	Saturated Unit Weight (pcf)	Buoyant Unit Weight (pcf)	K_a	K_p	K_o	Φ (degrees)	C (psf)	δ
Fill	110	122	60	0.31	3.25	0.47	32	0	20
0-6	105	117	55	0.33	3.0	0.50	30	0	20

- K_a = coefficient of active lateral earth pressure
- K_p = coefficient of passive lateral earth pressure
- K_o = coefficient of at-rest lateral earth pressure
- Φ = angle of internal friction
- C = cohesion
- δ = wall friction angle

The retaining wall should be installed to a sufficient depth below the mudline to ensure stability and prevent toe failures. A heavy, non-woven geotextile can be placed against the face of the retaining wall to prevent the migration of sandy backfill soils through construction joints. Fill and backfill placed behind the wall should be placed in uniform 4 to 6-inch loose lifts and compacted

to a minimum density of 95 percent of the Modified Proctor maximum dry density using light-weight walk-behind vibratory compactors. To minimize the lateral earth stresses imparted to the retaining wall, over compaction should be avoided and larger compaction equipment should not be used within 5 lateral feet of the wall. Larger vibratory rollers should be operated in static mode when utilized near the retaining wall. We recommend the soil, at the time of compaction, exhibit moisture contents within 2 percent of the soil optimum moisture content as determined by the Modified Proctor Test (ASTM D 1557).

8.2 Hydrostatic Pressure

The designer should consider the potential effects of hydrostatic pressure exerted by groundwater on the retaining walls. To help reduce significant hydrostatic pressure on the walls, a wall drain could be placed near the base of the walls. A number of commercially available geosynthetic composite drainage systems are available for retaining wall designs. Clean backfill should be utilized within five feet of the wall, thereby improving drainage. Structural fill and backfill is typically defined as non-plastic, inorganic, granular soil having less than 10 percent material passing the No. 200 mesh sieve (relatively clean sand). The drain should collect the groundwater and positively convey it away from the wall. It is recommended clean-outs be utilized so periodic maintenance of the drains can be conducted.

9.0 RETENTION POND RECOMMENDATIONS

9.1 General

The drainage system includes a stormwater retention pond. Based on the size of the proposed pond, suitable soils excavated for the pond construction can be a fill source for site development.

9.2 Borrow Suitability

The borings in the pond area were intended, in part, to provide an indication of the suitability of the soils for use as structural fill and backfill. The fine sands (SP) and fine sands with silt (SP-SM) are suitable for use as structural fill and backfill material. The fine sands typically exhibit higher permeability rates than the fine sands with silt, and therefore, are more desirable for use in areas requiring substantial drainage potential.

We recommend that soils containing bricks or brick rubble (see boring PB1) be segregated for disposal during the pond excavation. In addition, the fine sand with silt and organics penetrated from 5.5 to 9.5 feet in boring PB2 should also be segregated for disposal due to elevated organic content. The silty fine sands (SM) encountered below a depth of 11.5 feet in boring PB2 should not be used as structural due to moisture sensitivity associated with an elevated fines content. If allowed to dry, however, the silty sands could be mixed with cleaner sandy soils to produce an acceptable blend.

The soils in the proposed pond area that are below the groundwater level will have moisture contents in excess of the Modified Proctor optimum moisture content and will require



stockpiling or spreading to dry and reduce moisture contents to within 2 percent of the optimum moisture content corresponding to the required degree of compaction.

10.0 LIMITATIONS

We have conducted the preliminary geotechnical engineering evaluation in accordance with principles and practices normally accepted in the geotechnical engineering profession. Our analysis and recommendations are dependent on the information provided to us. Legacy Engineering, Inc. is not responsible for independent conclusions or interpretations based on the information presented in this report.

APPENDIX A

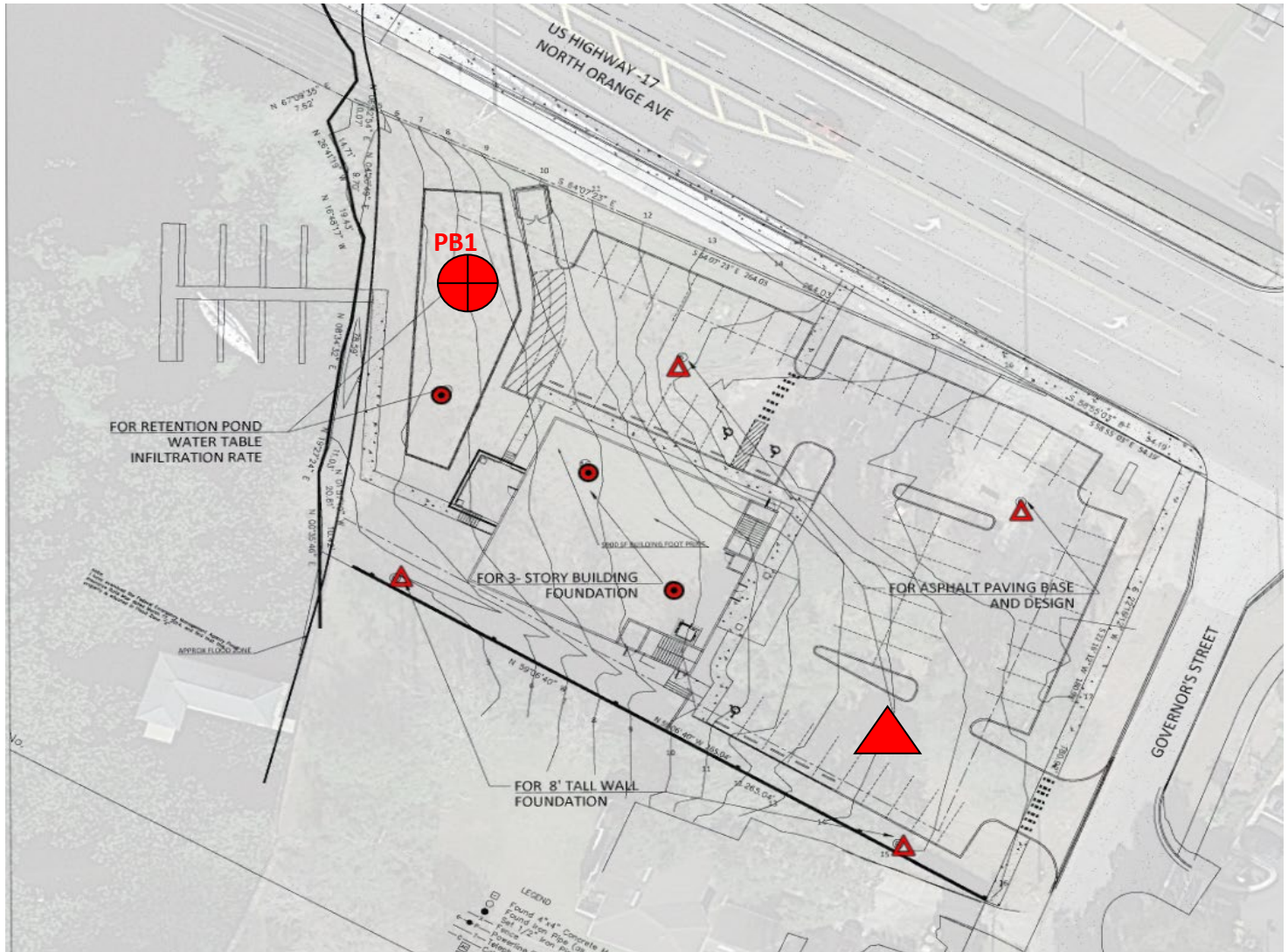
FIELD EXPLORATION PLAN

GENERALIZED SOIL PROFILE




TEST BORING RECORD

AUGER BORING RECORD

SUMMARY OF LABORATORY INDEX TEST RESULTS

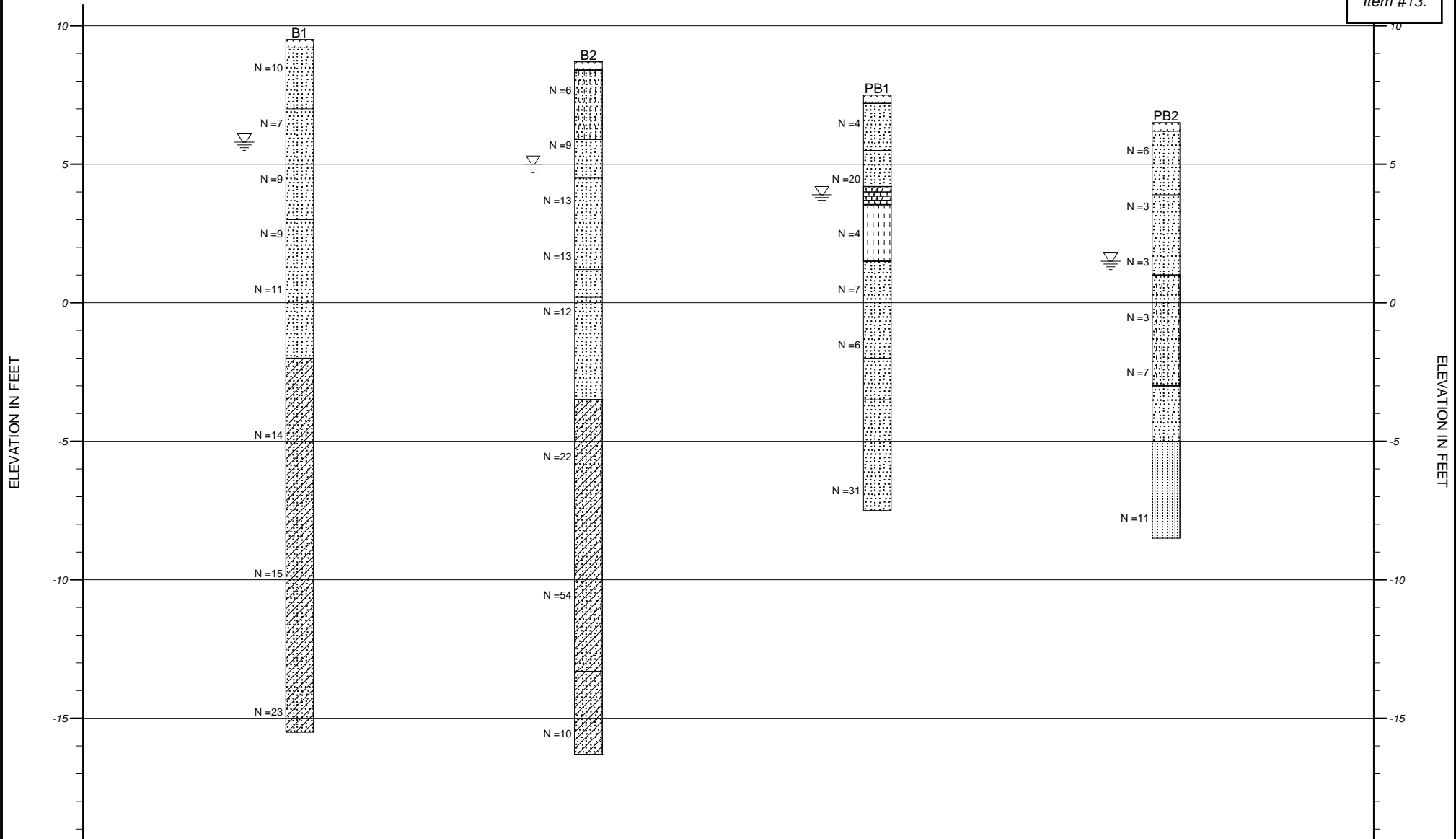


LEGEND

-  Approximate SPT Boring Locations
-  Approximate Auger Boring Locations
-  Approximate Shelby Tube Location



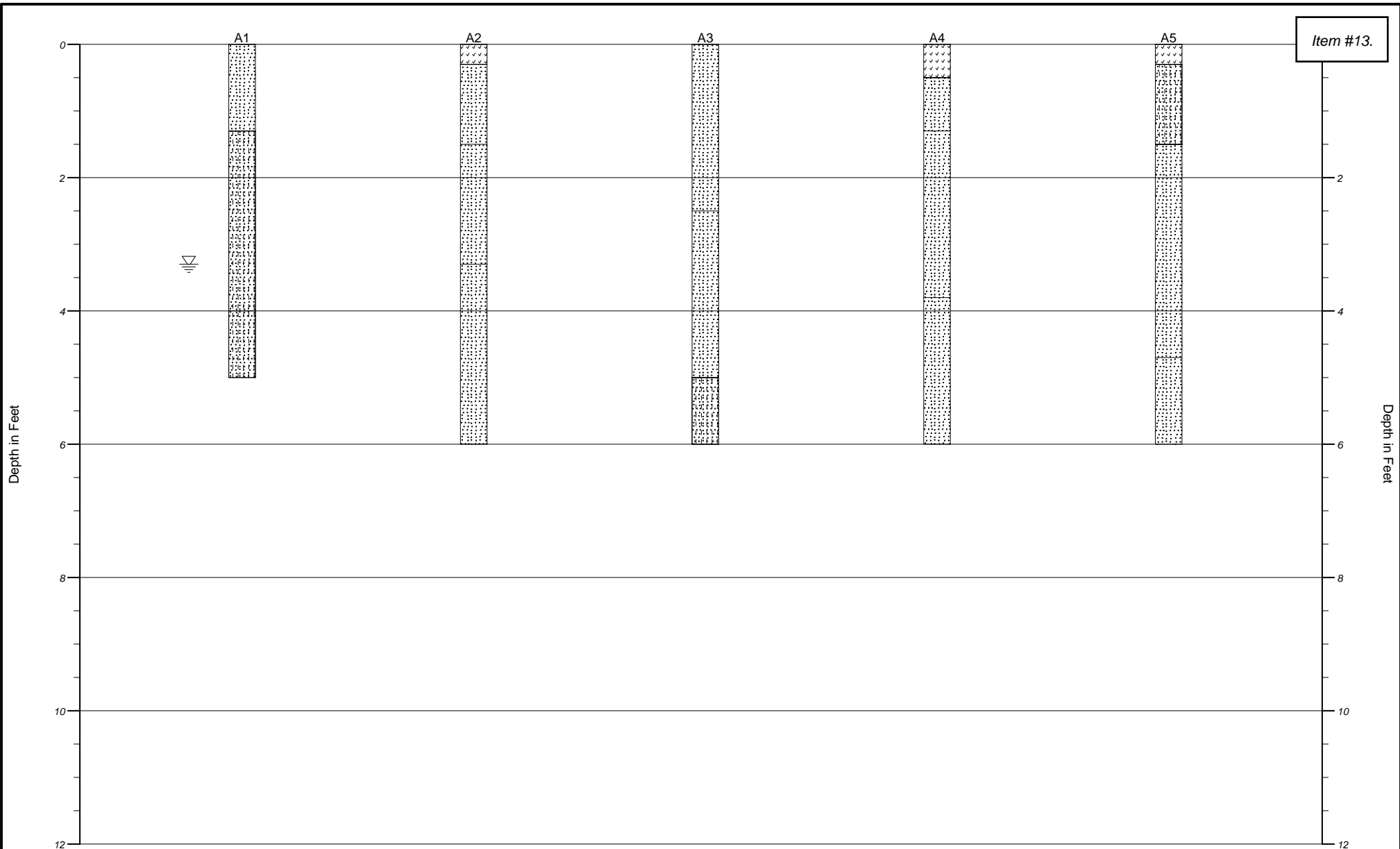
Reference: Plan Created Using Provided Plan		
Field Exploration Plan		
KNIGHT CENTER		
Green Cove Springs, Florida		
LEGACY ENGINEERING		
Date: 06/13/2023	Proj. No.: 23-1132.1	Figure 1






- Strata symbols**
- Topsoil
 - Fine SAND (SP)
 - Clayey to Very Clayey Fine SAND (SC)
 - Fine SAND with Silt (SP-SM)
 - Brick Fragments
 - No Return
 - Silty Fine SAND (SM)


Ground Water Depth

Legacy Engineering, Inc.		
GENERALIZED SOIL PROFILE		
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VERTICAL SCALE: 1"=5'	JEEII/JEEII	6/15/2023
Knight Center Green Cove Springs, Florida		
PROJECT NO. 23-1132		Page 237
		FIGURE NUMBER 2

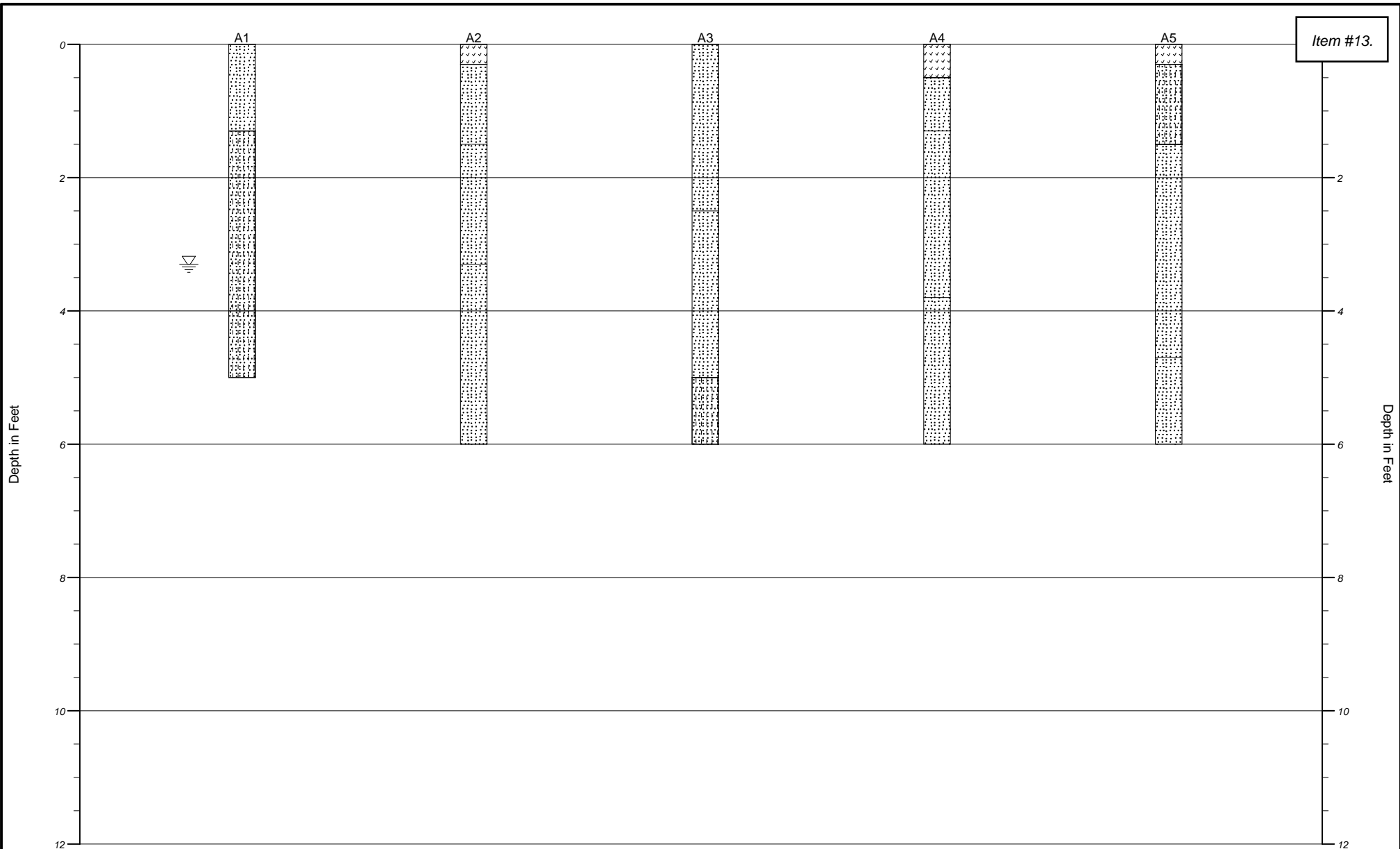


Strata symbols

-  Fine SAND (SP)
-  Fine SAND with Silt (SP-SM)
-  Topsoil

 Ground Water Depth

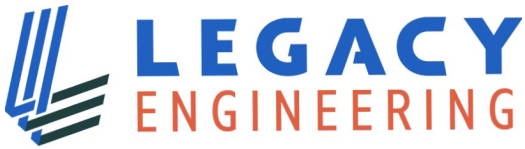
Legacy Engineering, Inc. GENERALIZED SOIL PROFILE		
HORIZONTAL SCALE:	DRAWN BY/APPROVED BY	DATE DRAWN
VERTICAL SCALE: 1"=2'	JEEII/JEEII	6/15/2023
Knight Center Green Cove Springs, Florida		
PROJECT NO. 23-1132		FIGURE NUMBER 2



- Strata symbols**
- Fine SAND (SP)
 - Fine SAND with Silt (SP-SM)
 - Topsoil

Ground Water Depth

Legacy Engineering, Inc. GENERALIZED SOIL PROFILE		
HORIZONTAL SCALE:	DRAWN BY/APPROVED BY	DATE DRAWN
VERTICAL SCALE: 1"=2'	JEEII/JEEII	6/12/2023
Knight Center Green Cove Springs, Florida		
PROJECT NO. 23-1132		FIGURE NUMBER



TEST BORING RECORD

JOB NO. 23 Item #13.

BORING NO. B1

Sheet 1 of 2

Boring Begun 06/06/2023

Boring Completed 06/06/2023

Driller Christian R.

Engineer John E. Ellis II

Project Knight Center

Boring Location Green Cove Springs, Florida

Ground Elevation 9.5 Feet Datum N/A Groundwater Depth 3.7 Feet

Length of Casing Set 5 Feet Casing Size 4 Inches

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
9.5	0	Topsoil (4 Inches)	[Symbol]		3	
9.2		Loose Grayish Brown Fine SAND with Few Wood Pieces (SP)	[Symbol]	1	4	
	1				6	10
8		Loose Light Brown Fine SAND (SP)	[Symbol]	2	5	
	2				4	7
6		Loose Light Gray Fine SAND (SP)	[Symbol]	3	3	
	3				4	7
	4	Loose to Firm Light Gray Fine SAND (SP)	[Symbol]	4	4	
	5				3	9
4		Loose to Firm Light Gray Fine SAND (SP)	[Symbol]	5	4	
	6				5	9
2		Firm to Very Firm Brownish Orange Clayey Fine SAND (SC)	[Symbol]	6	4	
	7				7	11
	8	Firm to Very Firm Brownish Orange Clayey Fine SAND (SC)	[Symbol]	7	5	
	9				6	11
0		Firm to Very Firm Brownish Orange Clayey Fine SAND (SC)	[Symbol]	8	9	
	10					
	11	Firm to Very Firm Brownish Orange Clayey Fine SAND (SC)	[Symbol]	9		
	12					
-2		Firm to Very Firm Brownish Orange Clayey Fine SAND (SC)	[Symbol]	10		
	13					
	14	Firm to Very Firm Brownish Orange Clayey Fine SAND (SC)	[Symbol]	11	5	
	15				7	14
-4		Firm to Very Firm Brownish Orange Clayey Fine SAND (SC)	[Symbol]	12	7	
	16				7	14
-6		Firm to Very Firm Brownish Orange Clayey Fine SAND (SC)	[Symbol]			

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D

Ground Water Table

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMM FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

ENGINEERING, INC.

Geotechnical & Materials Engineering and Testing

BORING NO. B1

Project Knicht Center

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
	16	Firm to Very Firm Brownish Orange Clayey Fine SAND (SC), Continued		7		
	17					
-8	18					
	19					3
	20					4
-10	21					11
	22					
	23					
-14	24					10
	25					10
	26	Boring Terminated at 25 Feet		8	13	23
	27					
	28					
	29					
	30					
	31					



TEST BORING RECORD

JOB NO. 23 Item #13.

BORING NO. B2

Sheet 1 of 2

Boring Begun 06/06/2023

Boring Completed 06/06/2023

Driller Christian R.

Engineer John E. Ellis II

Project Knight Center

Boring Location Green Cove Springs, Florida

Ground Elevation 8.7 Feet Datum N/A Groundwater Depth 3.7 Feet

Length of Casing Set 5 Feet Casing Size 4 Inches

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
8.7	0	Topsoil (3 Inches)	[Symbol]		3	
8.4		Loose Grayish Brown Fine SAND with Silt (SP-SM)	[Symbol]	1	3	
8	1				3	6
	2				3	
		Loose to Firm Dark Grayish Brown Fine SAND (SP)	[Symbol]	2	5	
5.9	3				4	9
	4				5	
		Firm Grayish Brown Fine SAND (SP)	[Symbol]	3	5	
4	5				6	13
	6				7	
		Firm Light Brown Fine SAND (SP)	[Symbol]	4	4	
2	7				5	13
	8				8	
		Firm Light Grayish Brown Fine SAND (SP)	[Symbol]	5	10	
0	9				4	12
	10				5	
		Very Firm to Very Dense Grayish Orange Clayey Fine SAND (SC)	[Symbol]	6	7	
-2	11				8	
	12				8	
-3.5	12				8	
-4	13				12	22
	14				10	
-6	15					

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM

Ground Water Table

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMM FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.

ENGINEERING, INC.
Geotechnical & Materials Engineering and Testing
BORING NO. B2

Project Knight Center

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
-8	16	Very Firm to Very Dense Grayish Orange Clayey Fine SAND (SC), Continued		7		
	17					
	18					
-10	19				13	
	20	21		54		
	21	33				
-12	22	Loose Orange Clayey Fine SAND (SC)		8		
-14	23					
	24				5	
	25				5	10
-16	25	Boring Terminated at 25 Feet				
-16.3	26					
	27					
	28					
	29					
	30					
	31					



TEST BORING RECORD

JOB NO. 23 Item #13.

BORING NO. PB1

Sheet 1 of 1

Boring Begun 06/06/2023

Boring Completed 06/06/2023

Driller Christian R.

Engineer John E. Ellis II

Project Knight Center

Boring Location Green Cove Springs, Florida

Ground Elevation 7.5 Feet Datum N/A Groundwater Depth 3.6 Feet

Length of Casing Set 5 Feet Casing Size 4 Inches

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
7.5	0	Topsoil (4 Inches)	[Symbol]		2	
7.2		Very Loose Grayish Brown Fine SAND (SP) Fines Content: 2.3%	[Symbol]	1	2	4
	1				2	
6		Firm Grayish Brown Fine SAND (SP)	[Symbol]	2	3	
	2				3	
4.2		Brick	[Symbol]	2	16	20
4	3				4	
3.5		No Return	[Symbol]	3	5	
	4				1	
	5	Loose Light Grayish Brown Fine SAND (SP)	[Symbol]	4	1	4
2	6				3	
1.5		Loose Grayish Brown Fine SAND (SP)	[Symbol]	5	2	
	7				3	
0		Dense Light Gray Brown Fine SAND (SP)	[Symbol]	6	4	7
	8				4	
	9	Loose Grayish Brown Fine SAND (SP)	[Symbol]	5	2	
	10				3	
	11	Loose Grayish Brown Fine SAND (SP)	[Symbol]	6	3	6
	12				3	
	13	Dense Light Gray Brown Fine SAND (SP)	[Symbol]	6	3	
	14				4	
	15	Boring Terminated at 15 Feet	[Symbol]	6	8	
					13	31
					18	

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D



Ground Water Table

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMM FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.



TEST BORING RECORD

JOB NO. 23 Item #13.

BORING NO. PB2

Sheet 1 of 1

Boring Begun 06/06/2023

Boring Completed 06/06/2023

Driller Christian R.

Engineer John E. Ellis II

Project Knight Center

Boring Location Green Cove Springs, Florida

Ground Elevation 6.5 Feet Datum N/A Groundwater Depth 5 Feet

Length of Casing Set 5 Feet Casing Size 4 Inches

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
6.5	0	Topsoil (4 Inches)			2	
6.2	1	Loose to Very Loose Grayish Brown Fine SAND with Trace Roots (SP) Fines Content: 2.3%		1	3	6
6	2			3		
	3			2		
	4	Very Loose Dark Grayish Brown Fine SAND (SP)		2	1	
	5			2		
	6			1		
	7	Very Loose to Loose Dark Grayish Brown Fine SAND with Silt and Some Organics (SP-SM) Fines Content: 6.2% Organic Content: 4.5%		3	2	3
	8			2		
	9			2		
	10	Loose Grayish Brown Fine SAND (SP)		4	1	
	11			2		
	12			2		
	13	Firm Light Gray Silty Fine SAND (SM)		5	3	7
	14			4		
	15			4		
	16	Boring Terminated at 15 Feet		6	7	
	17			6	11	
	18			5		

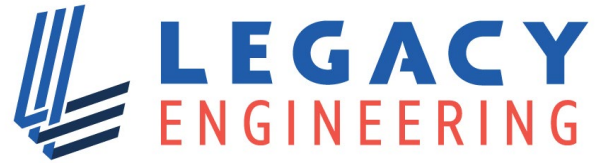
REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM



Ground Water Table

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMM FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.



SUMMARY OF LABORATORY INDEX TEST RESULTS

Knight Center
Green Cove Springs, Florida
Legacy Engineering Project No. 23-1132.1

Boring No.	Sample No.	Depth Range, Feet		Fines Content ¹	Moisture Content ²	Organic Content ³	Unified Soil Classification
		From	To				
PB1	1	0	2	2.3%	3.2%	-	SP
PB2	1	0	2	2.3%	2.7%	-	SP
PB2	3	4	6	6.2%	34.1%	4.5%	SP-SM

Notes: 1. Fines content testing performed in accordance with ASTM D1140
2. Performed in accordance with ASTM D2216
3. Performed in accordance with ASTM D2974

APPENDIX B

KEY TO SOIL CLASSIFICATION

FIELD AND LABORATORY TEST PROCEDURES

KEY TO SOIL CLASSIFICATION

CORRELATION OF PENETRATION WITH RELATIVE DENSITY & CONSISTENCY

SANDS AND GRAVEL	
BLOW COUNT	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-20	FIRM
21-30	VERY FIRM
31-50	DENSE
OVER 50	VERY DENSE

SILTS AND CLAYS	
BLOW COUNT	CONSISTENCY
0-2	VERY SOFT
3-4	SOFT
5-8	FIRM
9-15	STIFF
16-30	VERY STIFF
31-50	HARD
OVER 50	VERY HARD

**PARTICLE SIZE IDENTIFICATION
(UNIFIED CLASSIFICATION SYSTEM)**

CATEGORY	DIMENSIONS
Boulders	Diameter exceeds 12 inches
Cobbles	3 to 12 inches
Gravel	Coarse - 0.75 to 3 inches in diameter Fine - 4.76 mm to 0.75 inch diameter
Sand	Coarse - 2.0 mm to 4.76 mm diameter Medium - 0.42 mm to 2.0 mm diameter Fine - 0.074 mm to 0.42 mm diameter
Silt and Clay	Less than 0.074 mm (invisible to the naked eye)

MODIFIERS

These modifiers provide our estimate of the amount of minor constituent (sand, silt, or clay size particles) in the soil sample

PERCENTAGE OF MINOR CONSTITUENT	MODIFIERS
0% to 5%	No Modifier
5 % to 12 %	With Silt, With Clay
12% to 30%	Silty, Clayey, Sandy
30% to 50%	Very Silty, Very Clayey, Very Sandy

APPROXIMATE CONTENT OF OTHER COMPONENTS (SHELL, GRAVEL, ETC.)	MODIFIERS	APPROXIMATE CONTENT OF ORGANIC COMPONENTS
0% to 5%	TRACE	1 to 2%
5% to 12%	FEW	2% to 4%
12% to 30%	SOME	4% to 8%
30% to 50%	MANY	>8%

FIELD AND LABORATORY TEST PROCEDURES

Penetration Borings

The penetration borings were made in general accordance with ASTM D 1586-67, "Penetration Test and Split-Barrel Sampling of Soils". Each boring was advanced to the water table by augering and, after encountering the groundwater table, further advanced with a rotary drilling technique that uses a circulating bentonite fluid for borehole flushing and stability. At two-foot intervals within the upper 10 feet and at five-foot intervals thereafter, the drilling tools were removed from the borehole and a split-barrel sampler inserted to the borehole bottom. The sampler was then driven 18 inches into the material using a 140-pound SPT hammer falling, on the average, 30 inches per hammer blow. The number of hammer blows for the final 12 inches of penetration is termed the "penetration resistance, blow count, or N-value". This value is an index to several in-place geotechnical properties of the material tested, such as relative density and Young's Modulus.

After driving the sampler 18 inches (or less, if in hard rock or rock-like material) at each test interval, the sampler was retrieved from the borehole and a representative sample of the material within the split-barrel was placed in a watertight container and sealed. After completing the drilling operations, the samples for each boring were transported to our laboratory where our Geotechnical Engineer examined them in order to verify the driller's field classifications. The samples will be kept in our laboratory for a period of two months after submittal of formal written report, unless otherwise directed by the Client.

Auger Borings

The auger borings were performed using a continuous flight auger attached to a rotary drill rig or manually using a post-hole auger; and thus in general accordance with ASTM D 1452-80, "Soil Investigation and Sampling by Auger Borings". Representative samples of the soils brought to the ground surface by the augering process were placed in watertight containers and sealed. After completing the drilling operations, the samples for each boring were transported to the laboratory where the Geotechnical Engineer examined them in order to verify the driller's field classifications. The samples will be kept in our laboratory for a period of two months after submittal of formal written report, unless otherwise directed by the Client.

Soil Classification

Soil samples obtained from the performance of the borings were transported to our laboratory for observation and review. An engineer, registered in the State of Florida and familiar with local geological conditions, conducted the review and classified the soils in accordance with ASTM 2488. The results of the soil classification are presented on the boring records.

Moisture Content

The moisture content of the sample tested was determined in general accordance with ASTM D 2216. The moisture content is the actual moisture content of the sample as sampled in the field during the performance of the soil boring.

Fines Content

The percent fines of material passing the No. 200 mesh sieve of the sample tested was determined in general accordance with ASTM D 1140. The percent fines are the soil particles in the silt and clay size range.

Organics Content

The organics content of the sample tested was determined in general accordance with ASTM D 2974. The organics content is the percent of loss of material of an oven-dried sample of material after the sample has been heated in a muffle furnace to 440 °C.

Constant Head Permeability Test

The coefficient of permeability for the laminar flow of water through granular soils was determined in general accordance with the latest revision of ASTM D 2434. The constant head permeability test is a measure of the quantity of water that flows through a sample contained in a cylinder of known height and diameter in a measured time while maintaining a constant head of water on the sample. The coefficient of permeability is determined by application of the Darcy's Law shown below:

$$k = \frac{QL}{hAt}$$

k = Coefficient of permeability

Q = Quantity of water discharge

L = Length of specimen

h = Constant head of water

A = Cross-sectional area of specimen

t = Total time of discharge

Undisturbed Sampling

A relatively undisturbed sample was obtained in general accordance with the latest revision of ASTM A 1587, "Thin-Walled Tube Sampling of Soils". A piston-type sampler was used to advance the 3-inch O.D. - 16 gauge stainless steel sampler tuber into the soils at the borehole bottom. After retrieving the sample from the boring, the ends were sealed with wax and then transported to our laboratory.

Black Creek Engineering, Inc.

SAINT JOHNS RIVER
 WATER MANAGEMENT DISTRICT
 RETENTION POND
 FOR
Knight Center

DATE: 12/01/21
 PROJECT NO.: 23-004
 MADE BY: CDG

Pre Development

<u>Description</u>	<u>% Imp.</u>	<u>Impervious</u>	<u>Pervious</u>	<u>Total</u>
Prev Developed Site	5%	0.05 acres	0.95 acres	1.00 acres
Existing Pavement	100%	0.10 acres	0.00 acres	0.10 acres
Total Project		0.15 acres	0.95 acres	1.10 acres

Existing % Impervious = 13.6%

Post Development

<u>Description</u>	<u>% Imp.</u>	<u>Impervious</u>	<u>Pervious</u>	<u>Total</u>
Site	75.0%	0.77 acres	0.26 acres	1.03 acres
Total to Pond		0.77 acres	0.26 acres	1.03 acres
Pond	0%	0.00	0.07	0.07
Total Project		0.77 acres	0.33 acres	1.10 acres

Proposed % Impervious = 75.0%
 (excluding pond)

Curve Number - Pond 1

Pre Development

Grass Comb. – Fair Condition, A Soils	0.95 acres	CN = 49
Impervious	0.15 acres	CN = 98
Total	1.10 acres	

Weighted CN = 56

Post Development

Proposed Impervious	0.77 acres	CN = 98
Grass Cover - Good Condition, A Soils	0.33 acres	CN = 39
Total	1.10 acres	

Weighted CN = 80

Runoff Coefficient - Pond 1

Post Development

Pervious	0.33 acres	c = 0.25
Impervious	0.77 acres	c = 0.95
Total	1.10 acres	

Weighted c = 0.74

Complete Report

Project: Knight Center

Date: 6/21/2023 9:17:59 PM

Site and Catchment Information

Analysis: Net Improvement

Catchment Name	Commercial Center
Rainfall Zone	Florida Zone 2
Annual Mean Rainfall	52.00

Pre-Condition Landuse Information

Landuse	Low-Intensity Commercial: TN=1.13 TP=0.188
Area (acres)	1.10
Rational Coefficient (0-1)	0.05
Non DCIA Curve Number	49.00
DCIA Percent (0-100)	5.00
Nitrogen EMC (mg/l)	1.130
Phosphorus EMC (mg/l)	0.188
Runoff Volume (ac-ft/yr)	0.257
Groundwater N (kg/yr)	0.000
Groundwater P (kg/yr)	0.000
Nitrogen Loading (kg/yr)	0.359
Phosphorus Loading (kg/yr)	0.060

Post-Condition Landuse Information

Landuse	High-Intensity Commercial: TN=2.40 TP=0.345
Area (acres)	1.10
Rational Coefficient (0-1)	0.61
Non DCIA Curve Number	39.00
DCIA Percent (0-100)	75.00
Wet Pond Area (ac)	0.10
Nitrogen EMC (mg/l)	2.400

Phosphorus EMC (mg/l)	0.345
Runoff Volume (ac-ft/yr)	2.638
Groundwater N (kg/yr)	0.000
Groundwater P (kg/yr)	0.000
Nitrogen Loading (kg/yr)	7.807
Phosphorus Loading (kg/yr)	1.122

Catchment Number: 1 Name: Commercial Center

Project: Knight Center

Date: 6/21/2023

Retention Design

Retention Depth (in) 2.300

Retention Volume (ac-ft) 0.192

Watershed Characteristics

Catchment Area (acres) 1.10

Contributing Area (acres) 1.000

Non-DCIA Curve Number 39.00

DCIA Percent 75.00

Rainfall Zone Florida Zone 2

Rainfall (in) 52.00

Surface Water Discharge

Required TN Treatment Efficiency (%) 95

Provided TN Treatment Efficiency (%) 95

Required TP Treatment Efficiency (%) 95

Provided TP Treatment Efficiency (%) 95

Media Mix Information

Type of Media Mix Not Specified

Media N Reduction (%)

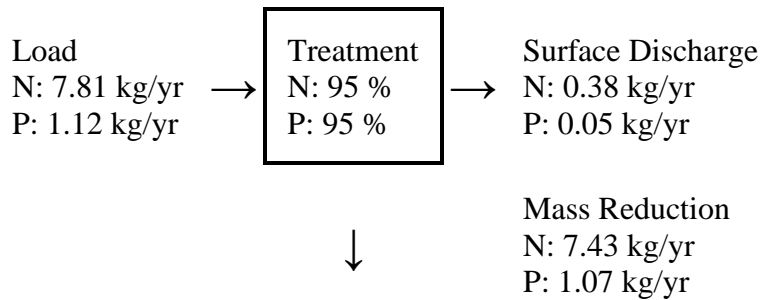
Media P Reduction (%)

Groundwater Discharge (Stand-Alone)

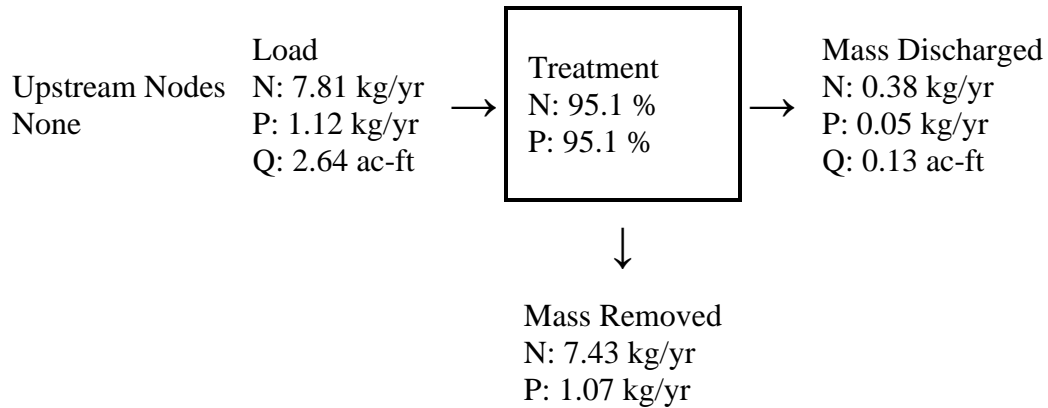
Treatment Rate (MG/yr) 0.000

TN Mass Load (kg/yr) 7.427
 TN Concentration (mg/L) 0.000
 TP Mass Load (kg/yr) 1.068
 TP Concentration (mg/L) 0.000

Load Diagram for Retention (stand-alone)



Load Diagram for Retention (As Used In Routing)



Summary Treatment Report Version: 4.3.5

Project: Knight Center

Analysis Type: Net Improvement

Date:6/21/2023

BMP Types:

Catchment 1 - (Commercial Center) Retention

Routing Summary
Catchment 1 Routed to Outlet

Based on % removal values to the nearest percent

Total nitrogen target removal met? **Yes**

Total phosphorus target removal met? **Yes**

Summary Report

Nitrogen

Surface Water Discharge

Total N pre load	.36 kg/yr	
Total N post load	7.81 kg/yr	
Target N load reduction	95 %	
Target N discharge load	.36 kg/yr	
Percent N load reduction	95 %	
Provided N discharge load	.38 kg/yr	.84 lb/yr
Provided N load removed	7.43 kg/yr	16.38 lb/yr

Phosphorus

Surface Water Discharge

Total P pre load	.06 kg/yr	
Total P post load	1.122 kg/yr	
Target P load reduction	95 %	
Target P discharge load	.06 kg/yr	
Percent P load reduction	95 %	
Provided P discharge load	.055 kg/yr	.12 lb/yr
Provided P load removed	1.068 kg/yr	2.354 lb/yr

Black Creek Engineering, Inc.

SAINT JOHNS RIVER
 WATER MANAGEMENT DISTRICT
 CHAMBER DESIGN
 FOR

MADE BY: CDG
 DATE: 12/01/21
 CDG NO.: 23-004

Knight Center

PROJECT LOCATION: Green Cove Springs
 TYPE OF DEVELOPMENT: COMMERCIAL

PROJECT AREA (ACRES): 1.10
 PERCENT IMPERVIOUS (EXCL POND AREA): 75.0% %
 RUNOFF COEFFICIENT: 0.74

OFF-SITE DRAINAGE AREA (acres): 0.00
 PERCENT IMPERVIOUS: 0.00 %
 RUNOFF COEFFICIENT: 0.00

NORMAL GROUNDWATER ELEVATION AT POND (ft): 4.0
 DESIGN TAILWATER ELEVATION (ft): 0.0

POND STAGE/STORAGE DATA - Three combined ponds separated into two in model

	STAGE (ft)	AREA (sq ft)	(acres)	VOLUME (acre-ft)	ICPR STORAGE (acre-ft)	
BOTTOM	6.0	2850	0.1	0.0	0.000	O.K.
BOT.+ 1.0	7.0	2850	0.1	0.1	0.100	
T.O.B.	10.0	2850	0.1	0.4	0.400	

IS POND LENGTH >= 2 x POND WIDTH? (Y or N) Y O.K.

TREATMENT VOLUME REQUIRED: ON -LINE SYSTEM

RUNOFF @ 1 in.X AREA 0.09 ac-ft
 (Project area + Offsite area)/12 x
 OR

IMPERVIOUS AREA @ 1.25 in. 0.08 ac-ft
 (((Project area - Pond area) x % Impervious)
 +(Offsite area x % Impervious) x 1.25/12)
 PLUS 0.5 in. x AREA 0.05 ac-ft

CONTROLLING VALUE (ac-ft): 0.12 ac-ft

IMPAIRED WATER BODY TREATMENT = 2.3 " / Basin 0.211 ac-ft
 (Use BMPTrains to calculate treatment volume)

REQUIRED TREATMENT VOLUME 0.21 ac-ft

CONTROL STRUCTURE

MIN. WEIR ELEVATION (ft): 8.11 USE: 8.1
 ((TOB-BOT)xTrtmt Vol/TOB Storage)+BOT

TRTMT VOL DEPTH (ft) 2.1 VOL PROVIDED: 0.21 ac-ft

DRAWDOWN

WEIR ELEV= 8.1 Kh= 6 ft/day

SAINT JOHNS RIVER
 WATER MANAGEMENT DISTRICT
 CHAMBER DESIGN
 FOR

MADE BY: CDG
 DATE: 12/01/21
 CDG NO.: 23-004

Knight Center

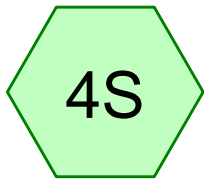
BOTTOM ELEV=	6.0	SAFETY FACTOR (SF)=	2
WATER TABLE ELEV=	4.0	Kvs=	4.35 ft/day
IMPERV LAYER ELEV=	2.0	f=	0.2

hu=	0.40	hv>hu
Kvu=	2.90 ft/day	2/3xKvs
ld=	1.45 ft/day	Kvu/SF
TIME (tunsat)=	0.3 days	
fx(BOT-WT)x24hrs/day/ld		
Vu=	0.03 ac-ft	
Vs=	0.18 ac-ft	
d2=	2.04 ft	
Ht=	4.04 ft	
Fy=	0.49	
Fx=	1.40	
D=	3.00	
TIME (tsat)=	0.27 days	
TIME (total)=	0.54 days=	

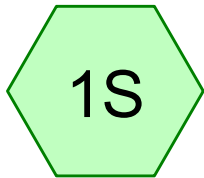
13.0	hrs <72
Drawdown OK	

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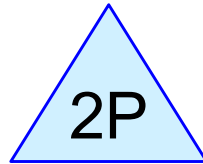
CREST ELEV (ft):	8.1
CREST LENGTH (ft):	0.5
WEIR COEFFICIENT:	2.8
GATE OPENING:	999
GATE DISCH COEFF.:	0
# IDENTICAL WEIRS:	1



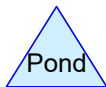
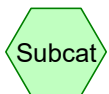
Pre



Post



SW Facility



Routing Diagram for 23-004 Hydrocad Model
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23-004 Hydrocad Model

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Project Notes

Rainfall events imported from "21-011REV1-Mixed Use.hcp"

23-004 Hydrocad Model

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Rainfall Events Listing

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	1-Year	Type II FL 24-hr		Default	24.00	1	3.89	2
2	2-Year	MSE 24-hr	5	Default	24.00	1	4.45	2
3	5-Year	MSE 24-hr	5	Default	24.00	1	5.49	2
4	10-Year	MSE 24-hr	5	Default	24.00	1	6.47	2
5	25-Year	Type II FL 24-hr		Default	24.00	1	8.02	2
6	50-Year	MSE 24-hr	5	Default	24.00	1	9.35	2
7	100-Year	MSE 24-hr	5	Default	24.00	1	10.81	2
8	Custom	FDOT 24-hr		Default	24.00	1	8.02	2

23-004 Hydrocad Model

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Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
1.100	80	Post Development (1S)
1.100	61	Predevelopment (4S)
2.200	71	TOTAL AREA

23-004 Hydrocad Model

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
0.000	HSG D	
2.200	Other	1S, 4S
2.200		TOTAL AREA

23-004 Hydrocad Model

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	0.000	0.000	1.100	1.100	Post Development	1S
0.000	0.000	0.000	0.000	1.100	1.100	Predevelopment	4S
0.000	0.000	0.000	0.000	2.200	2.200	TOTAL AREA	

23-004 Hydrocad Model

Type II FL 24-hr 1-Year Rainfall=3.89"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Post

Runoff Area=1.100 ac 0.00% Impervious Runoff Depth>1.78"
 Flow Length=150' Slope=0.0100 '/' Tc=2.6 min CN=80 Runoff=1.44 cfs 0.163 af

Subcatchment 4S: Pre

Runoff Area=1.100 ac 0.00% Impervious Runoff Depth>0.65"
 Flow Length=200' Slope=0.0400 '/' Tc=15.4 min CN=61 Runoff=0.42 cfs 0.060 af

Pond 2P: SW Facility

Peak Elev=8.20' Storage=0.144 af Inflow=1.44 cfs 0.163 af
 Outflow=0.07 cfs 0.019 af

Total Runoff Area = 2.200 ac Runoff Volume = 0.223 af Average Runoff Depth = 1.22"
100.00% Pervious = 2.200 ac 0.00% Impervious = 0.000 ac

23-004 Hydrocad Model

Type II FL 24-hr 1-Year Rainfall=3.89"

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Summary for Subcatchment 1S: Post

[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 1.44 cfs @ 12.07 hrs, Volume= 0.163 af, Depth> 1.78"

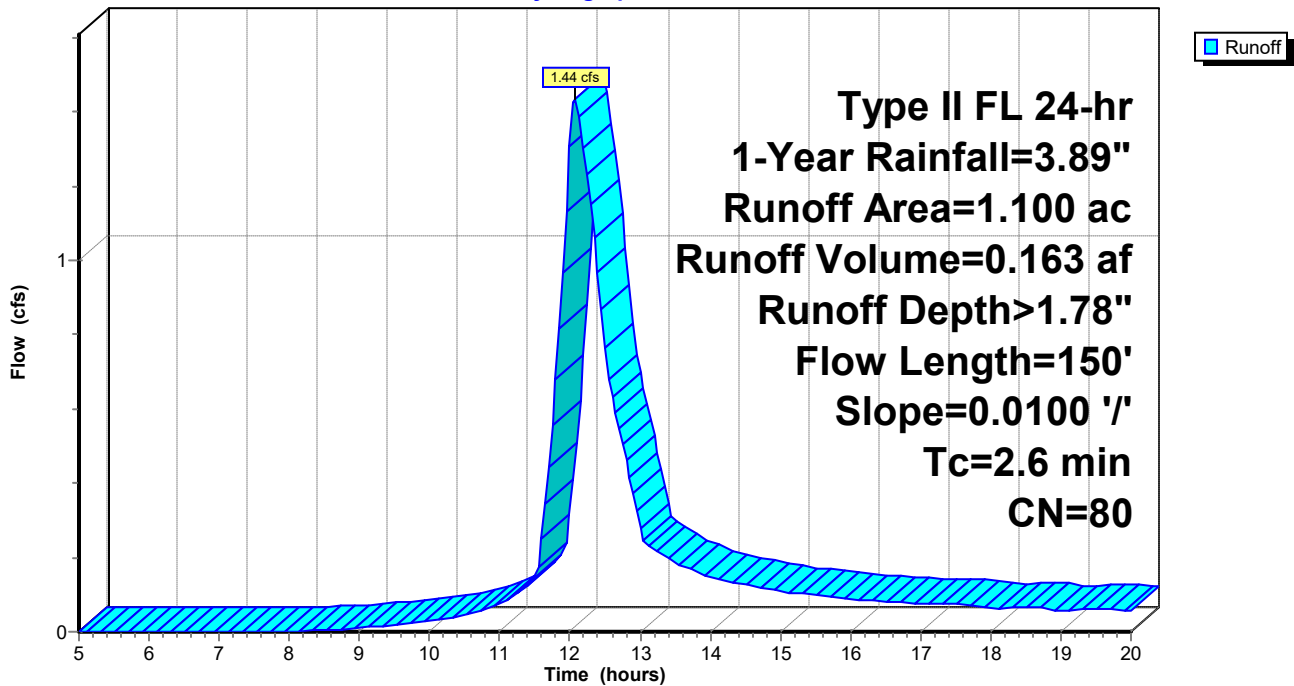
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type II FL 24-hr 1-Year Rainfall=3.89"

Area (ac)	CN	Description
* 1.100	80	Post Development
1.100		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.6	150	0.0100	0.95		Sheet Flow, Direct Flow to Pond Smooth surfaces n= 0.011 P2= 2.25"

Subcatchment 1S: Post

Hydrograph



23-004 Hydrocad Model

Type II FL 24-hr 1-Year Rainfall=3.89"

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Summary for Subcatchment 4S: Pre

Runoff = 0.42 cfs @ 12.44 hrs, Volume= 0.060 af, Depth> 0.65"

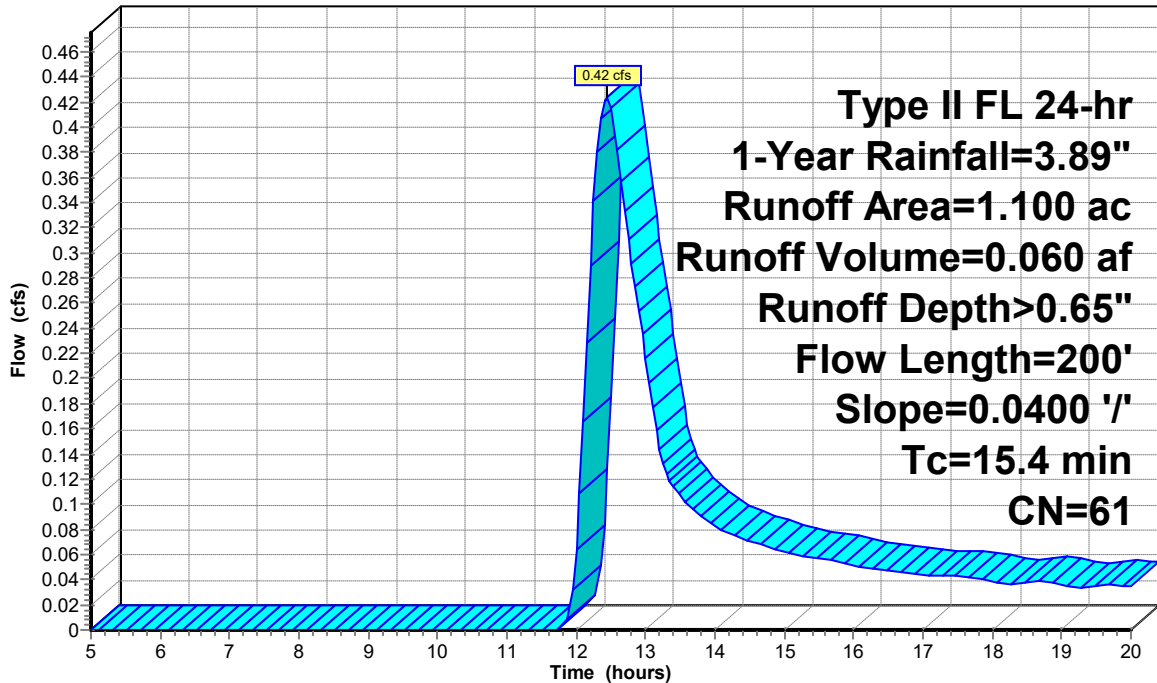
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type II FL 24-hr 1-Year Rainfall=3.89"

Area (ac)	CN	Description
* 1.100	61	Predevelopment
1.100		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.4	200	0.0400	0.22		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 2.25"

Subcatchment 4S: Pre

Hydrograph



23-004 Hydrocad Model

Type II FL 24-hr 1-Year Rainfall=3.89"

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Summary for Pond 2P: SW Facility

Inflow Area = 1.100 ac, 0.00% Impervious, Inflow Depth > 1.78" for 1-Year event
 Inflow = 1.44 cfs @ 12.07 hrs, Volume= 0.163 af
 Outflow = 0.07 cfs @ 17.86 hrs, Volume= 0.019 af, Atten= 95%, Lag= 347.2 min
 Primary = 0.07 cfs @ 17.86 hrs, Volume= 0.019 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 8.20' @ 17.86 hrs Surf.Area= 0.065 ac Storage= 0.144 af
 Flood Elev= 10.00' Surf.Area= 0.065 ac Storage= 0.262 af

Plug-Flow detention time= 420.0 min calculated for 0.019 af (12% of inflow)
 Center-of-Mass det. time= 288.2 min (1,089.7 - 801.4)

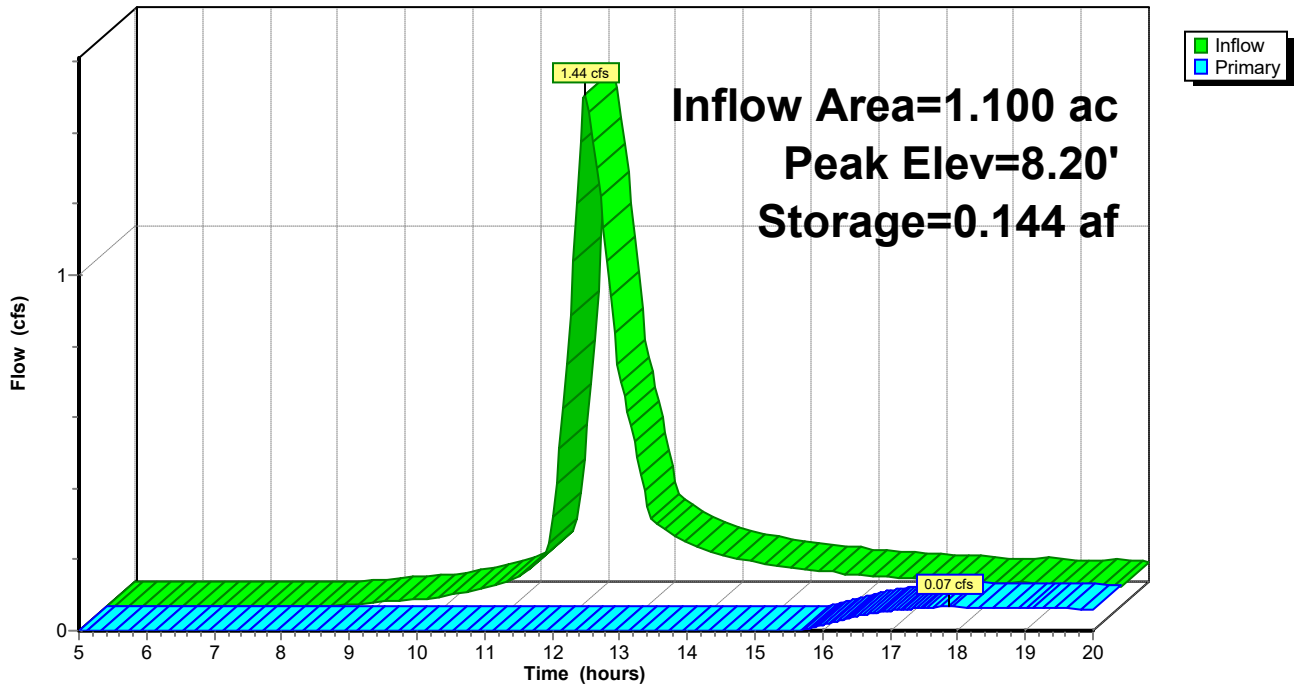
Volume	Invert	Avail.Storage	Storage Description
#1	6.00'	0.262 af	28.50'W x 100.00'L x 4.00'H Prismatic

Device	Routing	Invert	Outlet Devices
#1	Primary	8.10'	0.7' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32

Primary OutFlow Max=0.07 cfs @ 17.86 hrs HW=8.20' (Free Discharge)
 ←1=Broad-Crested Rectangular Weir (Weir Controls 0.07 cfs @ 0.91 fps)

Pond 2P: SW Facility

Hydrograph



23-004 Hydrocad Model

Type II FL 24-hr 25-Year Rainfall=8.02"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Post

Runoff Area=1.100 ac 0.00% Impervious Runoff Depth>5.24"
 Flow Length=150' Slope=0.0100 '/' Tc=2.6 min CN=80 Runoff=4.20 cfs 0.480 af

Subcatchment 4S: Pre

Runoff Area=1.100 ac 0.00% Impervious Runoff Depth>3.11"
 Flow Length=200' Slope=0.0400 '/' Tc=15.4 min CN=61 Runoff=2.28 cfs 0.285 af

Pond 2P: SW Facility

Peak Elev=9.18' Storage=0.208 af Inflow=4.20 cfs 0.480 af
 Outflow=2.61 cfs 0.331 af

Total Runoff Area = 2.200 ac Runoff Volume = 0.766 af Average Runoff Depth = 4.18"
100.00% Pervious = 2.200 ac 0.00% Impervious = 0.000 ac

23-004 Hydrocad Model

Type II FL 24-hr 25-Year Rainfall=8.02"

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Summary for Subcatchment 1S: Post

[49] Hint: Tc<2dt may require smaller dt

Runoff = 4.20 cfs @ 12.06 hrs, Volume= 0.480 af, Depth> 5.24"

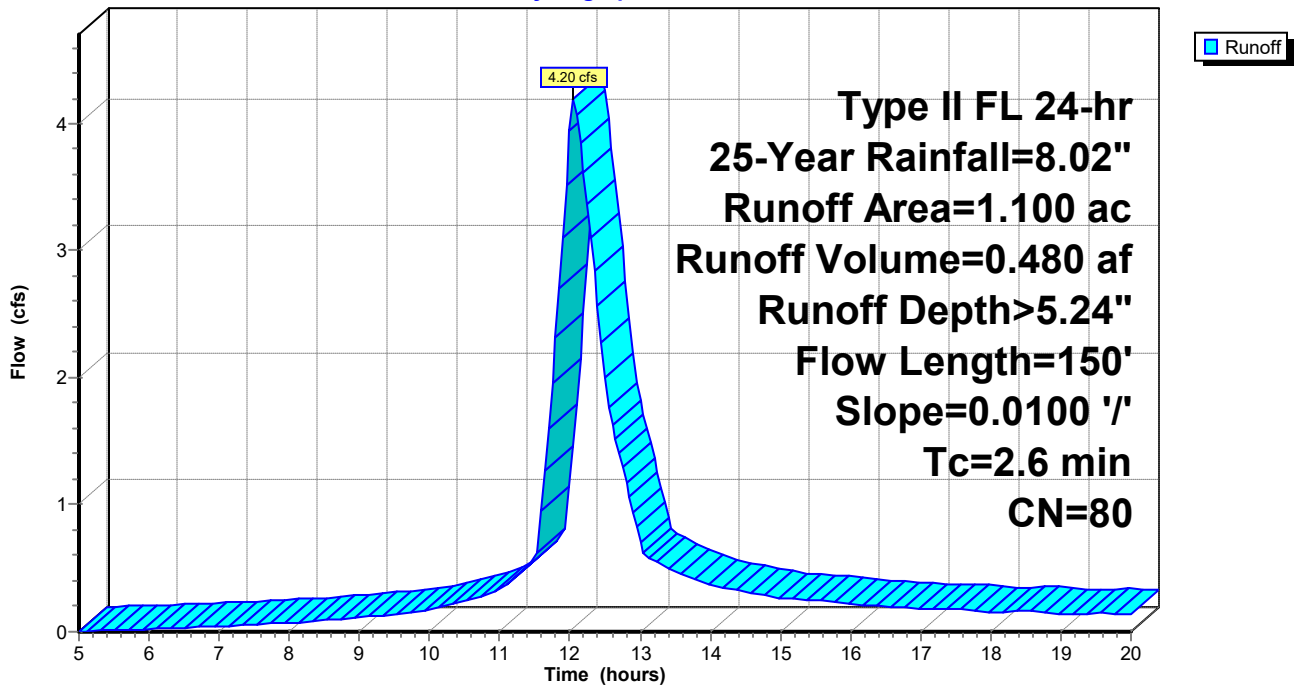
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type II FL 24-hr 25-Year Rainfall=8.02"

Area (ac)	CN	Description
* 1.100	80	Post Development
1.100		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.6	150	0.0100	0.95		Sheet Flow, Direct Flow to Pond Smooth surfaces n= 0.011 P2= 2.25"

Subcatchment 1S: Post

Hydrograph



23-004 Hydrocad Model

Type II FL 24-hr 25-Year Rainfall=8.02"

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Summary for Subcatchment 4S: Pre

Runoff = 2.28 cfs @ 12.31 hrs, Volume= 0.285 af, Depth> 3.11"

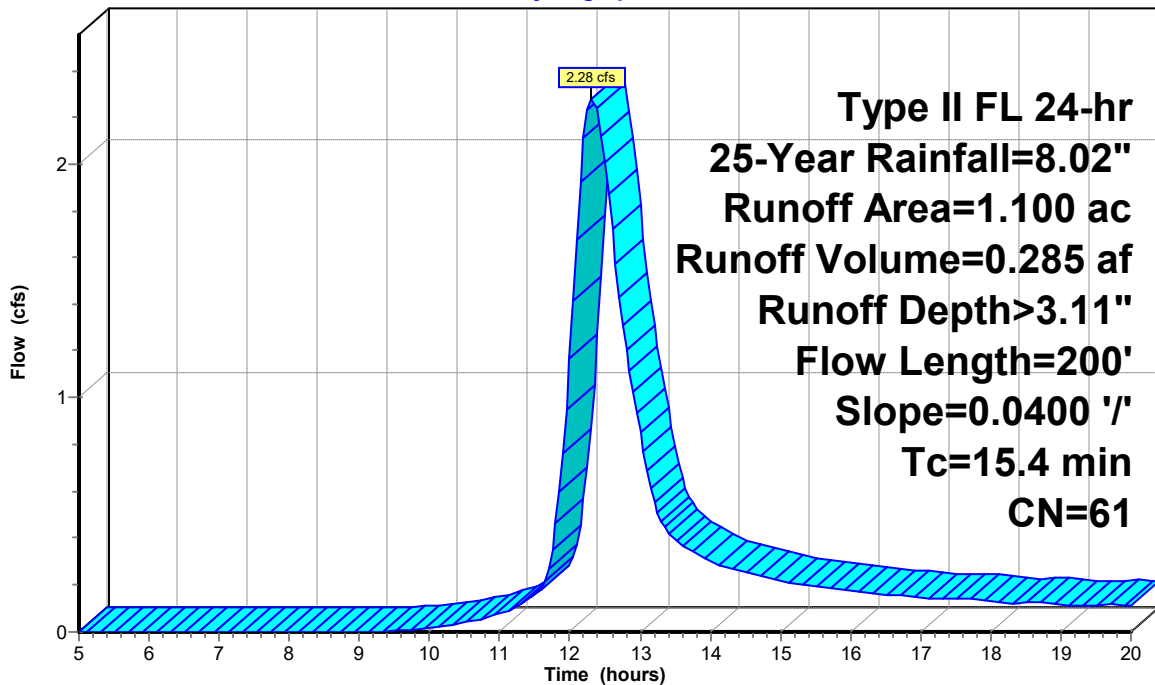
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type II FL 24-hr 25-Year Rainfall=8.02"

Area (ac)	CN	Description
* 1.100	61	Predevelopment
1.100		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.4	200	0.0400	0.22		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 2.25"

Subcatchment 4S: Pre

Hydrograph



23-004 Hydrocad Model

Type II FL 24-hr 25-Year Rainfall=8.02"

Prepared by Black Creek Engineering, Inc.

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Summary for Pond 2P: SW Facility

Inflow Area = 1.100 ac, 0.00% Impervious, Inflow Depth > 5.24" for 25-Year event
 Inflow = 4.20 cfs @ 12.06 hrs, Volume= 0.480 af
 Outflow = 2.61 cfs @ 12.39 hrs, Volume= 0.331 af, Atten= 38%, Lag= 20.1 min
 Primary = 2.61 cfs @ 12.39 hrs, Volume= 0.331 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 9.18' @ 12.39 hrs Surf.Area= 0.065 ac Storage= 0.208 af
 Flood Elev= 10.00' Surf.Area= 0.065 ac Storage= 0.262 af

Plug-Flow detention time= 137.8 min calculated for 0.330 af (69% of inflow)
 Center-of-Mass det. time= 68.1 min (842.2 - 774.1)

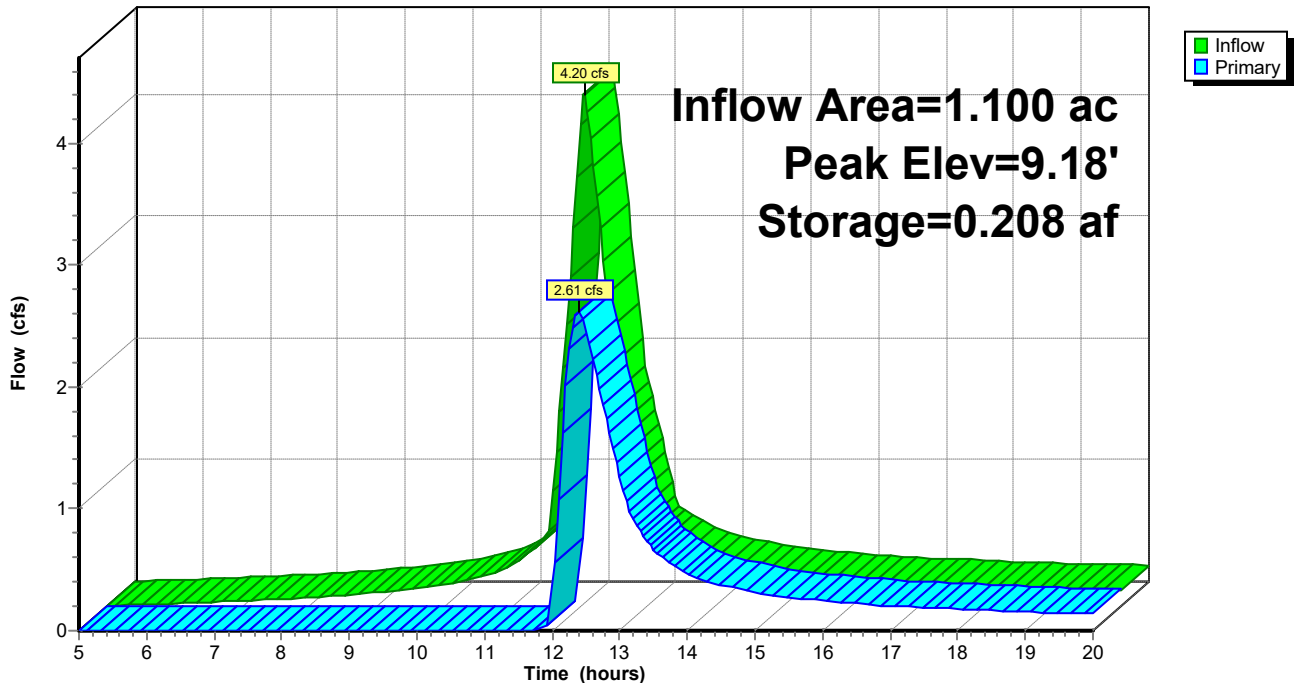
Volume	Invert	Avail.Storage	Storage Description
#1	6.00'	0.262 af	28.50'W x 100.00'L x 4.00'H Prismatic

Device	Routing	Invert	Outlet Devices
#1	Primary	8.10'	0.7' long x 0.5' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32

Primary OutFlow Max=2.61 cfs @ 12.39 hrs HW=9.18' (Free Discharge)
 ←1=Broad-Crested Rectangular Weir (Weir Controls 2.61 cfs @ 3.45 fps)

Pond 2P: SW Facility

Hydrograph





10381 Cypress Lakes Drive
Jacksonville, FL 32256

Phone 904-519-1934
Fax 904-519-1004
Cell 904-234-3518

July 21, 2023

Building Plan Reviewer
Building and Zoning Department
City of Green Cove Spring, Florida

Ref: 1201 Orange Avenue, Green Cove Springs, Florida
Knight Office Building

Dear Plan Reviewer:

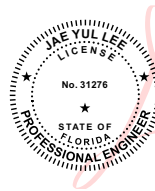
In response to the question raised by the City of Green Cove Spring concerning retention pond wall - the structural integrity of the wall in saturated conditions. Based on LEGACY Engineering soil report Section 8.1 Lateral Earth Parameters indicate criteria to figure out lateral pressure. By Coulomb theory lateral force with dry unit weight 110 pcf 53.9 pound per ft, saturated unit weight 122 pcf 58.8 pound per ft and water 62.4 pcf 62.4 pound per ft. I have designed with water pressure to withstand pressure exerted against walls. If footings are installed correctly, we see no issue in the walls integrity. Above analysis used with wall friction angle 20 degree.

If you have any questions, please contact me.

Sincerely,

LEE J. ENGINEERING, INC.

Jae Y. Lee P. E. (#31276)
President



Digitally signed
by Jae Yul Lee
Date:
2023.07.22
16:52:49 -04'00'







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: July 12, 2023
Subject: Monthly Planning, Code Enforcement and Building Report for June, 2023

PLANNING

In June, three new business license was issued and two were renewed:

1. **Stellar Marine Services LLC**
2. **Powerhouse Towing LLC**
3. **Under Your Skin Tattoos**

Total Business Tax Revenue for **June** were **\$270.00**.

During the month of June:

- The Comprehensive Plan amendment regarding the Mobility Ordinance was adopted
- The Mobility fee amendment to the Land Development Regulations was adopted
- The rezoning for 1.33 acres located at US 17, just north of SR 16 was adopted
- The CRA Trust Fund was adopted.
- The bid for the Downtown Form Based Code was awarded to Inspire Placemaking Collective
- Began or continued reviewing the following site development plans:
 - **Knight Center Office Building** on Orange Avenue
 - **Energy Cove Warehouse** on Energy Cove Avenue
 - **Rookery Amenity Center**
- Landscape Ordinance Revisions (ongoing)
- Completed **23 lien search requests**, and **2 permit applications**.
- Revenues for Planning related fees for **June** were **\$4,820.85**.

CODE ENFORCEMENT

In June, there were forty-six new enforcement complaints filed. Voluntary compliance was achieved for eight of the cases resulting in case closure. For Fiscal Year 2022-2023, Code Enforcement has collected \$10,686.49 in Code Enforcement fines.

Month of June courtesy notice of violation/notice of violation.

- 8 of 46 courtesy notices of violation/notice of violation complied which led to 17% compliance.

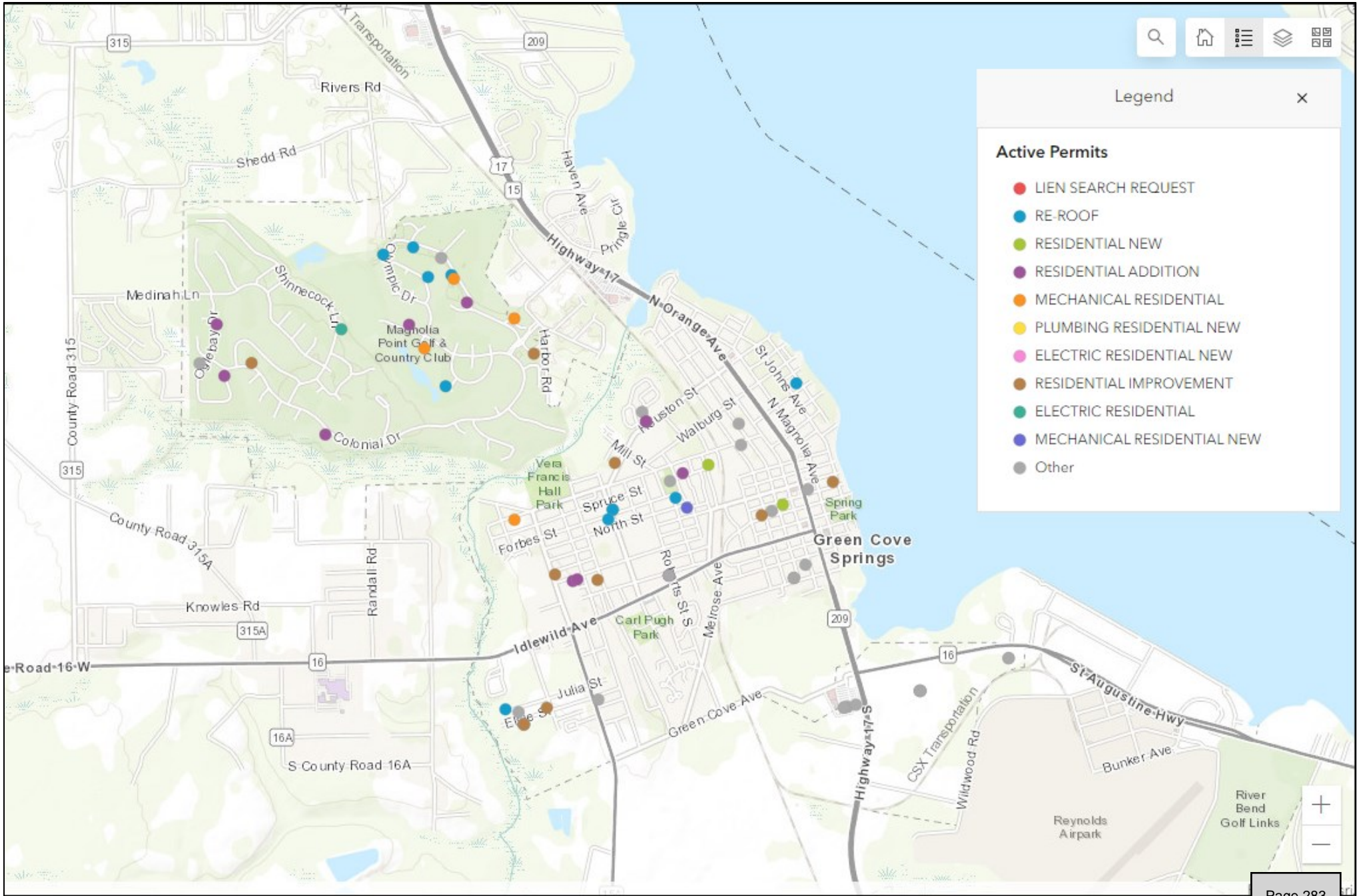
- 3 of 14 notices of violation voluntary compliance was achieved resulting in case closure.
- 9 notices of violation from previous months compliance was achieved resulting in case closure
- 4 courtesy notices of violation from previous months compliance was achieved resulting in closure.
- One thousand eleven dollars and forty-nine cents collected for lien fines.

BUILDING

Building permit activity increased from May to June. The total number of building permits issued in June was 67 compared to 58 in May. Permit activity for June 2023 decreased by 6% from June 2022.

Revenues for Building related fees for June was \$13,949.

June 2023 PERMIT SUMMARY	
RESIDENTIAL NEW	2
COMMERCIAL NEW	0
RESIDENTIAL ADDITION	5
COMMERCIAL ADDITION	2
RESIDENTIAL REMODEL / IMPROVEMENT	4
COMMERCIAL REMODEL / IMPROVEMENT	1
DEMOLITION	0
SIGNS	2
POOLS	0
RE-ROOFING	22
FENCES	6
MECHANICAL / ELECTRICAL / PLUMBING	23
OTHER PERMITS	0
TOTAL PERMITS ISSUED	67





Public Works Monthly Executive Summary June 2023

Street Department

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

- Trim back limbs and vegetation on the city rights-of-way.
- Setup for traffic control for Food Truck Friday, June 2nd.
- Setup for traffic control for Third Saturday Market in the Park, June 17th.
- Assisted the contractor with Public Works compound construction.

The Street Department completed 31 additional work orders that pertained to street and stormwater issues.

Parks Department

During the month of June, 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:

- Monthly playground equipment inspection and necessary repairs.
- Clean storm drains City Wide.
- Cleaned the pool 4 times.
- Prepped Spring Park for Food Truck Friday June 2nd.

The Parks Department completed 2 additional work orders outside of their normal daily work schedules.

Equipment Maintenance

The Equipment Maintenance Shop, as always, works hard to keep the equipment and vehicles going so the city can continue to provide our citizens with the exceptional service they are accustomed to. During the month of June, Danny, John, and Donald completed **118** work orders.

Tradesworker

During the month of June **29** 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 6 trash cans and 6 recycle bins to new customers.
- Delivered 4 recycle bins to current customers.
- Repaired 4 trash cans.
- Replaced 34 trash cans.

This month June, the city collected:

- **336.77** tons of Class I garbage (28% decrease)
- **19.73** tons of recycling (20% increase)
- **127.36** tons of yard waste (33% increase)
- **12.01** tons of white goods and other junk
- **104.8** tons Sludge
- **0 tons Street Sweeping**

For comparison during June 2022, the city collected:

- **430.38** tons of Class I garbage
- **16.43** tons of recycling
- **95.69** tons of yard waste
- **28.66** tons of white goods and other junk
- **85.27** tons Sludge
- **0 Street Sweeping**

Water/Wastewater

- W/WW crews/management had personal interaction with several citizens regarding water/sewer issues.
- Contacted all customers on water and irrigation “Highest Users” report that had unusual consumption (not usually on report)
- Staff continues to refine the scope and financials of the consolidated AWWTP, expanded reclaimed water system, wastewater collection system improvements and water system capital improvements to obtain maximum grant potential, optimize loan conditions and minimize impact to customers.
- W/WW/RW Projects;
 - Design of the improvements to the city’s wastewater treatment system (all phases) is complete. In order to maximize grant opportunities, the initial construction phase was split into two pieces, for a total of four phases;
 - Phase I is construction of the on-site reclaimed water system (storage tanks, high service pumps, electrical) at the existing Harbor Road Facility, and rehabilitation of Master Lift Stations #2 and #4. This phase went out to bid in January in two parts – plant reclaimed water improvements & lift station #2 &

#4. **Construction was completed in June 2020.** The total Phase I cost is \$6,120,600. Staff received \$4,063,425.00 in “Principal Forgiveness” (grant) from FDEP (SRF).

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

Potable Water:

- Staff and Mittauer have completed a full review of the future capital needs of the water system. A comprehensive capital improvement program (CIP) has been developed as part of the Water Master Plan. As in the past, the timing of many of these improvements is driven by future activities in Reynolds Industrial Park and other areas of our service territory. The city has received an FDEP – SRF loan for Planning and Engineering of several of the CIP improvements so that as the need for the improvements occur, the City is ahead of the game and can apply very quickly to SRF for actual construction dollars as “shovel-ready” projects. The total design project cost is \$356,800.00, with a \$178,400.00 (50%) principal forgiveness (grant), leaving an actual loan of \$180,100.00.
- Reynolds Water System Improvements:
 - New water mains along two primary streets to remedy fire hydrants that were inadequate.
 - New 12” water main crossing under SR 16 to replace aging mains that endanger the integrity of the road. This eliminated four existing crossings.

- New water main along Red Bay Road eliminating existing aging and leaking pipes. In addition remediating fire hydrants that were inadequate.
- New water main and sewer force main extension from Reynolds Park to and across the MOBRO complex. This extension is designed to supply water, fire protection & sewer needs to MOBRO and future developments to the east.
- **Completed September 2021**

South Service Territory Improvements:

- New 12” water main loop from US17 along CR 209 S to the existing 12” water main that terminated at 4600 CR 209 S. This also included a new 4” sewer force main from US 17 along CR 209 S to the First Coast Expressway crossing. **Completed September 2021**
- The City has received grants from the State of Florida Hazard Mitigation Grant Program (HMGP) to install auxiliary generators at 17 sewage lift stations, and install generators / raise infrastructure at four additional stations. The grant funds 75% of the improvements. **Approximately 99% complete**
- Continued remediation of malfunctioning or out-of-service hydrants.
- Operated and maintained the Harbor Rd. and South Wastewater Treatment Plants as well as the Harbor Rd. and Reynolds Water Treatment Plants to meet the requirements of Regulatory Agencies.
- Continued to make process control adjustments at the Harbor Rd. and South WWTP in efforts to further lower Total Nitrogen and Total Phosphorus levels being discharged to the St. Johns River.
- Continued landscape maintenance at Water and Wastewater Treatment Facilities as well as lift stations.
- Continued preventative maintenance on all treatment facility generators.
- Completed 2 new services.
- Completed 52 water related work orders.
- Completed 16 sewer related work orders.
- Responded to 133 utilities locate requests.

TOP 10 WATER CUSTOMERS JUNE 2023

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Sheriff’s Department	1	Magnolia Point Investments
2	Magnolia Point Investments	2	Sheriff’s Department
3	Vallencourt Construction	3	AMH Development
4	AMH Development NON RES	4	Vallencourt Construction
5	Permabase Building Products	5	Mobro Marine INC
6	Mobro Marine INC	6	Permabase Building Products
7	Vystar Credit Union	7	Vystar Credit Union
8	Magnolia Point Association	8	Magnolia Point Association
9	Stephen Williams	9	Stephen Williams
10	Stephen Elgin	10	Stephen Elgin

TOP 10 IRRIGATION CUSTOMERS JUNE 2023

Largest (By Consumption)		Largest (By Dollar Amount)	
Rank	CONSUMER	Rank	CONSUMER
1	Sheriff's Department	1	Sheriff's Department
2	Kindred Health	2	Kindred Health
3	Premier Surface Design LLC	3	Governors Creek#436
4	Governors Creek #436	4	Premier Surface Design LLC
5	Clay Port INC	5	Clay County Court House
6	Wiggins Construction CO	6	Clay Port INC
7	Clay County Court House	7	Wiggins Construction CO
8	County Building	8	County Building
9	Green Cove Springs Marina	9	Diamond Assisted Living
10	Springs Coin Laundry	10	Springs Coin Laundry

TOP 10 SEWER CUSTOMERS JUNE 2023

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	Kindred Health	3	Kindred Health
4	Premier Surface Design LLC	4	Governors Creek#436
5	Governors Creek#436	5	Premier Surface Design LLC
6	Clay Port INC	6	Clay County Court House
7	Wiggins Construction CO	7	Clay Port INC
8	Clay County Court House	8	Wiggins Construction CO
9	County Building	9	County Building
10	Springs Coin Laundry	10	Diamond Assisted Living

Wastewater Plant Capacity Status

South Plant: TMDL Capacity 0.350 MGD*,

- Current Loading 0.251 MGD*, 72% Capacity (May 2023 Annual Average)
- Current & Committed (.065) Loading 0.317 MGD*, 90% Capacity
- Current, Committed (.065) & Requested (0.40) Loading 0.370 MGD*, 102% Capacity

Harbor Road: TMDL Capacity 0.650 MGD*

- Current Loading 0.481 MGD*, 75% Capacity (May 2023 Annual Average)
- Current & Committed (0) Loading 0.484 MGD*, 75% Capacity
- Current, Committed & Requested (0) Loading 0.484 MGD*, 75% Capacity

*MGD = Million Gallons per Day

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