



AGENDA
Regular City Council Meeting
Monday, January 3, 2022, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. APPROVAL OF MINUTES

- A. December 6, 2021, Special City Council Meeting p. 3
December 6, 2021, Regular City Council Meeting

4. COMMENTS FROM THE PUBLIC
5. COMMUNICATION / CORRESPONDENCE / REPORTS

- | | |
|----------------|-----------------|
| • Mayor | • City Attorney |
| • City Council | • City Clerk |
| • City Manager | • Police Chief |

6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES

- A. ORDINANCE NO. 2021-13, SECOND READ AND PUBLIC HEARING, An Ordinance Creating a New Article VIII, Emergency Management, within Chapter 2, Administration; Providing for Severability; Providing an Effective Date p. 13
- B. ORDINANCE NO. 2021-14, SECOND READ AND PUBLIC HEARING, An Ordinance by the City Council of the City of Neptune Beach, Extending a Temporary Moratorium on the Commercial Rental and Lease, and Use of Rented and Leased, Electric Personal Assistive Mobility Devices, Micromobility Devices and Motorized Scooters as Provided in Section 22-7 of the City's Code of Ordinances; Providing for Legislative Findings, Conflicting Ordinances, Severability, Enforcement, and an Effective Date p. 25
- C. ORDINANCE NO. 2021-15, SECOND READ AND PUBLIC HEARING, An Ordinance Amending the Operating Budget for the City of Neptune Beach, Florida for Fiscal Year 2022, Beginning October 1, 2021, and Ending September 30, 2022 p. 31

9. OLD BUSINESS / NONE

10. NEW BUSINESS

- A. Consideration of Supplemental Agreement No. 1 with Kimley-Horn and Associates, Inc., for the Consumptive Use Permitting and Well Design Services p. 37
- B. Consideration of Supplemental Agreement No. 2 with Dewberry | Hydro, Inc., for the MS4 Compliance and Annual Reporting Services p. 55
- C. Resolution No. 2022-01, Appointing Members to the Community Development Board p. 60
- D. City Council Seat 5 Vacancy Discussion p. 63

11. COUNCIL COMMENTS

12. ADJOURN

To view the meeting online, register at:

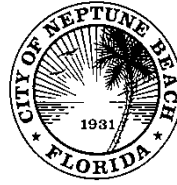
<https://attendee.gotowebinar.com/register/6137463331173618448>



Residents attending public meetings can use the code **AE93** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots.

- **To use a kiosk: Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.**
- **To use the Flowbird app: Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."**



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, DECEMBER 6, 2021, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, December 6, 2021, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

Mayor Elaine Brown
 Vice Mayor Fred Jones(*absent*)
 Councilor Kerry Chin
 Councilor Lauren Key
 Councilor Josh Messinger(*via CMT*)

STAFF:

City Manager Stefen Wynn
 City Attorney Zachary Roth
 Police Chief Richard Pike
 Senior Center Director Leslie Lyne
 Public Works Director Jim French
 Grant and Resiliency Coordinator Colin Moore
 City Clerk Catherine Ponson

**Call to Order/Roll
Call/Pledge**

Mayor Brown called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

**Recognition of Boy
Scout Troop 282**

Mayor Brown recognized Scoutmaster John Elzey, Assistant Scoutmaster Jacob Arlington, and Neptune Beach Scout Troop 282 who were in attendance to earn their Citizenship in the Community Merit Badge.

**Eagle Scout Milo
Moore**

Mayor Brown presented Milo Moore with a congratulatory letter for achieving the rank of Eagle Scout.

Public Comment

Phillip May, 1940 Tara Court, Neptune Beach, requested a public workshop to discuss the issues on Tara Court. He also requested a response to his email on when this could happen.

Andrew Greene, 540-580 Atlantic Boulevard, on behalf of Neptune Plaza, stated he was here today for the regularly scheduled coordination meeting for the Neptune Plaza development. He gave a brief update and thanked Council.

**Ordinance No.
2021-07, Millage
Rate**

ORDINANCE NO. 2021-07, READOPTING FINAL MILLAGE RATE, SECOND READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida, Adopting Final Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022; Setting Forth Certain Information Regarding "Rolled-Back Rate"; Directing the City Manager to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; Providing an Effective Date.

Public Hearing Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

City Manager Stefen Wynn explained that the interim CFO, while making the budget, went below the minimum amount of ad valorem revenue and property taxes that could be collected. The minimum amount allowed is 95%. The previously advertised amount anticipated only 92.15% of ad valorem revenues. The City is required to increase the amount of expected general fund revenues by \$94,008. The change does not affect the 3.3656 millage rate, or the amount of property tax that residents may pay.

Florida Statutes Section 200.065 requires the taxing authority to hold a new millage and budget hearing two to five days following the publication of the corrected advertisements. The advertisements were required to be published within 15 days from the receipt of the notification from the Department of Revenue.

Made by Chin, seconded by Key..

MOTION: **TO READOPT ORDINANCE NO. 2021-07, ADOPTING FINAL MILLAGE FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ON SECOND READ**

Roll Call Vote:

Ayes: 4-Chin, Key, Messinger, and Brown

Noes: 0

MOTION CARRIED

Ordinance No. 2021-08, Budget **ORDINANCE NO. 2021-08, READOPTING A FINAL BUDGET, SECOND READ AND PUBLIC HEARING.** An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Budget and Appropriating Funds for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022; Providing an Effective Date

Public Hearing Mayor Brown opened the public hearing.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, stated she is uncomfortable with the budget. There has not been a financial person on board for several months.

There being no further comments from the public, the public hearing was closed.

Made by Chin, seconded by Key.

MOTION: **TO READOPT ORDINANCE NO. 2021-08, ADOPTING FINAL BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ON SECOND READ**

Ayes: 4-Key, Messinger, Chin, and Brown

Noes: 0

MOTION CARRIED

Adjournment There being no further business, the meeting adjourned at 6:13 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
REGULAR CITY COUNCIL MEETING
IMMEDIATELY FOLLOWING THE SPECIAL CITY
COUNCIL MEETING
MONDAY, DECEMBER 6, 2021, 6:13 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, December 6, 2021, at 6:13 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

Mayor Elaine Brown
 Vice Mayor Fred Jones (*absent*)
 Councilor Kerry Chin
 Councilor Lauren Key
 Councilor Josh Messinger(*via CMT*)

STAFF:

City Manager Stefen Wynn
 City Attorney Zachary Roth
 Police Chief Richard Pike
 Public Works Director Jim French
 Senior Center Director Leslie Lyne
 Grant and Resiliency Coordinator Colin Moore
 City Clerk Catherine Ponson

**Call to Order/Roll
Call/Pledge**

Mayor Brown called the meeting to order at 6:00 p.m.

AWARDS / PRESENTATIONS/ RECOGNITION OF GUESTS / NONE

APPROVAL OF MINUTES

Minutes

Made by Chin, seconded by Key.

MOTION:

TO APPROVE THE FOLLOWING MINUTES:

November 1, 2021, Regular City Council Meeting
November 15, 2021, Special City Council Meeting
November 15, 2021, Workshop City Council Meeting
November 23, 2021, Charter Review Discussion

Roll Call Vote:

Ayes: 4-Chin, Key, Messinger, and Brown.

Noes: 0

MOTION CARRIED

PUBLIC COMMENTS

Public Comment Pat Hazouri, 207 Florida Boulevard, Neptune Beach, spoke regarding a Council vacancy and notifications of upcoming meetings.

COMMUNICATIONS / CORRESPONDENCE / REPORTS

City Manager
Report

City Manager Stefen Wynn reported on:

- The schedule of holiday events.
- Update on the budget amendment process.
- A schedule of internal staff meetings for review of the LDC update.
- The Senior Center design charette held on November 29, 2021.
- Jarboe Park status and cost update.
- Monthly building, fire, and code enforcement reports.

Councilor Key asked Mr. Wynn to further explain the budget amendment process and using an ordinance versus a resolution.

Mr. Wynn pointed out that as unanticipated revenue comes in, there must be a mechanism to receipt that revenue into the books. That would require an amendment. Since we adopt our budget by ordinance, we must adopt the budget amendments by ordinance.

All monthly City Manager reports can be found, in their entirety, at:

<https://www.ci.neptune-beach.fl.us/city-manager/pages/city-manager-reports>.

Police Chief
Report

Police Chief Richard Pike gave a quick after-action report on Pete's Thanksgiving event. There was a record crowd with no incidents. The Police Department would help facilitate traffic during the upcoming Christmas events. They received two complaints on the Florida Avenue and Fifth Street detour. They have received complaints regarding golf carts driving on sidewalks in and around the park. Officers from each squad would be stepping up enforcement on that issue.

Mr. Wynn reported that there had been questions about no work being done at the Florida Boulevard culvert project. The delay has been with the telecommunications provider who was given adequate notice pursuant to Florida Statute. The City Attorney has been in communication regarding the delay.

VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS

SE 21-04, Dos
Vatos Tacos, 1455
Atlantic Blvd

SE21-04 Application for a new special exception to modify the outdoor dining as outlined in Chapter 27, Article 3 Division 9 of the United Land Development Code for MNCW, LLC for the property known as 1455 Atlantic Blvd. The request is to build an awning-type structure to cover the existing outdoor seating. The original special exception for outdoor dining was granted on October 1, 2012. No additional seating capacity is being requested.

Mr. Wynn explained this was unanimously approved by the Community Development Board on November 10, 2021. The business is Dos Vatos Tacos and they already have outdoor seating. They are not requesting additional seating. This application is for the installation of an awning over the existing seating.

Made by Key, seconded by Messinger.

MOTION:

TO APPROVE SE 21-04, SPECIAL EXCEPTION FOR 1455 ATLANTIC BOULEVARD TO BUILD AN AWNING-TYPE STRUCTURE TO COVER THE EXISTING OUTDOOR DINING. NO ADDITIONAL SEATING CAPACITY IS GRANTED.

Roll Call Vote:

Ayes: 4-Chin, Key, Messinger and Brown.

Noes: 0

MOTION CARRIED

ORDINANCES

Ord. No. 2021-13, Ordinance No. 2021-13, First Read And Public Hearing. An Ordinance Creating a New Article VIII, Emergency Management, within Chapter 2, Administration; Providing for Severability; Providing an Effective Date

Public Hearing Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Mayor Brown stated this is a great thing to bring forward considering what she has seen and been through with hurricanes and the pandemic.

Councilor Chin pointed out that on page 61 of the packet, (Section 2-503(1) k.), the word "may" should be inserted between "city" and "confiscate."

Councilor Chin questioned where the ordinance (Section 2-503(2)k. and l.) refers to the City getting access to privately-owned lands, public and private roads to perform emergency operations. He questioned if we should include anything regarding access to waterways. Specifically, waterways adjacent to private property such as the canal or anywhere on the marsh. He also questioned the penalty Section 2-516. He stated that it sounds like this language talks about penalties after a trial and does that mean the City is unable to issue a ticket up front after a violation.

City Attorney Zachary Roth explained that this contemplates similar to another Code violation that we have, such as the dog leash ordinance. We would issue a ticket and they would have so much time to contest it. Then it would go to the next step.

Councilor Messinger questioned how this mechanism reissues itself. He added that it was left open-ended as to when the declaration of emergency ends.

Mr. Roth stated that was left intentionally that there was not an end. He added that one of our neighboring cities has to continue to extend the period. He added that if we may also forget to extend the state of emergency. The ordinance is drafted so that ending the state of emergency is an intentional act.

Councilor Messinger asked if a requirement be added to have meetings on an interval basis. There does not have to be a vote. He is anticipating the declaration of emergency, which gives the governing body more power outside the normal channels then being forgotten about. This would keep it at the forefront while we are in the state of emergency.

Mr. Roth added that the language could be added and what it would look like would be up to Council.

Mr. Roth clarified Councilor Key's inquiry that a declaration of emergency by the Mayor would expire. She agreed with Councilor Messinger regarding revisiting it every so often.

Councilor Messinger requested Mr. Roth come up with an option or two that would achieve a goal of bringing this back and keeping it at the forefront of minds while at the same time not hindering it to the point of ineffectiveness.

Made by Key, seconded by Chin.

MOTION: **TO MOVE ORDINANCE NO. 2021-13, CREATING A NEW ARTICLE II, IN CHAPTER 2, EMERGENCY MANAGEMENT TO A SECOND READ**

Roll Call Vote:

Ayes: 4-Key, Messinger, Chin, and Brown.

Noes: 0

MOTION CARRIED

Ordinance No. 2021-14, E-scooter Moratorium Ordinance No. 2021-14, First Read and Public Hearing. An Ordinance by the City Council of the City of Neptune Beach, Extending a Temporary Moratorium on the Commercial Rental and Lease, and Use of Rented and Leased, Electric Personal Assistive Mobility Devices, Micromobility Devices and Motorized Scooters as Provided in Section 22-7 of the City's Code of Ordinances; Providing for Legislative Findings, Conflicting Ordinances, Severability, Enforcement, and an Effective Date

Public Hearing Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Made by Messinger, seconded by Key.

MOTION: **TO APPROVE ORDINANCE NO. 2021-14, EXTENDING TEMPORARY MORATORIUM ON COMMERCIAL RENTAL AND LEASE OF ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, MICROMOBILITY DEVICES AND MOTORIZED SCOOTERS ON FIRST READ**

Roll Call Vote:

Ayes: 4-Messinger, Key, Chin, and Brown.

Noes: 0

MOTION CARRIED

Ordinance No. 2021-15, FY22 Budget Amendment Ordinance No. 2021-15, First Read and Public Hearing. An Ordinance Amending the Operating Budget for the City of Neptune Beach, Florida for Fiscal Year 2022. Beginning October 1, 2021 and Ending September 30, 2022

Public Hearing Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Mr. Wynn explained that earlier in 2021, one of the City's police cruisers, while working a car accident was totaled by a drunk driver. What the City anticipated receiving from insurance proceeds is less than the cost of replacement. The City is working with the prosecutor to put that into restitution.

Mr. Wynn continued that there is a plan to replace the vehicle without using General Fund revenues. A budget amendment is being requested to pull out of the appropriated fund balance from the Eckstein donation and vehicle surplus sales.

Made by Chin, seconded by Messinger.

MOTION: **TO APPROVE ORDINANCE NO. 2021-15, AMENDING FY2022 BUDGET ON FIRST READ**

Roll Call Vote:

Ayes: 4-Messinger, Chin, Key, and Brown.

Noes: 0

MOTION CARRIED

OLD BUSINESS / NONE

NEW BUSINESS

Jones Edmonds-
Supplemental
Agreement #2

Consideration of Approval of Supplemental Agreement No. 2 with Jones Edmonds & Associates, Inc., for Stormwater Study and Design Services. Mr. Wynn explained this second supplemental agreement with Jones Edmonds is specifically designed from a petition that the City from residents for water issues in two locations, Bal Harbour and west of 3rd Street in the neighborhood of Florida Boulevard and South Street.

Public Works Director Jim French stated that we budgeted \$60,000 for a Consultant to assist the City with identifying localized drainage issues, investigating the causes, identifying potential solutions, and prioritizing a list of projects so that we can include them in the 5-year Capital Improvement Projects (CIP) plan. In addition, the City received \$317,848 in ARPA funding, that allocated an additional for \$200,000 design and \$117,848 for the construction of drainage improvement projects.

Staff coordinated with Jones Edmonds & Associates, a consultant engaged through one of CONB's continuing service contracts, to request the fee proposal to provide the project prioritizing, public outreach, and begin the initial design services with the various stormwater issues. Staff determined the proposed total fee of \$259,817.00 to be reasonable for the scope of services provided. He added that there would be two public outreach meetings which would include a strategic planning process.

Councilor Chin questioned in the scope it states in 2015, the City had previously designed improvements for the Bal Harbour area and asked what happened.

Mr. French explained that no bids were received and those improvements were not completed.

Councilor Messinger asked in the design portion of the scope, does the \$200,000 only include the two projects mentioned and no others.

Mr. French remarked that with the \$200,000, we may be able to achieve other things as well. There are some other small projects that during the strategic planning, we could use the lighter, quicker, cheaper and maximize that design.

Councilor Messinger followed up by asking if Jones Edmonds would be taking into consideration the 30% that we are looking at for the east of Third Street storm projects and the canal improvements that need to take place as well.

Mr French advised that he had given Jones Edmonds the reports done by Parsons to include into the list of priority projects so they won't recreate what Parsons did.

Councilor Messinger inquired if there would be rough calculations on costs when doing the priority projects and would they be reassessing all old and new estimates so that everything is on an even line basis.

Mr. French stated that an order of magnitude had been discussed which is a Class 5 that is good for budgeting purposes. This will help put budget numbers and build out the CIP program over five years.

Councilor Messinger remarked that he just wanted to make sure that this is all being encompassed in this project.

Councilor Key questioned what was meant by public outreach mentioned in Task #1.

Mr. French reported that there would be two public engagement meetings where the public would be invited to participate. There would be a series of stations so that the public would not have to show up for the whole meeting, learn about the process and be able to provide feedback.

Councilor Key inquired if the City could take that on to bring down that cost. She added that people aren't attending these types of meetings and she does not want to spend money when there's a few engaged citizens.

Mr. French stated that his resources are thin and the consultant would be able to help with these meetings.

Made by Chin, seconded by Messinger.

MOTION: **TO APPROVE SUPPLEMENTAL AGREEMENT NO. 2 WITH JONES EDMONDS**

Roll Call Vote:

Ayes: 4-Key, Messinger, Chin, and Brown.

Noes: 0

MOTION CARRIED

Dewberry-
Supplemental
Agreement #1

Consideration of Approval of Supplemental Agreement No. 1 with Dewberry|Hydro for Phase I WWTF Consent Order Compliance Services. Mr. French explained the City entered a Consent Order with the FDEP back in August, 2020 for the Wastewater Treatment Facility (WWTF) exceeding its nutrient limits. Staff is regularly coordinating with the FDEP on the Consent Order including collecting influent characteristics for the design, demonstration/pilot projects, identifying issues, and working towards the award of the General Engineering Continuing Contracts (GECC). Over this year we believe that Plant 2 (extended air) needs to change the treatment process to improve its total nutrient removal to better match that of Plant 1 (IFAS). This is the first phase of several other needed improvement projects at the WWTF.

Staff coordinated with Dewberry | Hydro, a consultant engaged through one of CONB's continuing service contracts, to request the attached fee proposal to provide the professional services needed to address the first phase of the WWTF Consent Order with the FDEP. The Consultant identified Task 9 - Owner Contingency Services in the amount of \$98,678.86 to handle unknown or unforeseen issues that may be identified during the study and planning phases of the project based on the final process alternative selection. Task 9 is the result of Consultant negotiations to timely finalize scope so that elements of the FDEP's Consent Order requirements such as the submission of a Compliance Plan and time extension can start as soon as possible. Staff determined the proposed total fee of \$412,096.43 to be reasonable for the scope of services provided.

Councilor Chin pointed out that both of the supplemental agreements discussed at this meetings talk about design services only. They still need to go through the construction and bid process.

Mr. French confirmed that we would have another public solicitation to get a contractor on board.

Made by Key, seconded by Messinger.

MOTION: **TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 WITH DEWBERRY
HYDRO**

Roll Call Vote:

Ayes: 4-Messinger, Chin, Key, and Brown.

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Councilor Chin commented that the celebrations in Jarboe Park were successful. He added that the parking situation on Bay Street would need to be figured out. He suggested roping it off more sufficiently.

Mayor Brown announced the Beaches Go Green Clean Up Event in the Beaches Town Center on Friday, December 10, 2021, from 4:30 p.m. – 6:30 p.m.

There is also the 1st Street Christmas Parade on December 11, 2021. The staging begins at 3:30 p.m. at First Christian Church, 2125 Ocean Front.

Mayor Brown thanked everyone for all of their hard work throughout the year and wished everyone and their families a Happy Holiday,.

Adjournment

There being no further business, the meeting adjourned at 7:14 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



Agenda Item #8A
Ord. No. 2021-13
Emergency Management

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM: ORDINANCE NO. 2021-13, SECOND READ AND PUBLIC HEARING, An Ordinance Creating a New Article VIII, Emergency Management, within Chapter 2, Administration; Providing for Severability; Providing an Effective Date

SUBMITTED BY: City Manager Stefen Wynn

DATE: December 28, 2021

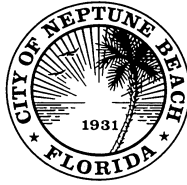
BACKGROUND: In the event of a disaster or emergency in the City of Neptune Beach, it may be necessary for the City to take certain actions and declare certain rules in effect in order to protect citizens, residents, visitors, and their properties.
It is in the best interest of the City and its citizens to establish lines of authority, procedures, rules and regulations, and actions which the City may take in the event of a disaster or emergency to protect its citizens and their properties.
The proposed ordinance was discussed at the November 15, 2021, Council workshop and moved to a second read on December 6, 2021.

BUDGET: N/A

RECOMMENDATION: Consider adoption of Ordinance No. 2021-13

ATTACHMENT: 1. Ord. No. 2021-13-f

INTRODUCED BY:
MAYOR BROWN



ORDINANCE NO. 2021-13

A BILL TO BE ENTITLED

**AN ORDINANCE CREATING A NEW ARTICLE VIII
(EMERGENCY MANAGEMENT), WITHIN CHAPTER 2
(ADMINISTRATION); PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 1.03 of the City Charter, the City is vested with all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as expressly prohibited by law or the City Charter; and

WHEREAS, Fla. Stat. § 252.38 grants political subdivisions, including municipalities, certain power and authority in the event of emergencies or disasters for local and general emergencies; and

WHEREAS, in the event of a disaster or emergency in the City of Neptune Beach, it may be necessary for the City to take certain actions and declare certain rules in effect in order to protect citizens, residents, visitors, and their properties; and

WHEREAS, it is in the best interest of the City and its citizens to establish lines of authority, procedures, rules and regulations, and actions which the City may take in the event of a disaster or emergency to protect its citizens and their properties; and

WHEREAS, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City, that it advances a significant and important governmental interest, and that it furthers the City's performance of municipal functions and rendering of municipal services.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, THAT:

Section 1. Creating a new Chapter 2. Administration, Article VIII, Emergency Powers, Sections 2-500 through 2-519. New Sections 2-500 through 2-519, Chapter 2 (Administration), Article VIII (Emergency Management), City of Neptune Beach Code of Ordinances are hereby created to read as follows:

**CHAPTER 2. ADMINISTRATION
ARTICLE VIII. EMERGENCY MANAGEMENT**

* * *

Sec. 2-500. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the content clearly indicates a different meaning.

Abandoned vehicle shall mean any vehicle meeting the definitions of "Junked, abandoned property" as defined below or in Sec. 22-35:

- (i) In a wrecked, inoperative, junked, or partially dismantled condition upon any public property of this city;
- (ii) On any roadway of this city without the consent of the authority having jurisdiction thereof; or
- (iii) Left, stored, or abandoned upon the property of another without the consent of the owner of the property.

City shall mean the City of Neptune Beach.

County shall mean Duval County.

Derelict vessel shall mean any vessel that is left, stored, or abandoned:

- (i) In a wrecked, junked, or substantially dismantled condition upon any public waters of this city;
- (ii) On or at any beach, public property, or roadway without the consent of the agency having jurisdiction; or
- (iii) Docked or grounded at or beached upon the property of another without the consent of the owner of the property.

Disaster means the actual occurrence of widespread or severe damage, injury or loss of life or property resulting from a natural or human-made causes including but not limited to, fire, flood, hurricane, tornado, ice/snow storm, wind, oil spill, earthquake, explosion, water contamination, utility failure, hazardous materials or radiological incidents, pandemic, epidemic, air contamination, blight, drought, infestation, or hostile military action, terrorist activities, riots, or civil disorders.

Emergency or local emergency means any occurrence, event, disaster or threat thereof, whether accidental, natural, or caused by man, in war or peace, which results or may result in substantial injury or harm to the population of the city or substantial damage to or loss of property within the city or a condition which threatens or adversely affects the public health, safety or security and which is or threatens to be beyond the control of those public and private agencies normally responsible for the management of such a condition, resulting from an act of imminent threatened act of war, riot, terrorism, mob or other acts of violence; from conflagration, explosion, hazardous materials incident or release; from a weather event such as a flood, hurricane or tornado; from a disruption in the city's utility system; from the threat or spread of disease, virus, or infection; or

from any other cause. A state of emergency exists when either, the President of the United States, the Governor of the State of Florida, or the government of Duval County declares a state of emergency that applies to the city, or when an emergent situation exists or is imminent in the city that impacts the health, safety, and welfare of the residents of the city, including situations where it affects the city uniquely.

Mayor shall mean

- (i) The mayor of Neptune Beach;
- (ii) In the absence of the mayor of Neptune Beach, the vice mayor of Neptune Beach;
- (iii) In the absence of the mayor and vice mayor of Neptune Beach, the mayor pro tempore as provided in Section 2.04(b) of the Charter of the City of Neptune Beach.

Municipal Comprehensive Emergency Management Plan shall mean the City of Neptune Beach's emergency management plan as permitted by Fla. Stat. §252.38.

State shall mean State of Florida.

Weapon means a cutting instrument of any type, size or configuration; tear gas gun or chemical weapon or device; electric weapon or device; or any other device or object not commonly considered a weapon but which, in its use, intended use, or threatened use, is capable of causing injury to a person; e.g., rock, bottle, stick, club, bat, etc.

Sec. 2-501. - Administration and maintenance of an active municipal comprehensive emergency management plan in accordance with federal, state, and county guidelines.

A Municipal Comprehensive Emergency Management Plan for the city shall be administered, maintained, and updated as appropriate, in their discretion, by the city manager for the purpose of the management of emergency and disaster preparedness, response, recovery, and mitigation in accordance with current federal, state, and county guidelines.

Sec. 2-502. - Authority to declare and extend a state of emergency; activation of disaster plans; duration of state of emergency.

(1) When it is determined that any emergency or disaster has occurred or that the occurrence or threat of one is imminent and requires immediate and expeditious action to protect the lives and property of the citizens and to provide for the continued operation of essential services, a majority of a quorum of the city council, or, in the absence of same, the mayor, is authorized to declare a state of emergency. A declaration of a state of emergency shall activate the Municipal Comprehensive Emergency Management Plan and any other disaster emergency plans applicable to

the city and shall be the authority and guidelines for emergency measures as well as to authorize the use or distribution of any supplies, equipment, materials, or facilities assembled or arranged to be made available pursuant to such plans. A state of emergency declared by the mayor shall automatically expire unless extended by the city council within ~~sixty-thirty~~ (630) days of declaration.

(2) To the extent permitted by the provisions of state law, the mayor and city manager shall, as necessary, convene meetings of the city council with members of the city council attending, as appropriate, by telephone or other electronic means. The mayor and city manager may rely upon actions of the city council for guidance and direction notwithstanding the absence of a legal quorum; provided, however, that the mayor and city manager's taking of necessary emergency actions shall not be conditioned upon the actual receipt of any such guidance or direction in dealing with emergency situations.

(3) In the absence of either the mayor or city council, the city manager may declare a state of emergency.

~~(3)(4)~~ Upon the declaration of a state of local emergency pursuant to this division, the state of local emergency shall be effective during the period of such local emergency for the duration of the period of time established in the applicable proclamation or as otherwise provided by state law, to protect the health, safety and welfare of the citizens of Neptune Beach and those other persons residing in, traveling in or conducting business in the city.

~~(4)(5)~~ The city council by a majority vote may declare or extend a state of emergency until such disaster or emergency no longer exists. Any extension declared by the city council shall be of a fixed and stated duration, subject to future extensions. Notwithstanding the preceding, at any time a state of local emergency is declared pursuant to this Chapter, such matter shall be placed as an agenda item under "old business" on the agenda of each regular meeting of the city council. In each such meeting, the city council shall be deemed to have approved the continuance of the state of local emergency unless motion is made and passed to terminate such state of local emergency. In the event, at any time, that three (3) regular meetings occur without motion made as to the state of local emergency, the city council shall vote on whether to continue the state of local emergency at the next regular meeting. Failure to affirmatively extend the state of local emergency during such mandatory vote shall result in termination of the state of local emergency thirty (30) days thereafter unless otherwise specified by motion approved by the city council.

~~In the absence of either the mayor or city council, the city manager may declare a state of emergency.~~

(5)(6) The provisions of this Article VIII shall be deemed supplementary to, and not in lieu of, the powers granted to the city by law and shall not be construed as to limit the powers granted by law.

Sec. 2-503. - Clarifying and designating powers of the, council, mayor and city manager during emergencies and disasters.

(1) General powers. ~~¶~~A majority of a quorum of the city council or, in the absence of same, the mayor and city manager, acting jointly, have the power to invoke any or all of the following provisions during a declared state of emergency or disaster, as well as any other powers the city may have by law. Should it be necessary to invoke any of the following provisions, a notice, when possible, should be made to the local news media for immediate dissemination to the public.

a. *Alcoholic beverages.* No person shall consume any alcoholic beverages in a public street or place which is publicly owned or in any motor vehicle driven or parked thereon which is within a duly designated restricted area.

b. *Weapons.* No person, except certified law enforcement or U.S. military personnel, shall carry or possess any weapon in a public place or upon the property of another; such possession shall be prima facie evidence of an intent to violate the provisions of this section.

c. *Restricted areas.* No person shall enter any area designated by the City of Neptune Beach as a restricted area unless in the performance of official duties or with written permission from the city manager, or their designated representative.

d. *Curfews.* No person shall be allowed in the public or private streets or places throughout the city or in any designated sections of the same during the hours in which the city has declared a curfew, except for the provision of designated, essential services, such as fire, utilities, police, emergency medical services and hospital services, including the transportation of patients, utility emergency repairs, and emergency calls by physicians. The provisions of this subsection shall not apply to government employees in the performance of essential services or while in the service of protecting the life, health, property, welfare or public peace of the community.

e. *Budget.* The mayor and city manager may recommend a budget to the city council for the creation and maintenance of an emergency response capability as provided herein.

f. *Emergency Regulations.* Emergency regulations necessary for the protection of life and property, establishment of public order, and control of adverse conditions affecting public welfare resulting from an emergency may be issued by the city manager and mayor.

g. *Control Center.* An emergency operations control center to include equipment, manning, and operational procedures necessary to the management and control of emergency conditions may be established.

h. *Permits.* Development permits may be issued to allow the reconstruction and repair of non-conforming structures that have been damaged. Development permits and construction permits may be issued without assessing customary fees and charges for activities that pertain to the restoration and rehabilitation of any and all structures damaged.

i. *Water.* The city may suspend the watering or irrigation of properties in the event that the city's water supplies or water supply system or facilities is or are threatened with harm or an inability to function at a level that is consistent with the protection of the public health, safety and welfare. The city may prohibit

the use of fresh water supplied by the city for any purpose other than cooking, drinking or bathing.

j. *Emergency Housing.* Provisions may be made for the availability and use of temporary emergency housing and the emergency warehousing of materials and the city may establish emergency operating centers and shelters in addition to or in place of those provided in Jacksonville's or the city's emergency management plans.

k. *Requisition.* The city confiscate merchandise, equipment, vehicles or property needed to alleviate the local emergency. Reimbursement to the owner shall occur within 60 days and at customary value charged for the items during 90 days previous to the state of local emergency.

l. *Support.* The city may call on the National Guard of the Army, public safety officials and law enforcement officials as necessary to assist in the mitigation of the local emergency or to help maintain law and order, rescue and traffic control.

m. *Price Gouging.* The city may prohibit the sale of merchandise, goods or services at more than the average retail price.

n. *Rules.* In addition to any other power, to the fullest extent permitted by law, the city may promulgate such other emergency rules as may be deemed necessary for the protection of the health, safety and general welfare of the city.

(2) During a state of emergency, the procedures and formalities otherwise required of the city by law may be waived by the mayor and city manager jointly and may authorize actions pertaining to the following as necessary:

a. Performing public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;

b. Entering into contracts;

c. Suspending bid provisions for a period not to exceed six (6) months from the declaration of the emergency in accordance with the provisions of Sec. 2-377(b)(4) of the Code;

d. Employment of permanent and temporary workers;

e. Utilization of volunteer workers;

f. Rental of equipment;

g. Acquisition and distribution of supplies, materials, and facilities;

h. Additional appropriation and expenditure of funds as needed for the emergency;

i. Implementing emergency personnel policies;

j. Activating and/or executing the statewide mutual-aid system and/or interlocal agreements;

k. Determining a threat to public health and safety that may result from the generation of widespread debris throughout the city, that such debris constitutes a hazardous environment for all modes of movement and transportation of the residents as well as emergency aid and relief services, endangerment to all properties in the city, an environment conducive to breeding disease and vermin, and greatly increased risk of fire, and that it is in the public interest to collect and remove disaster debris from all property within the city, whether publicly-owned lands, privately-owned lands, both public and private roads and easements,

including lands and roads located within any private, gated community to eliminate an immediate threat of additional damage to improved property and to promote economic recovery of the community at large and the health and safety of the community at large;

l. Authorize the city or their contracted agent right of access to private roads and easements and/or gated communities as needed by emergency vehicles such as, but not limited to, police, fire, medical care, debris removal, utility repairs, and sanitation to alleviate immediate threats to public health and safety;

m. Authorize the removal of debris and wreckage resulting from a major disaster from all property whether public lands, public or private roads, or gated communities for a safe and sanitary living or functioning condition;

n. Authorize the removal of derelict vessels pursuant to current Statutes of the State of Florida and in conjunction with the Florida Fish and Wildlife Conservation Council; and

o. Authorize the removal of abandoned vehicles pursuant to current Statutes of the State of Florida and in conjunction with law enforcement of the city, county, and state.

Sec. 2-504. - Emergency response costs.

Any expenditure made in conjunction with emergency activities, including mutual aid agreements and interlocal agreements, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city.

Sec. 2-505. - Responsibility for debris removal.

The city, its designee, or their contractor will be responsible for removing and disposing of any wide spread debris generated by a disaster on public land, public or private roadways, or roadways in gated communities that is determined to be a public threat to health or safety, as determined by the city manager.

The city is not responsible for removing debris generated from private residential or commercial property unless the debris is in the public right-of-way. However, the city may remove debris from private residential or commercial property if the removal of the debris is required to lessen an immediate threat to life, public health and safety, and reduce the threat of additional damage to improved property or to promote economic recovery of the community. This determination will be made by the city manager on a case-by-case basis.

Sec. 2-506. - Administrative rules.

The city manager is hereby authorized to adopt administrative rules that are deemed necessary and appropriate to implement the provisions of this division.

Sec. 2-507. - Termination of a state of emergency.

A state of emergency shall be terminated by a vote of the city council if practicable or upon the certification of the city manager or authorized person who originally requested the declaration of the state of emergency, that the conditions leading to or causing the emergency no longer exist and the city's agencies and departments are able to manage the situation without extraordinary assistance; provided that a state of emergency

established under F.S. § 870.041 et. seq. shall terminate at the end of a period of 72 consecutive hours after the declaration of the emergency, unless, prior to the end of the 72-hour period, the state of emergency has been terminated by an appropriate authority. Any extension of the 72-hour time limit must be accomplished with the concurrence of the city council by adoption of a resolution. Notice of termination of the emergency declaration shall be made to the public by the city manager, or designee, by the same means as the notice of the declaration of the state of emergency.

Sec. 2-508. - Applicability of provisions.

All persons, officers, employees, contractors, vendors, boards, councils, authorities and all other agencies of the city are subject to the provisions of this division.

Sec. 2-509. - Police emergencies.

A public police emergency may be declared because of civil unrest or imminent threat to public peace or order when the chief of police, or if unavailable, the next highest ranking officer in the police department chain of command, certifies to the city manager, or designee, that an emergency condition arising from hostile actions of others, terrorism, or other imminent threat to public peace or order, requires extraordinary measures for control, including, but not limited to curfew; blockade; proscription of the sale of firearms and other weapons to the extent permitted by law, alcohol beverages; explosives and combustibles; evacuation; and other like actions. Such events may be either armed or unarmed in nature. The city manager, or designee, shall report said certification to the city council regarding the need to declare a state of emergency and a declaration of emergency may then issue.

Sec. 2-510. - Utility emergencies.

(a) A public emergency may be declared because of utility conditions, when the appropriate official of the relevant utility, or designee, certifies to the city manager, or designee, that:

- (1) A condition exists or is imminent that endangers the safety, potability, quantity, availability, collection, conveyance, transmission, distribution, treatment, or storage of water or waste water through or within the city's water or wastewater utility system; or
- (2) A condition exists or is imminent that endangers the safety, quality, quantity, availability, transmission, distribution, or storage of gas through or within the city; or
- (3) A condition exists or is imminent that endangers the safety, quality, quantity, availability, transmission, or distribution of electric power through or within the city; or
- (4) A condition exists or is imminent that endangers the safety of citizens due to failures in communications system within the city; or
- (5) Other extraordinary actions to control and correct a situation relating to utility services of whatever nature are required including, but not limited to emergency purchase; call-in of off-duty personnel; assistance by other communities and agencies; and other like actions.

Sec. 2-511. - Weather emergencies.

A public emergency may be declared because of weather conditions when the national weather service or the state or county or other emergency management agency informs the city that emergency conditions resulting from meteorological conditions are present or imminent. Meteorological conditions include, but are not limited to hurricane, floods, tornados, or other severe weather conditions and the results therefrom. The city manager, or designee, may request a declaration of a state of emergency from appropriate officials.

Sec. 2-512. – Health emergencies.

A public emergency may be declared because of health conditions when the Center for Disease Control or the state or county or other emergency management agency declares that a health concern is present or imminent in the state or county. Health concerns include, but are not limited to pandemics, epidemics, or other spread of disease, virus, bacteria, or other health-impacting matters, organic or inorganic, and the results therefrom. The city manager, or designee, may request a declaration of a state of emergency from appropriate officials.

Sec. 2-513. - Suspension of local building regulations.

The city manager, or designee, may authorize a suspension of local building regulations during and following a declared state of emergency when the city's building official certifies to the city manager, or designee, that such action is necessary for the expeditious restoration of property damaged by the emergency event. Such suspension of building regulations may be applied on a case-by-case basis as required to remedy specific conditions and to facilitate the provision of emergency housing to disaster victims. The building official shall specify the provisions of the building code to be suspended and the reasons therefore, when certifying the necessity of such suspension to the city manager, or designee. The city manager, or designee, shall communicate to the city council the need to suspend local building regulations. The city council may confirm the suspension in its discretion.

Sec. 2-514. - Certification of emergency conditions.

A certification of emergency conditions to the city manager, or designee, may be verbal, but each verbal certification shall be confirmed in writing within 24 hours following an emergency declaration.

Sec. 2-515. - Immunity.

Elected and appointed officials, their designees, and all city employees shall have immunity for any actions taken in accordance with this division and the city retains its sovereign immunity for all actions taken relating to emergency preparedness, response and/or clean-up. The city retains extensive sovereign immunity for actions taken during a state of emergency and does not waive any of its sovereign immunity in this division.

Sec. 2-516. - Violation; penalties.

Any person or persons convicted of violating any of the provisions of this division including, but not limited to, any proclamation or rule adopted under the provisions of this division, shall be punished by a fine of not more than five hundred dollars (\$500.00),

plus costs of prosecution, or by imprisonment for not more than sixty (60) days, or by both such fine, costs and imprisonment in the discretion of the court.

The provisions of this division may be enforced by any and all lawful means by the city pursuant of all codes and ordinances duly adopted by the city council or as may otherwise be available to the city pursuant to state law and nothing contained in this division shall prohibit the city from enforcing this division by other means set forth in the city's codes and ordinances, provided in the statutory law of the State of Florida, or otherwise available to the city.

Sec. 2-517. - City council; powers.

(a) Given the exigency and danger that exists during a state of emergency, the city council may attend emergency briefings in person or by phone. These briefings are intended to inform members of the city council on the status of emergency preparedness and rescue and clean-up efforts, and of any emergency issues that may have arisen. Emergency briefings will not involve any items that will later be presented to the city council to act on as a body and will only relate to emergency matters.

(b) The city council retains authority to act if a city council meeting is held during the state of emergency. The city council may prospectively modify any emergency policies or approvals issued by the mayor under any provisions of state law, although any prior actions taken in reliance on such emergency policies or approvals shall remain effective and enforceable.

Sec. 2-518. - City attorney; powers.

(a) The city attorney may issue authoritative interpretations of any emergency management provision upon which the mayor, city councilors, and city manager, or designee, and their designees may rely.

(b) The city attorney may issue cease and desist letters, as necessary, in order to require compliance with the city Code and other controlling law.

(c) The city attorney may execute emergency documents on behalf of the mayor and other city officials with their permission.

Sec. 2-519. - Building official and code enforcement division; powers.

(a) During a state of emergency, the building official has full jurisdiction over any construction site and can give any orders deemed appropriate which can be enforced by the city attorney or code enforcement personnel.

(b) During a state of emergency or once the five-day forecast cone from the National Hurricane Center predicts that the city will be impacted by a tropical storm or hurricane, whichever comes first, best efforts shall be used by owners and/or any occupants of real property to secure all furniture, display racks, materials and similar loose objects in exposed outdoor locations, including loose materials or equipment at construction sites that must be secured or otherwise appropriately braced to rigid construction or stored in buildings to the extent practicable, given the conditions. The city shall give oral or written orders to any person on the premises most logically responsible for maintenance and such orders shall be carried out before winds of tropical storm velocity begin. In the event of construction, the city shall also attempt to give notice to the contractor, if practicable.

* * *

Section 2. Severability. If any section, sentence, clause, phrase, or word of this Ordinance is, for any reason, held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance, and it shall be construed to be the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein.

Section 3. Effective Date. This Ordinance shall become immediately upon passage by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown	YES
Vice Mayor Fred Jones	ABSENT
Councilor Kerry Chin	YES
Councilor Lauren Key	YES
Councilor Josh Messinger	YES

Passed on First Reading this 6th day of December, 2021.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Lauren Key
Councilor Josh Messinger

Passed on Second and Final Reading this _____ day of _____, 2020.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:



Agenda Item # 8B
Ord. No. 2021-14
E-scooter Moratorium

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	<u>ORDINANCE NO. 2021-14, SECOND READ</u> <u>AND PUBLIC HEARING</u> , An Ordinance by the City Council of the City of Neptune Beach, Extending a Temporary Moratorium on the Commercial Rental and Lease, and Use of Rented and Leased, Electric Personal Assistive Mobility Devices, Micromobility Devices and Motorized Scooters as Provided in Section 22-7 of the City's Code of Ordinances; Providing for Legislative Findings, Conflicting Ordinances, Severability, Enforcement, and an Effective Date
SUBMITTED BY:	Mayor Elaine Brown
DATE:	December 28, 2021
BACKGROUND:	<p>The City previously adopted a temporary moratorium (Ord. No. 2020-18, 1-19-2021) on the commercial leasing and renting and use of commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City.</p> <p>The City determines that additional time and information is required in order to properly evaluate how to regulate such items within the City, independently and as part of the City's ongoing process of analyzing and amending the LandDevelopment Code. This was moved forward to second read on December 6, 2021.</p>
BUDGET:	N/A
RECOMMENDATION:	Consider Adoption of Ordinance No. 2021-14, Extending the Moratorium on E-scooter Commercial Leasing Rentals
ATTACHMENT:	1. Ord. No. 2021-14

**SPONSORED BY:
MAYOR BROWN**



ORDINANCE NO. 2021-14

ORDINANCE NO. 2021-14

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, EXTENDING A TEMPORARY MORATORIUM ON THE COMMERCIAL RENTAL AND LEASE, AND USE OF RENTED AND LEASED, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, MICROMOBILITY DEVICES AND MOTORIZED SCOOTERS AS PROVIDED IN SECTION 22-7 OF THE CITY'S CODE OF ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS, CONFLICTING ORDINANCES, SEVERABILITY, ENFORCEMENT, AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Section 166.021, Florida Statutes, provides that municipalities have governmental, corporate, and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, pursuant to the Florida Constitution, a city may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," reinforces the authority granted under the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law, and to enact ordinances in further thereof, including its policing and regulatory powers; and

WHEREAS, the City of Neptune Beach ("City") is experiencing the unusual presence and increasing use of commercially rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the downtown area of the City; and

WHEREAS, Section 316.003(23), Florida Statutes, defines an electric personal assistive mobility device as any self-balancing, two-nontandem-wheeled device, designed to transport only one person, with an electric propulsion system with average power of 750 watts (1 horsepower), the maximum speed of which, on a paved level surface when powered solely by such a propulsion system while being ridden by an operator who weighs 170 pounds, is less than 20 miles per hour, and electric personal assistive mobility devices are not vehicles as defined in this section; and

WHEREAS, Section 316.003(39), Florida Statutes, defines a micromobility device as any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on level ground, and the term includes

motorized scooters and bicycles; and

WHEREAS, Section 316.003(46), Florida Statutes, defines a motorized scooter as any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground, and the term does not include an electric bicycle; and

WHEREAS, City staff and City law enforcement officers have observed users of electric personal assistive mobility devices, micromobility devices, and motorized scooters riding in an unsafe manner, riding on sidewalks and park areas, failing to observe traffic control devices, and neglecting to stop at intersections with stop signs, failing to yield to pedestrians, and other dangerous maneuvers that have put people at risk; and

WHEREAS, local commercial vendors who rent these devices and scooters have advised police department officials that although they were not prepared for the immense popularity of these devices and scooters, they intend to obtain more such devices and increase rentals at hotels and store fronts throughout the City; and

WHEREAS, there appears to be no organized management or control of the devices and scooters that are being used in the City and that are being left in areas throughout the City when the user discontinues use; and

WHEREAS, with this sudden occurrence of the large number of devices and scooters, and their rampant uncontrolled use, the City has found it necessary to issue this ordinance concerning this emergent special condition in the interest of public health, safety, and welfare and for protection of the users of the devices and scooters; and

WHEREAS, Section 316.008(1)(t), Florida Statutes, authorizes local authorities to reasonably exercise their police powers to adopt and enforce such temporary or experimental regulations as may be necessary to cover emergencies or special conditions; and

WHEREAS, Section 316.2068(5), Florida Statutes, authorizes a municipality to regulate the operation of electric personal assistive mobility devices on any road, street, sidewalk, or bicycle path under its jurisdiction if the governing body of the municipality determines that regulation is necessary in the interest of safety; and

WHEREAS, Section 316.2128(1), Florida Statutes, provides that a local government through the exercise of its powers under Section 316.008, Florida Statutes, may regulate and govern the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; and

WHEREAS, the existing situation regarding such devices creates a danger to person and property within the City that must be addressed expeditiously to protect the residents and businesses of the City; and

WHEREAS, allowing such matters to remain unregulated will result in damage to property and potential loss of life which requires immediate attention; and

WHEREAS, pursuant to the above cited laws the City also has the authority to impose a moratorium and pause the abounding expansion of rentals until such time as appropriate regulations are in place for the public health, safety and welfare; and

WHEREAS, the City previously adopted a temporary moratorium on the commercial leasing and renting and use of commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City; and

WHEREAS, the City determines that additional time and information is required in order to properly evaluate how to regulate such items within the City, independently and as part of the City's ongoing process of analyzing and amending the Land Development Code; and

WHEREAS, City staff and the City police department are to continue researching and working on permanent solutions to these emergent special conditions during the temporary moratorium imposed by this Ordinance, including but not limited to permitting and licensing regulations, zoning regulations, police powers regulations, traffic safety, and public safety; and

WHEREAS, during the temporary moratorium imposed by this Ordinance, the City Council desires additional opportunities to hear input from local residents, businesses, and City departments to better prepare and take any steps necessary for the adoption and implementation of permanent regulations to address these emerging matters; and

WHEREAS, it is not the purpose or intent of this Ordinance to restrict or deny the use of personally owned electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City, if they are operated consistent with Florida Law and City Code; and

WHEREAS, it is not the purpose or intent of this Ordinance to adversely affect the local businesses that lawfully engage in the business or intend to lawfully engage in the business of leasing or renting electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City; and

WHEREAS, the City intends to continue to work to effectively determine the best approach to permit and govern the leasing and renting business and use of electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City; and

WHEREAS, the City finds a legitimate public purpose and it is in the best interests of the public health, safety, and welfare to impose a temporary moratorium on the commercial leasing and rental and use of commercially rented or leased electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City until such time as appropriate City regulations are in place.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF NEPTUNE BEACH, FLORIDA:

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS.

The above recitals and legislative findings are ratified and made a part of this Ordinance.

SECTION 2. EXTENDING TEMPORARY MORATORIUM.

The temporary moratorium established by Section 22-7 of the City's Code of Ordinances shall be deemed to be extended for a period of 12 months from the Effective Date of this Ordinance. All other provisions of Section 22-7 shall otherwise remain of full force and effect.

SECTION 3. CONFLICTING ORDINANCES.

That all ordinances or parts of ordinances in conflict with this Ordinance or parts thereof previously adopted or entered by the City in conflict with this Ordinance are temporary suspended to the extent inconsistent herewith and until a future ordinance is permanently addresses the subject matter.

SECTION 4. SEVERABILITY.

If any section, subsection, clause, or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 5. ENFORCEMENT.

The City's code enforcement officer, law enforcement officers, or any other person authorized to enforce ordinances in the City, may enforce the provisions of this Ordinance. Any enforcement action or legal remedy available under controlling state law, including but not limited to, prosecution as a misdemeanor with a fine not exceeding \$500.00 per violation, may be imposed as a penalty against the business and/or individual violator. Nothing contained herein shall prevent the City from taking such other lawful action in law and equity as may be necessary to remedy any violation of, or refusal to comply with, any part of this Ordinance, including but not limited to:

- a. Code enforcement action pursuant to City of Neptune Beach Ordinances against a business and/or individual;
- b. Pursuit of injunctive and/or declaratory relief in a court of competent jurisdiction against a business and/or individual;
- c. Initiating an action against a business and/or individual to recover any and all damages that may result from a violation of, or a refusal to comply with, any part of this Ordinance; or
- d. Utilizing any other action or enforcement method allowable by law.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon approval.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown	YES
Vice Mayor Fred Jones	ABSENT
Councilor Kerry Chin	YES
Councilor Josh Messinger	YES
Councilor Lauren Key	YES

Passed on First Reading this 6th day of December, 2021.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key

Passed on Second and Final Reading this ____ day of January, 2022.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:

Zachary Roth, City Attorney



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: ORDINANCE NO. 2021-15, SECOND READ AND PUBLIC HEARING, An Ordinance Amending the Operating Budget for the City of Neptune Beach, Florida for Fiscal Year 2022, Beginning October 1, 2021, and Ending September 30, 2022

SUBMITTED BY: City Manager Stefen Wynn

DATE: December 28, 2021

BACKGROUND: Ordinance No. 2021-15 passed on First Read on December 6, 2021. This ordinance amends FY2022 Budget as outlined in the attached Budget Amendment Request 2022-07-03 and the memorandum from Police Chief Richard Pike dated December 1, 2021.

BUDGET: See Budget Amendment Request 2022-07-03

RECOMMENDATION: Consider Adoption of Ordinance No. 2021-25

ATTACHMENT: 1. Ord. No. 2021-15

INTRODUCED BY:
MAYOR BROWN



ORDINANCE NO. 2021-15

A BILL TO BE ENTITLED

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA FOR FISCAL YEAR 2022, BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022.

WHEREAS, the City of Neptune Beach adopted an operating budget for fiscal year 2022,
and

WHEREAS, the nature of budgetary systems and those day to day decisions affecting such budgetary systems requires adjustments from time to time.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NEPTUNE BEACH, FLORIDA, that:

1. The Fiscal Year 2022 Final Budget be Amended as follows:

<u>GENERAL FUND</u>	<u>Original Budget</u>	<u>Amendment</u>	<u>Amended Budget FY 2022</u>
Revenue Additions:			
001-0000-389-10-00	\$20,000	\$ 16,000	\$ 36,000
<i>Appropriated Fund Balances</i>			
Total	<hr/> \$20,000	<hr/> \$ 16,000	<hr/> \$ 36,000
<u>EXPENDITURES:</u>			
Added Expenditures:			
001-1221-521-60-64	\$152,048	\$ 16,000	\$ 168,048
<i>Police Department</i>			
<i>Machinery & Equipment</i>			
Total	<hr/> \$152,048	<hr/> \$ 16,000	<hr/> \$ 168,048

Section 2. The Ordinance shall become effective immediately upon its passage by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown	YES
Vice Mayor Fred Jones	ABSENT
Councilor Kerry Chin	YES
Councilor Lauren Key	YES
Councilor Josh Messinger	YES

Passed on First Reading on this 6th day of December, 2021.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Lauren Key
Councilor Josh Messinger

Passed on Second and Final Reading on this 3rd day of January, 2022.

ATTEST:

Elaine Brown, Mayor

Catherine Ponson, CMC
City Clerk

Approved as to form and correctness:

Zachary Roth
City Attorney



BUDGET AMENDMENT REQUEST


DATE: 12/1/2021

Name of
Requestor: Stefen Wynn

Budget Amendment/Transfer Number: 2022-07-03

Account Number	Project Number	Budget Amendment/Transfer	Description	Amount Increase/ (Decrease)	Current Budget	Revised Budget
001-0000-389-10-00	Rev.	Budget Amendment	Appropriated Fund Balance - Eckstein Grant	\$14,000	\$20,000	\$34,000
001-1221-521-60-64	Exp.	Budget Amendment	Machinery & Equipment - Police Department	\$14,000	\$152,048	\$166,048
001-0000-389-10-00	Rev.	Budget Amendment	Appropriated Fund Balance - Vehicle Surplus Sales FY-2021	\$2,000	\$34,000	\$36,000
001-1221-521-60-64	Exp.	Budget Amendment	Machinery & Equipment - Police Department	\$2,000	\$166,048	\$168,048

REVIEW PROCESS:

Department Head	
Chief Financial Officer	
City Manager	 Digitally signed by Stefen Wynn Date: 2021.12.01 15:17:56 -05'00'

Date of Council
Meeting Approval:

Mayor Elaine Brown



BUDGET AMENDMENT REQUEST

Budget Amendment/Transfer Number: 2022-07-03

Explanation:

Why are the funds needed, or Where are the funds coming from?

The Police Department experienced a total loss of a vehicle while performing traffic control duties for a car accident. This caused the department to be without a police cruiser. The amount that the insurance provider is giving to the Police Department to cover the loss of the vehicle is less than the cost of purchasing a new vehicle and outfitting it. A Commander's Tahoe is being transferred to a duty officer and will require additional outfitting. The Commander will need a cruiser and the Police Department has found a Ford Explorer to purchase.

The cost of the Ford Explorer and the cost of outfitting equipment will cost more than the anticipated insurance payment. The total cost is: \$45,450. The insurance company will provide \$19,494 leaving a shortfall of \$25,956. Funds are available through a donation received in FY-2021 from Mr. Eckstein. There are a total of \$14,000 available, \$5,000 of which is to go towards Gym Equipment at the Police Department, and \$9,000 towards the Explorer. Budget Amendment 2022-06-02 allocated funds from unrealized property taxes to go towards the Ford Explorer in the amount of \$15,000. The Eckstein donation and the previous Budget Amendment leave a shortfall of \$2,000 that will need to come from an appropriated fund balance for the sale of surplus vehicles in FY-2021.

Where are funds available ?

\$15,000 will come from unrealized ad-valorem (property tax) revenue as found on Budget Amendment 2022-06-02. \$9,000 will come from the Appropriated Fund Balance from a donation by Mr. Eckstein in FY-2021, and \$2,000 will come from the appropriated fund balance from the sale of surplus vehicles in FY-2021. An additional \$5,000 is being allocated from the appropriated fund balance from the donation by Mr. Eckstein to the police department for Gym Equipment. The purchase and outfitting of the Ford Explorer and Chevy Tahoe and the purchase of the gym equipment will exhaust all of the funds available from the Eckstein donation that was earmarked for the Police Department.



NEPTUNE BEACH POLICE

★ HONOR

★ INTEGRITY

★ EXCELLENCE

200 LEMON STREET ★ NEPTUNE BEACH, FLORIDA 32266 ★ 904 270 2413

December 1, 2021

TO: Stefen Wynn

FROM: Richard J. Pike

RE: Replacement -Cost Breakdown Police Unit #1017

On 11/24/2021, the claims adjuster for the Florida League of Cities declared that the damage to Unit#17 was so extensive that the asset would be a total loss.

On 11/29/2021, the claims adjuster submitted the actual cash value (ACV) of the vehicle at \$20,494 less the \$1000 deductible the city would be compensated \$19,494.

The actual loss was substantially higher, as all the installed police equipment was valued at \$8,000 in 2017. The equipment is vehicle year, make and model specific and cannot be salvaged to be reinstalled into a replacement vehicle.

The cost of a replacement vehicle:

2021 Ford Explorer AWD	\$36,950
Equipment Upfit Cost-	\$ 8,500

TOTAL	\$45,450
-------	----------

Less FLC payment	<u>-\$19,494</u>
------------------	------------------

Shortfall	\$25,956
------------------	-----------------

Funding Sources:

State Attorney-Restitution/DUI Driver (Will request \$25,956 replacement cost)
Donated Funds-Eckstein
Surplus Vehicles-Govdeals



**Agenda Item #10A
Supplemental Agreement #1
Kimley-Horn**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	
SUBMITTED BY:	
DATE:	
BACKGROUND:	
BUDGET:	
RECOMMENDATION:	
ATTACHMENT:	

**Supplemental Agreement No. 1 to the General Engineering Continuing Contract
CONB RFQ No. 2021-04 for Consumptive Use Permitting (CUP) and well design services.**

Consultant:	Kimley-Horn and Associates, Inc. Joseph P. Mecca, P.E. 12740 Gran Bay Parkway West Jacksonville, FL 32258	Owner:	City of Neptune Beach
Date:	January 3, 2021		

Item	Description of Services	
	Provide consulting services as identified in the attached Consultant's scope of services and fee proposal dated December 22, 2021.	
Task #1-5	1. Project Management and Quality Control 2. Water Supply Planning 3. Preparation of Groundwater Modeling 4. Consumptive Use Permitting 5. Well Site and Raw Water Main Final Design and Permitting	\$335,000.00
Task #6	Field Investigations and Property Acquisition Assistance	\$85,000.00
Expenses		\$1,000.00
Total Not-to-Exceed Fees		\$421,000.00

The Consultant shall complete tasks diligently and as soon as practical to avoid delays. The CUP renewal application shall be before its expiration on June 11, 2022. The Consultant shall bill the above tasks as incurred. Tasks 1 through 5 are lump sum, and the Consultant shall bill Task 6 and Expenses on a time and materials basis. The Consultant shall not exceed the Fees stated above without prior written approval from the City. This document, along with Consultant's scope of services and fee proposal dated December 22, 2021, shall become an amendment to the General Engineering Continuing Contract CONB RFQ No. 2021-04 and all provisions of the Agreement will apply hereto.

Accepted by: _____
Consultant:
Kimley-Horn and Associates, Inc.
Joseph P. Mecca, P.E..

Date: _____

Accepted by: _____
Owner:
Stefen Wynn, M.P.A. – City Manager
City of Neptune Beach

Date: _____

EXHIBIT A
SCOPE OF WORK
CITY OF NEPTUNE BEACH
Supplemental Agreement No. 1
CONSUMPTIVE USE PERMIT MODIFICATION AND WELL RELOCATION
SCOPE OF SERVICES
December 22, 2021

BACKGROUND

The City currently operates a water treatment plant that receives source water from the Floridan Aquifer (UFA) system via four production wells. Withdrawals from the wellfield are regulated by the St. Johns River Water Management District (SJRWMD) via Consumptive Use Permit No. 842, which expires on June 11, 2022. The City plans to submit a permit renewal application, which will include a request to relocate Well No. 2 due to calcification and reduced permeability of the formation. An evaluation will be performed to determine the off-set distance from the existing wells to minimize the potential for well interference to the new well.

The City anticipates a renewal application for the currently permitted allocation of 1.543 million gallons per day (mgd) annually, with a maximum daily groundwater withdrawal not to exceed 7.56 million gallons per year. No increase in allocation is anticipated. The City is interested in evaluating the future demands to support the consumptive use permit (CUP) renewal and may consider a reduced allocation if appropriate. Additionally, the City plans to incorporate construction documents with the associated relocation of Well No. 2 in the CUP renewal. This project, or any portion thereof, may span beyond a single budget year and is subject to the City's budget approval process. Bidding and construction of the proposed improvements are currently not scheduled and will be required at a future date.

The following is the scope of services to be provided under this authorization for preparation of population projections, water usage projections, the UFA model development, well relocation and the application for CUP permit modification for submittal to SJRWMD.

The list of tasks to be performed under this scope of services and associated timeframe of services includes:

Task 1.0 Project Management and Quality Control – This task will occur throughout the duration of the project. It is estimated services may be performed over a period of up to 18 months. The project duration is based on submitting Consumptive Use Permit Application before June 11, 2022. The design services to prepare the construction documents for the proposed well and raw water main would start after the Consumptive Use Permit is submitted and the permit issued.

Task 2.0 Water Supply Planning – This task will support the development of the Consumptive Use Permit Application which will be submitted by June 11, 2022.

- Task 3.0 Development of Groundwater Model** - This task will support the development of the Consumptive Use Permit Application which will be submitted by June 11, 2022.
- Task 4.0 Consumptive Use Permitting** – This task includes the submittal of the Consumptive Use Permit application before June 11, 2022. Additional efforts, subsequent to the permit application submittal includes the development of responses to SJRWMD request for additional information, review of draft permit, and a formal presentation to the City Council upon receipt of the permit.
- Task 5.0 Public Supply Well Site and Raw Water Main Final Design and Permitting** – This task includes the development of construction documents for the proposed well and raw water main. Services under this task will start after the CUP application is submitted and services are authorized by City. Services under this task will be completed within 18 months of approval of the final well location site from the City.
- Task 6.0 Field Investigations and Property Acquisition Assistance** – This task includes services associated with survey, subsurface utility engineering, geotechnical engineering, and services to support property acquisition assistance. Tasks 2.0-4.0 will include planning and hydrogeological investigations to support the identification of the proposed well site and water main route. These services will be provided upon identification of proposed well site and water main route and authorization from the City. Services under this task will be completed within 18 months of approval of the final well location site from the City.

SCOPE OF SERVICES

Consultant will perform the following task services:

TASK 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with Kimley-Horn standards and the City's expectations.

Specific activities included are identified below:

1.1 Project Administration

Kimley-Horn will develop project documents, filing systems, and prepare a QA/QC plan.

1.2 Monthly Invoices

Kimley-Horn will provide brief and concise project status update with monthly invoices, consisting of summary of impact, if any to unresolved issues, status of the project, schedule, budget, and scope of project. It is anticipated that this project will have a duration up to 18 months.

1.3 Project Progress Meetings

Kimley-Horn will coordinate and attend up to 18 one (1)-hour progress meetings. The purpose of these meetings is to efficiently communicate progress and solicit input and feedback from City during the development of this Task. Meetings will be held virtually. Kimley-Horn will provide meeting summaries via email in pdf format within 72 hours of each meeting.

Task 1.0 Deliverables:

1. Project Management Plan and QA/QC Plan

2. Monthly invoice with status report and schedule update
3. Progress meeting summaries in pdf format via email within 72 hours of each progress meeting.

TASK 2.0 WATER SUPPLY PLANNING

Kimley-Horn will meet with the City to identify water supply planning goals and objectives and develop a comprehensive planning approach to maximizing use of existing infrastructure and to identify system improvements and requirements to reliably meet future demands. Kimley-Horn will evaluate current and future water supply needs through evaluation of historical wellfield performance, potable water production, population projections, and commercial use.

2.1 Data Collection and Review

The development of the consumptive use permit and water supply planning efforts will rely on several existing datasets currently maintained by the City and publicly available. As part of the development of this scope of services the City has provided Kimley-Horn the datasets which are considered the best available data sources and include:

- Monthly Operating Reports (January 2020-October 2021)
- 2007 Consumptive Use Permit Applications
- 2007 Consumptive Use Technical Staff Report

Kimley-Horn will review pertinent and available information associated with historical wellfield performance including water production rates, monitoring reports, operating logs, water quality information, and other system performance data. Kimley-Horn will evaluate water quality data, historical trends, maintenance activities and resulting production/water quality improvements. It is understood that there is limited information available on the original water supply well construction and system performance. As such, Kimley-Horn will facilitate acquisition of additional data needs. Kimley-Horn will make best use of available information. Where information is not available, Kimley-Horn will rely on field verifications with the support of City operations, and City staff input as the basis to support engineering judgement. If a pump draw test is required, it is assumed that City staff will be available to operate system in accordance with proposed pump draw down procedures.

Documentation for efforts associated with this task include the development of tables, figures, graphs, schematics, calculations, and narratives. Under Task 5.0 of this project, a “Design Notebook” will be maintained throughout the project, containing all pertinent water supply planning decisions and basis of design documentation. As described in Task 5.0 and at the close of the project, Kimley-Horn will provide the Design Notebook to the City in three (3) hardcopies and a PDF format.

2.2 Preparation of Population Projections/Demonstration of Demand Needs

Kimley-Horn will utilize the University of Florida Bureau of Economic and Business Research (BEBR) published population projections, and Future Use Land Mapping (FLUM) with associated Land Development Code (LDC) maximum densities and Floor Area Ratios to support the allocation request. Kimley-Horn will meet with the City to identify development and redevelopment needs within the City and evaluate historical water consumption. Based on initial discussions with the City, an increase in allocation is not anticipated.

In addition to population projects, Kimley-Horn will evaluate commercial, industrial, and recreational areas. This effort will include the evaluation of the service area utilizing GIS to spatially delineate areas served, unserved, and future served. This analysis will replicate the SJRWMD small area population projection methodology using county parcels, City future land use, zoning maps, and planned development information calibrated to BEBR 2021. Kimley-Horn will develop a methodology to evaluate

water demand requirements associated with non-residential parcels. For non-residential parcels, Kimley-Horn will identify potential future water demands based on the best highest use possible.

Up to two iterations/revisions to the population projections and demand will be prepared for review and comment by City staff. This effort will also include development of the appropriate per capita water usage to be utilized for the calculation, based on historical operations data. One review meeting will be conducted with City staff to discuss the draft documents prepared prior to the pre-application conference.

2.3 Well Relocation Site and Route Evaluation

A preliminary evaluation of potential well sites and raw water main routing will be performed. Up to three (3) potential sites will be evaluated. Site selection will consider aquifer characteristics, site ownership and acquisition of easements, impact to adjacent parcels, environmental impacts, constructability, access, and operational impacts. Raw water main routing evaluation will consider conceptual cost, system hydraulics, constructability, environmental impacts, access and operational impacts. Kimley-Horn will identify the total cost of each option along with pro's and con's in a business case format of each alternative and present findings to the City at a regularly scheduled progress meeting. The total cost of each option will consider design, permitting, construction, land acquisition, operations, maintenance, and life cycle cost. Kimley-Horn will utilize net present value to support the evaluation and recommendation of the best value option.

The well relocation evaluation will include radius of influence calculations for the proposed replacement well. The radius of influence is the maximum distance at which drawdown is anticipated to occur within an aquifer based on a specified pumping rate. Analytical models will be used for the radius of influence calculations. The calculations will be based on the published data for the anticipated production zone of the replacement well along with the well's anticipated average pumping rate. The calculated radius of influence will be applied to City's existing wells to determine the minimum separation distance for the proposed replacement well. The radius of influence calculations will be used to assist in identifying potential locations for the replacement well. A memorandum will be prepared and provided to the City that summarizes the radius of influence calculations. The memorandum will include a summary of our assumptions, copies of the calculations, and an exhibit showing the radius of influence relative to the City's existing wells.

Task 2.0 Deliverables

1. Documentation for efforts associated with this task include the development of tables, figures, graphs, schematics, calculations, and narratives. Under Task 5.7 of this project, a "Design Notebook" will be maintained throughout the project, containing all pertinent water supply planning decisions and basis of design documentation. As described in Task 5.7 and at the close of the project, Kimley-Horn will provide the Design Notebook to the City in three (3) hardcopies and a PDF format.
2. Drawing showing the three (3) proposed well locations along with associated business cases descriptions to support the evaluation and recommendation.

Task 3.0 PREPARATION OF GROUNDWATER MODELING

Kimley-Horn will perform the required groundwater modeling and impact analysis that will be included with the initial permit application submittal to SJRWMD. Modeling will be performed using both the North Florida-Southeast Georgia (NFSEG) and the Keystone Heights Transient Model (KHTM). The Kimley-Horn will use the most recent version of each model available at the time when modeling begins.

The models include a representation of the surficial aquifer, the Intermediate Confining Unit (Hawthorn Group), the UFA and Lower Floridan Aquifer. Kimley-Horn assumes that the models will be calibrated by the SJRWMD. As such, the modeling discussed herein does not include calibration of either model and is limited to calibration verification.

3.1 Preparation of Modeling Approach Memorandum

In advance of the pre-application conference, Kimley-Horn will prepare a memorandum summarizing the proposed modeling approach to be used in support of the CUP modification. The memorandum will specifically identify the model(s) to be used, verification of the model calibration, the groundwater withdrawal scenarios to be included and the report format to be submitted to SJRWMD. This document will be used at the pre-application conference to obtain input and consensus from the permit reviewers prior to commencing modeling activities. SJRWMD has requested that simulations using both the NFSEG and KHTM be prepared simultaneously to demonstrate the impacts, if any, to the shallow aquifers as a result of pumping in the UFA. This can be discussed in detail and determined in the pre-application conference.

3.2 Groundwater Modeling

The proposed withdrawal rates have not been determined at this time. It is currently anticipated that the full allocation of 1.542 mgd annual average daily basis (AADF) from new and existing groundwater sources will be modeled. The actual allocation will be confirmed with the SJRWMD prior to initiation of modeling activities.

Based on recent CUPs, it is anticipated that the NFSEG 2014-2018 pumping condition and average hydrologic conditions (SP2, representing 2009 hydrologic conditions) will be used to establish the rates for other groundwater withdrawals in the model. The reason the 2014-2018 pumping conditions is proposed is for consistency with the groundwater modeling required to evaluate the impacts to Lakes Brooklyn and Geneva. These details will be discussed and confirmed with SJRWMD at a Pre-Application Meeting.

Based on our experience with similar CUP impact assessments, the NFSEG groundwater model will be modified to assess the impacts of the City's requested water use allocation. To facilitate the assessment, a number of model simulations will be prepared. Comparing the results between these simulations will yield cumulative impacts, individual or 'single' impacts, and incremental changes from current condition. The simulations that will be prepared are as follows:

Simulation	Neptune Beach Withdrawals	All Other Permitted Groundwater Withdrawals
A – Pumps On	Off	Off
B – Neptune Pumps Off	Off	2014 – 2018 Rates
C – Baseline Run	2014 – 2018 Rates	2014 – 2018 Rates
D – Neptune Beach Current Allocation	Current Allocation	2014 – 2018 Rates
E – Neptune Beach Proposed Allocation	Proposed Allocation	2014 – 2018 Rates

Comparing these simulations will yield the following comparative outputs:

Single Total Drawdown and Flow Impacts

- Sim B – Sim C: Isolated effect of Neptune Beach 2014-2018 withdrawal rates
- Sim B – Sim D: Isolated effect of Neptune Beach current allocation
- Sim B – Sim E: Isolated effect of Neptune Beach proposed allocation

Single Incremental Drawdown and Flow Impacts

- Sim C – Sim D: Incremental Isolated effect of Neptune Beach current allocation
- Sim C – Sim E: Incremental Isolated effect of Neptune Beach proposed allocation

Cumulative Drawdown and Flow Impacts

- Sim A – Sim C: Cumulative effect (based on 2014-2018 withdrawal rates)
- Sim A – Sim D: Cumulative effect with Neptune Beach at current allocation
- Sim A – Sim E: Cumulative effect with Neptune Beach at current allocation

These details of the modeling simulations will be discussed and confirmed with SJRWMD at a Pre-Application Meeting. The results of the comparisons noted above will be summarized as drawdown contour maps for the Floridan and surficial aquifer systems. Similarly, changes in spring flows and drawdown beneath minimum flow and level (MFL) lakes will be tabulated for comparison purposes. The resulting maps and tables will be provided in a brief technical report outlining the modeling process and summarizing the impact assessment results.

In addition to the modeling discussed above using the NFSEG model, the KHTM will also be utilized to evaluate the potential impact to the MFLs at Lakes Brooklyn and Geneva. The KHTM is a transient groundwater modeling simulation that was originally developed in 2019 by Tetra Tech and then modified by the SJRWMD. This model was focused on MFLs for Lakes Brooklyn and Geneva, and as such included a long simulation period (738 monthly time steps from July 1957 to December 2018). Simulation run times are typically 20 hours or more. Later, SJRWMD developed a simulation tool that allows users to set up a KHTM simulation based on the results from a regional NFSEG model simulation (SJRWMD March 2020) using the aforementioned baseline 2014-2018 pumping conditions. The current simulation tool (v2.1) will be used for this analysis and includes a workflow that will run the KHTM twice – one run using the NFSEG stress period (SP) 1 drawdown and another using the SP 2 drawdown. These two KHTM simulations are run one after another, and as such total simulation run times are typically 40 hours or more.

The KHTM model will be simulated for Simulations C, D, and E. Comparisons between this simulation will yield the CONB current allocation and future allocation impact to Lakes Brooklyn and Geneva.

A *Groundwater Modeling Report* will be prepared to address the CUP evaluation criteria under SJRWMD rules and guidelines. Potential issues with the evaluation criteria will be highlighted in the report for further discussion.

The results from the KHTM simulations will also be incorporated into the *Groundwater Modeling Report*. However, graphics and metrics from the KHTM simulations will be limited to those built into the simulation tool – this is in anticipation that the impacts to Lakes Brooklyn and Geneva will be very small

and not require an in-depth analysis. Draft results will be provided to confirm that this is the case prior to finalizing the *Groundwater Modeling Report*.

Based on our past experience, the modeling approach discussed herein has been approved by the SJRWMD for similar CUP renewals. Furthermore, the modeling approach will be discussed and approved by the SJRWMD prior to being implemented. However, the SJRWMD may determine that based on the results of the simulations, additional simulations are warranted to further evaluate groundwater withdrawals, which would be beyond the standard request for additional information accounted for in Task 4.3. Thus, additional simulations and/or analysis necessary to address the SJRWMD's comments will require a separate scope of services and an amendment to the Supplemental Agreement, which will be negotiated prior to commencing work.

Task 4.0 CONSUMPTIVE USE PERMITTING

The consumptive use permit will address water supply planning initiatives identified in Task 1.0. Additional efforts to secure the CUP permit application include groundwater modeling, Pre-Application Conference with SJWMD, Preparation of CUP permit application, responding to requests for additional information, and review of the draft permit.

4.1 Pre-Application Conference

In accordance with the SJRWMD Applicant's Handbook, Kimley-Horn will request a pre-application conference with SJRWMD permitting staff to discuss the water use demand projections, the proposed groundwater modeling approach, and schedule for the permit renewal. Kimley-Horn's Project Manager and two (2) modelers will participate in the pre-application conference.

4.2 Preparation of Permit Application

Kimley-Horn will prepare and submit SJRWMD Form No. 40C-2.900(1)(e), Consumptive Use Permit for Public Supply – Form E. Kimley-Horn will compile, prepare, and update the following supporting documents, per the Applicant's Handbook, that are also required with the permit renewal application:

- Historical water use;
- Well location map;
- Wellfield operating schedule;
- Groundwater model summary report;
- Water conservation plan (update to existing);
- Reuse feasibility study (update to existing);
- Population projections/demand;
- Unaccounted for Water survey and
- Application fee.

Kimley-Horn will provide the City with a hard copy of the draft CUP application package to review. Following the City's review, a final hard copy of the CUP permit application will be provided for requisite signatures. We will scan the corresponding signature page(s) and incorporate them into the final electronic version of the application package to be submitted to the SJRWMD. To the extent possible, consultant will submit the application and supporting documentation electronically through the SJRWMD e-Permitting system. Consultant will furnish the City with an electronic file of all documents submitted to SJRWMD in support of the application. The City will furnish the payment for the permit application fee, via check to be submitted directly to SJRWMD. An application package will be submitted to SJRWMD within 120 days of authorizing the Supplemental Agreement.

4.3 Response to Requests for Additional Information

Kimley-Horn will respond to up to two requests for additional information (RAI) from SJRWMD, provided that neither request includes major revisions to the modeling efforts. Minor modeling adjustments will be made to address RAIs; however, if major revisions to the modeling is required, an amendment to this Supplemental Agreement will be negotiated prior to commencing work.

4.4 Review of Draft Permit

Kimley-Horn will review the draft permit provided by SJRWMD prior to final issuance, on behalf of the City. Consultant will provide written comments to the City for review and then the SJRWMD (if needed) for incorporation into the final permit.

4.5 Presentation to City Council

Upon receipt of the CUP, Kimley-Horn will prepare for and attend a meeting with City Council to provide a summary of the City's historical water usage, CUP long range water supply planning, water conservation, and final well location.

Task 4.0 Deliverables

1. Pre-application meeting agenda and summary memorandum
2. Permit application forms (Form 40C-2.900(1) and Form 40C2.900(1)(e)) with supporting documents
3. Groundwater Modeling Report
4. Responses to RAI
5. Presentation materials
6. Update Water Conservation Plan
7. Unaccounted for Water Survey
8. Reuse Feasibility Study

Task 5.0 PUBLIC SUPPLY WELL SITE AND RAW WATER MAIN FINAL DESIGN AND PERMITTING

The intent of this task is to provide shovel ready construction documents for the construction of the proposed relocated well and raw water main. Funding for the proposed improvements has not been appropriated and additional professional services associated with bidding and construction phase service will be required at a future time, in addition to the services presented herein.

Well site design will consider surface facilities including site access, security, fencing, lighting, electrical systems, instrumentation control and monitoring systems, back-up power. The design will consider stormwater impacts, required site buffering, and mitigating impacts to adjacent property owners. The design of the raw water main will include raw water main modeling to support pipeline size selection.

Final design will include the development of construction ready bid documents, specifications, and engineer's opinion of probable construction cost for the proposed project. Additionally, permitting of the proposed well site and raw water main will be provided under this task.

5.1 Hydraulic Modeling

Kimley-Horn will prepare a hydraulic model and perform a hydraulic analysis to size the proposed raw water main and water supply well pump. The hydraulic model will be developed based on available operating information of the existing raw water main system. Prior to commencing the hydraulic model subtask, Kimley-Horn will develop the methodology and approach to developing the hydraulic model and present the recommended approach to the City at one of the regularly scheduled design review meetings. The approach will consider modeling software to utilize, model construction and/or updates

to an existing model, use of steady state vs. extended period simulation, available data, demand scenarios, and basis of evaluation of proposed improvements. Upon completion of Task 6.0, Kimley-Horn will provide the City with the finalized model with the final design scenarios.

5.2 30% Design Development

Kimley-Horn will develop preliminary design (30%) of proposed well site, raw water main, and tie-in connections to the existing system. The preliminary well site plan will include siting of surface facilities including well head, valving, fencing, site access drive, power source, backup power. The siting of the facility will consider operational requirements based on input and feedback from the City. The preliminary design will identify required setbacks and buffering requirements.

The 30% design will include the identification and sizing of equipment (pumps, flow meters, ARVs, water main, etc.). The 30% design will also identify proposed water main routing and tie-in connections. The route will consider minimizing impacts to adjacent properties as well as long term operational requirements of the raw water main system. The 30% design submittal will include electronic copies of the following items:

1. Outline Specifications
2. Equipment and material data sheets
3. 30% Opinion of Probable Construction Cost
4. 30% Drawings
5. 30% preliminary design criteria, sizing, and calculations
6. Evidence that all deliverables have been through the Consultant's QA/QC review prior to submission

Kimley-Horn will coordinate and facilitate a 30% Design Review Workshop with City staff, a minimum of seven (7) working after the 30% Design Submittal. At the workshop Kimley-Horn will review 30% submittal and solicit input and feedback from City staff prior to commencing subsequent design tasks. Kimley-Horn will develop an Agenda and provide summary notes, via email in PDF format, within 72 hours of the meeting.

5.3 75% Design Development

The 75% design submittal will be considered permit ready and will include general civil and project specific details, process mechanical sections, structural plan, electrical plan and single line diagram, process and instrumentation and diagrams. The 75% plans will also include pipeline profiles and utility conflict details. The design will incorporate City standards where applicable. Front end specifications will be based on the Engineers Joint Contract Documents Committee (EJCDC) contract documents. The 75% design submittal will include electronic copies of the following items:

1. Draft Div 0 and 1 specifications
2. Draft Permit applications
3. 60% Opinion of Probable Construction Cost
4. 60% Drawings
5. Response addressing the 30% comments
6. Evidence that all deliverables have been through the Kimley-Horn's
 - QA/QC review,
 - Constructability review, and
 - Cross discipline coordination prior to submission

Kimley-Horn will coordinate and facilitate a 75% Design Review Workshop with City staff, a minimum of seven (7) working after the 75% Design Submittal. At the workshop Kimley-Horn will review 75% submittal and solicit input and feedback from City staff prior to commencing subsequent design tasks. Kimley-Horn will develop an Agenda and provide summary notes, via email in PDF format, within 72 hours of the meeting.

5.4 100% Design Development

The 100% design submittal will be considered construction ready documents. The 100% design submittal will include electronic copies of the following items:

1. Final specifications
2. Final Opinion of Probable Construction Cost
3. Final Drawings
4. Response addressing the 75% comments
5. Evidence that all deliverables have been through the Consultant's:
6. QA/QC review,
7. Constructability review, and
8. Cross discipline coordination prior to submission

Kimley-Horn will coordinate and facilitate a 100% Design Review Workshop with City staff, a minimum of seven (7) working after the 100% Design Submittal. At the workshop Kimley-Horn will review 100% submittal and solicit input and feedback from City staff prior to finalizing construction bid ready documents. Kimley-Horn will develop an Agenda and provide summary notes, via email in PDF format, within 72 hours of the meeting.

5.5 Construction Bid Documents

Kimley-Horn will incorporate any comments received from 100% review meeting and submit final copies of all documents along with any necessary supporting documentation signed and sealed in accordance with 61G15-23.001 F.A.C. Provide both hard copy and electronic format (PDF, DWG AutoCAD, .docx, .xlsx, or other original file formats will be provided).

5.6 Well Site and Water Main Permitting

Kimley-Horn will provide services to support permitting of well site and raw water main as follows:

- A. Local Site Permitting – Kimley-Horn will coordinate and attend one pre-application meeting with City Planning and Community Development Department to identify specific permitting requirements associated with well site permitting. Upon establishing permit requirements, Kimley-Horn will develop and submit site plans to the Planning and Community Development Department. Kimley-Horn will develop responses for up to two requests for additional information from Planning and Community Development. All fees will be paid for by the City. Kimley-Horn will provide permit application check request one month in advance of permit submittal.
- B. FDEP Permitting – Kimley-Horn will coordinate and attend one pre-application meeting with Florida Department of Environmental Protection (FDEP) to identify specific permitting requirements associated with the raw water main. Upon establishing permit requirements, Kimley-Horn will develop and submit one (1), " FDEP Notice of Intent to Use General Permit for Construction of Water Main Extensions for PWSs" application as required for water main construction. Kimley-Horn will develop responses for up to two

requests for additional information from FDEP. All fees will be paid for by the City. Kimley-Horn will provide permit application check request one month in advance of permit submittal.

- C. SJRWMD Permitting – CUP permitting will be performed under Task 4.0, however additional permitting with SJRWMD associated with stormwater impacts may be required. Kimley-Horn will coordinate and attend one pre-application meeting with St. Johns River Water Management District (SJRWMD) to discuss environmental resource permitting requirements. Kimley-Horn will develop and submit SJWMD stormwater permit application and supporting documentation, if required. Kimley-Horn will develop responses for up to two requests for additional information from SJRWMD. All fees will be paid for by the City. Kimley-Horn will provide permit application check request one month in advance of permit submittal.

Right-of-way permit and building permits will be obtained by selected contractor and are not a part of services provided herein.

5.7 Design Notebook/Documentation

Documentation for efforts associated with this project will include the development of tables, figures, graphs, schematics, calculations, and narratives. A “Design Notebook” will be maintained throughout water supply planning and design phases, containing all pertinent design decisions and basis of design documentation. At the close of Task 6.0, Kimley-Horn will provide the Design Notebook to the City in PDF format.

Task 5.0 Deliverables

1. Hydraulic model files as described in Task 6.1
2. 30% Design Submittal as outlined in Task 6.2
3. 75% Design Submittal as outlined in Task 6.3
4. 100% Design Submittal as outlined in Task 6.4
5. Construction Bid Documents as outlined in Task 6.5
6. Permit application submittal as outlined in Task 6.6
7. Design Notebook/Documentation will be provided in PDF format and three (3) hard copies.

Task 6.0 FIELD INVESTIGATIONS AND PROPERTY ACQUISITION ASSISTANCE

The water supply planning task will provide further project definition and will identify the proposed well site location and water main route. Upon definition of the proposed site and well route, Kimley-Horn will perform field investigations to support the well site and water main route design. Additionally, if required, Kimley-Horn will provide property acquisition assistance. Upon completion of Task 2.0, Water Supply Planning, Kimley-Horn will provide the City with a project specific approach to perform field investigations and property acquisition assistance as follows:

6.1 Survey

Once proposed well site and water main route have been identified, Kimley-Horn will contract directly with a licensed surveyor to provide professional surveying services as follows:

- A. Establish Survey Control - Establish horizontal and vertical control monuments to facilitate site engineering. The monuments shall be established so that there is clear line of site between them. Horizontal coordinates shall be referenced to Florida State Plane,

North American Datum of 1983 (NAD83). Elevations shall be referenced to North American Vertical Datum of 1988 (NAVD88).

- B. Topographic, Tree, Utility Survey - Provide all labor, equipment and resources necessary to research, locate and/or establish the required site control and perform a topographic and/or hydrographic survey. Kimley-Horn will establish survey limits based on Task 2.0 Water Supply Planning, which will identify extent and the requirements of the needed survey suitable for the design, permitting and construction of the proposed well site and raw water main route.
- Topographic Survey (Proposed Well Site and Raw Water Main): The topographic survey will include:
 - Flagged boring locations (if not present at the time of survey field work include going back to pick-up and adding),
 - Structures on the property with finished floor elevations,
 - Underground utilities,
 - Subsurface Utility Engineering (SUE),
 - Verified Vertical and Horizontal Location (VVH), the locations and quantity determined by the Engineer of Record (EOR),
 - Above ground utilities,
 - Landscaping and trees,
 - Fencing,
 - Paving,
 - Sidewalks,
 - Spot elevations within the area including all grade breaks, top of banks, flow lines, toe of slope, center lines, etc.,
 - Contour elevations not to exceed one (1) foot elevations,
 - Flood zone classification,
 - Wetland lines (if not present at the time of survey field work include going back to pick-up and adding),
 - Water features,
 - Easements, Servitudes, Rights-of-Way, Access,
 - Property boundaries,
 - Easements locations,
 - Adjacent rights-of-way,
 - Extend the topographic and utility survey beyond the site perimeter by 25 feet,
 - Include at least two (2) temporary benchmarks for use during construction located outside off, but adjacent to, the proposed improvements,
 - Tree Survey (Optional Scope – Proposed pipe route and well site): the location and description of all specimen trees as required by client or municipality. This tree survey will support if tree removal and/or mitigation is required and the associated impacts to project.

- Sub-Surface Utility Survey (Within Right of Way): the location and description of sub-surface utilities (paint & flags) as marked by subsurface utility engineering subconsultant (Task 5.2). The topographic survey will be displayed at one-foot contours and will be based on the North American Vertical Datum (NAVD) of 1988. The Topographic Survey will be prepared in accordance with the State of Florida Standards of Practice Chapter 5J-17, Florida Administrative Code, as set forth by the Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

Data acquisition will conform to the horizontal and vertical precision standards as outlined in the Federal Geographic Data Committee, Geospatial Positioning Standards – PART 4: Standards for A/E/C and Facility Management (FGDC-STD-007.4-2002).

- C. Boundary Survey (New Well Site) - Provide all labor, equipment and resources necessary to research, locate and/or establish the required site control and perform a boundary survey. Boundary Survey Task will include the position and description of all recovered monument; metes and bounds legal description; all adjacent rights-of-way and access with recording information; lines of possession and improvements along the boundaries; buildings; easements and servitudes; water features; calculated area of subject property; setting corner monumentation and appropriate section work.

The Boundary Survey will be prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and per Section 472.027, Florida Statutes. A title opinion (to be provided by Client) will be required for these tasks.

- D. Legal Descriptions – If required, provide one (1) recordable Legal Descriptions and Sketches as needed for acquisition of the new pump station site.

6.2 Subsurface Utility Engineering

- A. Utility Coordination – Utility coordination will be provided and will include meetings with utilities as required, including but not limited to AT&T, Comcast, TECO, Beaches Energy, and other utilities as identified by Sunshine 811 Design ticket. Kimley-Horn will notify all utilities identified by Sunshine 1 “Design Ticket” of project in the form of a certified letter. The letter will provide detailed project information and will request that utility identify their facilities within the project area. Should conflicts be identified during the design of the project, Kimley-Horn will facilitate coordination with the utilities to assist with mitigating utility conflicts.
- B. Subsurface Utility Designation - Field mark (paint & flags) all public sub-surface utility mains found excluding service lines, gravity sewer lines and irrigation, within the project limits.

A Sunshine 811 “Design” ticket will be requested for the areas described to determine the utility providers within the project limits and to notify them of the request for coordination with the utility locator. These areas will be scanned for underground utilities using electronic detection devices and Ground Penetrating Radar (GPR). Any utilities detected and found within the project limits will be surface painted and flagged with the appropriate color as recognized by the National Utility Locating Contractors Association (NULCA), or if marked by others, will be verified by the utility locator.

Underground utilities that are detectable by the above methods, where surface evidence exists or where plans are provided showing the locations thereof can be designated. However, some underground utilities may not be made of a conductive material or may not return a GPR echo and therefore cannot be designated with electronic prospecting equipment or GPR. Without surface evidence or existing plans, as provided, identification and designation of any utilities that might exist would then require soft excavation or (SUE) in C below.

Aerial utilities and appurtenances and other underground objects such as underground fuel tanks, irrigation equipment and/or irrigation systems and their appurtenances are not included in the scope of this project.

- C. Subsurface Utility Excavation - Perform up to 5 dirt soft excavation test holes at positions determined by the Kimley-Horn Consultant. A Sunshine 811 ticket request will be called to allow 72 hours in advance of the proposed excavation as is required by law. The utility at each position will be verified both horizontally and vertically up to a depth of approximately ten (10) feet.

The depth and size of each utility will be measured and noted on a Subsurface Utility Report for each position, and if visible, the composition of the material of the pipe will also be noted. However, the condition of the material will not be determined. Each position will be restored to near pre-excavated condition with the excavated soil or like materials such as an asphalt or concrete patch.

A Sunshine State 811 locate ticket will be requested and documentation of this and any information obtained from the utility companies or their representatives will be shown in a utility contact log. A copy of the utility contact log will be provided along with a sketch of the designated utilities and the above-mentioned Subsurface Utility Reports. Survey location of the designated utilities and test holes, will be provided as an AutoCAD digital file will be provided containing the surveyed designates, surface features and test hole locations. The digital file will contain a Surveyor's Report containing pertinent information regarding the survey. A certified hardcopy Specific Purpose Survey with Surveyors Report will also be mailed to your office.

6.3 Geotechnical Investigations

Kimley-Horn will contract directly with a geotechnical subconsultant, to perform geotechnical investigations along the proposed raw water main route. Kimley-Horn will identify boring and test pit locations, depths, and quantity suitable for design, permitting and construction of the raw water main. The geotechnical investigation will include the following:

1. Borings,
2. Test pits,
3. Laboratory testing,
4. Site earthwork recommendations and site preparation,
5. Seasonal high groundwater table,
6. Encountered groundwater table,
7. Evaluation of the subsurface conditions and lithology,
8. Evaluation of on-site soil for use as structural fill/backfill material,

9. Unsuitable soil expectations (silts, clays, or other deleterious materials),
10. Flag boring and test pit locations for inclusion into the site survey,
11. Boring and test pit logs,
12. Boring and test pit map,
13. Geotechnical engineering report and recommendations.

6.4 Property Acquisition Assistance

Property acquisition support services may be required depending on the site selected for the well relocation. Kimley-Horn will provide assistance to support property acquisition if required which may include services not provided in Tasks 1-5 including additional meetings, environmental due diligence, public outreach support, and/or additional permitting. At the request of the City and upon approval, additional services associated with property acquisition will be performed by Kimley-Horn.

Task 6.0 Deliverables

1. Topographic survey.
2. SUE report
3. Geotechnical engineering report

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will require an amendment to this Supplemental Agreement, negotiated prior to commencing any work.

SCHEDULE

Consultant will begin work within 14 days of authorization of this Supplemental Agreement. The project is anticipated to span up to 18 months. The critical path includes development and submittal of the Consumptive Use Permit application before June 11, 2022. Task 4.0 Consumptive Use Permitting includes submitting the permit application before June 11, 2022. Additional services under Task 4.0 include responding to RAls, reviewing the draft permit, and a formal presentation not the Council upon receipt of the permit, and are anticipated to occur within 12 months of authorization of this Supplemental Agreement. Field Investigations and design services will commence after the submittal of the consumptive use permit application and will be completed within 18 months of authorization of this Supplemental Agreement.

The following schedule is projected for this project:

Task	Task Completion Timeframe Date/Months from Authorization
Task 1.0 – Project Management and Quality Control	18 months
Task 2.0 – Water Supply Planning	June 11, 2022
Task 3.0 – Preparation of Groundwater Modeling	June 11, 2022

Task 4.0 – Consumptive Use Permitting	12 months
Task 5.0 – Well Site and Raw Water Main Final Design and Permitting	18 months
Task 6.0 – Field Investigations and Property Acquisition Assistance	18 months

COMPENSATION AND PAYMENT

will invoice City in accordance with the Master Agreement. For invoicing purposes, a summary of fees by task is provided below. Kimley-Horn will perform the services in Tasks 1- 5 for the total lump sum fee of \$330,000. All permitting, application, and similar project fees will be paid directly by the City. Lump sum fees will be invoiced monthly as incurred.

Kimley-Horn will perform the services in Tasks 6 for the not to exceed time and materials fee of not to exceed fee of \$85,000. Expenses will be billed separately and will not exceed \$1,000.

Task	Fee Type	Fee
Task 1.0 – Project Management and Quality Control Task 2.0 – Water Supply Planning Task 3.0 – Preparation of Groundwater Modeling Task 4.0 – Consumptive Use Permitting Task 5.0 – Well Site and Raw Water Main Final Design and Permitting	LS	\$335,000
Task 6.0 – Field Investigations and Property Acquisition Assistance	T&M Not To Exceed	\$85,000
Expenses	Not to exceed	\$1,000
TOTAL		\$421,000



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Supplemental Agreement No. 2 with Dewberry Hydro for MS4 compliance and annual reporting services
SUBMITTED BY:	Jim French, Public Works Director
DATE:	December 10, 2021
BACKGROUND:	<p>The City's Municipal Separate Storm Sewer (MS4) permit requires the preparation and submission of an annual report to the FDEP by March 31 of each year. In previous years, the Deputy Public Works Director was preparing the required annual report. With the current reduction in Public Works staffing we are proposing to use one of the City's consultants to complete the required work prior to the deadline. We coordinated with Dewberry Hydro, a consultant engaged through one of CONB's continuing service contracts, that has experienced staff in MS4 permitting compliance and annual reporting.</p> <p>We requested the attached fee proposal to provide Public Works assistance with preparing our MS4 annual reporting and various associated compliance needs during the year. Staff determined the proposed total not to exceed fee of \$19,000.00 to be reasonable for the scope of services provided.</p> <p>CCNA, F.S. s. 287.055, does apply to the use of a consultant under continuing contract. The study activity fee for professional services for each individual study under this Supplemental Agreement does not exceed \$500,000. Staff negotiated this Supplemental Agreement in compliance with F.S. s. 287.055.</p>
BUDGET:	<p>\$680,000 in 441-1441-541-30-31 Professional Services \$259,817 was previously encumbered with another consultant.</p>
RECOMMENDATION:	Staff respectfully recommends Councils' approval of the attached Supplemental Agreement No. 2 with Dewberry Hydro, Inc., for the MS4 compliance and annual reporting services.
ATTACHMENT:	<p>Supplemental Agreement No 2 Consultant's Scope and Fee proposal dated December 10, 2021</p>

**Supplemental Agreement No. 2 to the General Engineering Continuing Contract
CONB RFQ No. 2021-04 for MS4 compliance and annual reporting services.**

Consultant:	Dewberry Engineers Inc. d/b/a Dewberry Hydro Robert Beltran, P.E. 7220 Financial Way, Suite 200, Jacksonville, FL 32256	Owner:	City of Neptune Beach
Date:	January 3, 2021		

Item	Description of Services	
	Provide consulting services as identified in the attached Consultant's scope of services and fee proposal dated December 10, 2021.	
Task #1	MS4 compliance and Annual Reporting services	\$19,000.00
Total Not-to-Exceed Fees		\$19,000.00

The Consultant shall complete tasks diligently and as soon as practical to avoid delays, and the MS4 annual report shall be ready for submission to the FDEP no later than March 30, 2022. The Consultant shall bill the above tasks as incurred on a time and material basis. The Consultant shall not exceed the Fees stated above without prior written approval from the City. This document, along with Consultant's scope of services and fee proposal dated December 10, 2021, shall become an amendment to the General Engineering Continuing Contract CONB RFQ No. 2021-04 and all provisions of the Agreement will apply hereto.

Accepted by: _____ Date: _____

Consultant:
Dewberry Engineers Inc. d/b/a Dewberry | Hydro
Robert Beltran, P.E.

Accepted by: _____ Date: _____

Owner:
Stefen Wynn, M.P.A. – City Manager
City of Neptune Beach

**Supplemental Agreement No. 2:
SCOPE OF SERVICES for Municipal Separate Storm Sewer (MS4) National Pollutant
Discharge Elimination System (NPDES) FLS000012-003 Permit Compliance Support
Services to the City of Neptune Beach December 10, 2021**

The City of Neptune Beach (CITY) requested Dewberry | Hydro (CONSULTANT) to provide professional services associated with the City's NPDES MS4 permit and annual reporting.

A. Project Background and Description

B. Scope of Services

The CONSULTANT will provide the following identified services..

PHASE 100 – PROJECT MANAGEMENT

Task 101 – Project Management

Task 102 - TMDL/BMAP/NPDES Compliance Facilitate meetings with regulatory agencies regarding permit related items, attend public meetings, attend compliance meetings as needed such as TAT calls, audits and annual meetings and provide written summary of information obtained, provide public comment, and coordinate with co-permittees regarding MS4 requirements.

Task 103 – Permit Compliance Documents & Records

Obtain, review and provide Neptune Beach historical documents previously submitted to the State for NPDES MS4 compliance.

PHASE 200 – Stormwater Permit Annual Report

Task 201 – Report Data Compilation

Work with City Staff to gather the required information needed to complete the various items the Florida Department of Environmental Protection (FDEP) requires in the CITY's MS4 annual report submission.

Task 202 – Annual Report Preparation

Review, compile, and analyze assembled reporting data to complete the MS4 Annual Report form and supporting documents. And review draft report with the CITY. Prepare the CITY's MS4 Annual Report for final review, execution, and submission to the FDEP.

C. Deliverables

The CONSULTANT shall prepare and submit to the CITY, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
101	Project Management	Meeting agenda and minutes.
102	TMDL/BMAP/NPDES Compliance	Meeting notes, white papers, agency correspondence.
103	State Document Review	Obtain and review Neptune Beach historical documents previously submitted to the State for NPDES compliance.
201	Report Data Compilation	Compile the required information from the City in a 3-ring notebook.
202	Annual Report Preparation	Prepare draft MS4 Annual Report with information provided by CITY and review with City staff. Final MS4 Annual report with supporting documents

D. Schedule

The CONSULTANT will proceed with the services identified herein immediately upon receipt of an executed Supplemental Agreement) from the CITY. The projected schedule will have milestones to ensure completion of the MS4 annual report no later than March 4, 2022 for final submission to the FDEP no later than March 30, 2022.

E. Compensation

In accordance with the professional services agreement dated October 28, 2021, the CONSULTANT will complete the Scope of Services outlined above on a time and materials basis for the not to exceed fee of \$19,000. The CONSULTANT will bill its services monthly as incurred.

F. The CITY's Responsibilities

The CITY will provide the following information for the CONSULTANT and / or perform the following services related to the Project:

- The CITY will provide access to readily available studies, reports, and other data pertinent to the CONSULTANT's services.

G. Assumptions

The Scope of Services and compensation arrangement outlined above are based on the following assumptions:

1. This scope assumes that if a supporting document is unavailable but required for the NPDES MS4 Annual Reporting, consultant will provide a list of compliance needs to the City to develop an approach to obtain compliance and prepare for agency audit.
2. This scope of services excludes the development of a water quality sampling plan, the collection of water samples, or lab analysis.



**Agenda Item #10C
Res. No. 2022-01
CDB Appointments**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: Resolution No. 2022-01, Appointing Members to the Community Development Board

SUBMITTED BY: City Clerk Catherine Ponson

DATE: December 28, 2021

BACKGROUND: There are currently vacancies on the Community Development Board.

Section 27-38(a) of the Neptune Beach Code of Ordinances states:

"(a) Appointment. The board shall have seven (7) members appointed by the mayor subject to confirmation by resolution of the city council."

BUDGET: Members of the Community Development Board are not compensated.

RECOMMENDATION: Consider Resolution No. 2022-01, Appointing Members to the Community Development Board

ATTACHMENT: 1. Res. No. 2022-01, CDB Members



RESOLUTION NO. 2022-01

A RESOLUTION APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BOARD (CDB)

RESOLVED, the City Council of the City of Neptune Beach, Florida, hereby confirms the following CDB members:

COMMUNITY DEVELOPMENT BOARD

Member	Type	Term	Begins	Ends
Rene Atayan	Regular Member	1 st 3-year	01/04/2022	01/04/2025
Greg Schwartzenberger	Regular Member	1 st 3-year	01/04/2022	01/04/2025
Anthony Mazzola	Alternate Member	1 st 1-year	01/04/2022	01/04/2023
Nicole De Venoge	Alternate Member	1 st 1-year	01/04/2022	01/04/2023

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this ___ day of _____, 2022.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk



Agenda Item # 10D
Council Seat 5 Vacancy

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM: City Council Seat 5 Vacancy Discussion

SUBMITTED BY: City Manager Stefen Wynn

DATE: December 28, 2021

BACKGROUND: Vice Mayor Fred Jones resigned from Neptune Beach City Council effective December 17, 2021. He held Council Seat 5.

Section 2.06 of the Charter of the City of Neptune Beach, states:

(b) Filling of vacancies. A vacancy on the council shall be filled by a majority vote of the remaining members of the council. Any person appointed by council to fill a vacancy shall hold office until the next annual election in the city.

BUDGET: The salary for Council Members is \$4,800.00 annually.

RECOMMENDATION: Discuss the process for filling Council Seat 5

ATTACHMENT: 1. Frederick N Jones Resignation

Frederick N. Jones
1300 Kings Road
Neptune Beach, FL 32266

December 8, 2021

Stefen Wynn
City Manager, City of Neptune Beach
116 1st Street
Neptune Beach, FL 32266

Dear Mr. Wynn:

I am writing to officially inform you that I will be resigning my responsibilities as Councilor-Vice Mayor, effective December 17, 2021.

I have greatly enjoyed my tenure in office contributing as a member of our collegial city council body with the greatest respect for my fellow councilors, city staff and local citizens. I am grateful for the opportunity to serve this community and look forward to continuing to work together in a different capacity, maintaining our professional and personal relationship.

I am pleased to have had the opportunity to serve the citizens of Neptune Beach and I wish you continued success and opportunities.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred Jones', with a stylized flourish at the end.

Fred Jones
Vice Mayor
Neptune Beach