



AMENDED AGENDA
Regular City Council Meeting
Monday, August 2, 2021, 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
 - A. Swearing in Ceremony - Officer Joseph A. Richardson
 - B. Northeast Florida Regional Council (NERFC) COVID-19 Economic Recovery Plan Presentation- Sean Lahav, Resiliency Coordinator
3. APPROVAL OF MINUTES
 - A. **July 19, 2021, Special City Council Meeting** p. 3
July 19, 2021, Workshop City Council Meeting
4. COMMENTS FROM THE PUBLIC
5. COMMUNICATION / CORRESPONDENCE / REPORTS

• Mayor	• City Attorney
• City Council	• City Clerk
• City Manager	• Departmental Reports
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
 - A. ORDINANCE NO. 2021- 05, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Enacting a Temporary Moratorium to Prohibit the Acceptance or Processing of Certain Applications for Development Orders or any Other Official Action of the City Having the Effect of Permitting or Allowing for the Issuance of a Development Permit or Related Approval as set forth in Chapter 27, Unified Land Development Regulations, Article III, Division 2, Development Review Sections 27-76 through 27-88 in the Central Business District and Commercial C-1 Zoning District; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date. p. 10
9. OLD BUSINESS / NONE
10. NEW BUSINESS
 - A. RESOLUTION NO. 2021-12, A Resolution of the City of Neptune Beach Honoring Lansing "Lance" McCauslin and Declaring a Namesake Bikeway p. 15

B. RESOLUTION NO. 2021-13, A Resolution Allowing the City Manager to Execute and Deliver the State Highway System Lighting, Maintenance and Compensation Agreement to the Florida Department of Transportation (FDOT) p. 30

C. Approval of Water/Wastewater Mutual Aid Agreement

11. COUNCIL COMMENTS

12. ADJOURN

Please register for the **Regular City Council Meeting August 2, 2021** at:

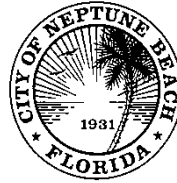
<https://attendee.gotowebinar.com/register/5705554269659391248>

Residents attending public meetings can use the code **XD30 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, JULY 19, 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, July 19, 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
Councilor Kerry Chin
Councilor Lauren Key (*absent*)
Councilor Josh Messinger

STAFF:

City Manager Stefen Wynn
City Attorney Zachary Roth
Chief of Police Richard Pike
Chief Financial Officer Carl LaFleur
Public Works Director Jim French
Senior Center Director Leslie Lyne
Grant and Resiliency Coordinator Colin Moore
Community Development Director Kristina Wright
City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

Mayor Brown called the Special Meeting to order at 6:00 p.m. and Councilor Chin led the Pledge of Allegiance.

APPROVAL OF MINUTES

Minutes

Made by Jones, seconded by Chin.

MOTION:

TO APPROVE THE FOLLOWING MINUTES:
June 7 2021, Regular City Council Meeting
June 21, 2021, Special City Council Meeting
June 21, 2021, Workshop City Council Meeting

Roll Call Vote:

Ayes: 4- Chin, Messinger, Jones and Brown.
Noes: 0

MOTION CARRIED

CITY MANAGER REPORT

City Manager Report

City Manager Stefen Wynn reported the following:

- He presented the updated construction schedule and costs for Jarboe Park.

- He gave an update of the Senior Center completion.
- He presented his scheduled upcoming meetings.
- He presented the City Department actions reports.

The City Manager report, including entire spreadsheets, reports and pictures, can be found at:<https://www.ci.neptune-beach.fl.us/city-manager/pages/city-manager-reportsdepartmental-score-cards>.

CDB 21-02, 310
Third Street

CDB21-02, Application For Development Permit Review as Outlined in Chapter 27, Article 3 Division 2 of the Unified Land Development Code of Neptune Beach for Shorebreak Ventures, LLC, for the property known as 310 Third Street (Re# 172912-0010). This property is in the C-1 Zoning District. The applicant is proposing to Build a new two-story office building with parking under the building.

Mayor Brown stated this is the development permit for 310 Third Street. The Community Development Board met on June 9, 2021, and approved the application contingent on the developer resolving any remaining technical questions, including writing environmental concerns and or drainage calculations through the building permit level, including the payment of tree mitigation in the amount of \$55,440, prior to the issuance of a certificate of occupancy.

Mike Hand and Jennifer Lada, representing Shorebreak Ventures, were present.

Councilor Chin stated around the perimeter of the property on the landscape plan, there were quite a number of circled items. He questioned what they were as they were not on the legend.

Ms. Lada stated they were two types of oleander of varying heights.

Councilor Chin continued by asking about the deferred parking agreement. He advised that part of the agreement is the Community Development Board would review after one year to determine whether the spaces were needed. He asked what if the offsite parking lot being used was sold.

Mr. Hand answered that there had been conversations regarding this and multiple options out there should that occur.

Vice Mayor Jones expressed that the spirit here with the parking reduction is where the City is headed with the Code. The City does not want to require more space that is needed to serve the development. If you supply an excess amount, it would get used. He added this is a good project and he is looking forward see it materialize.

Councilor Messinger stated his support of the project. He also reported he had met with the applicant after the CDB meeting and stated his concerns related to tree mitigation and the amount of trees being planted on the property at that time. The applicant significantly reworked the landscape plan and mitigation dollars. He remarked they would be excellent neighbors and he appreciates what they have done.

Mayor Brown declared she had met with the applicant. She favors the architecture and the spirit of the organization. She also stated they have done a great job at answering questions and concerns.

Vice Mayor Jones reported he had ex parte communications with the applicant.

Made by Jones, seconded by Chin.

MOTION: **TO APPROVE CDB 21-02, 310 THIRD STREET CONTINGENT ON THE DEVELOPER RESOLVING ANY REMAINING TECHNICAL QUESTIONS, INCLUDING GRADING, ENVIRONMENTAL CONCERNS AND/OR DRAINAGE CALCULATIONS THROUGH THE BUILDING PERMIT LEVEL PROCESS INCLUDING THE PAYMENT OF PROPOSED TREE MITIGATION IN THE AMOUNT OF \$55,440 PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Award of CONB
2021-03, FI Blvd
Culvert
Replacement

Approval to Award CONB Bid No. 2021-03, Florida Boulevard Culvert Replacement. Public Works Director Jim French reported that the bid documents had been approved by Council on May 3, 2021. They were advertised and a nonmandatory pre-bid meeting was held on May 27, 2021.

Two bids were received. A.W.A. Contracting Co. Inc., had the apparent low bid of \$996,754.49 and Superior Construction submitted a bid of \$1,937,182.33. Staff evaluated the apparent low bid for conformance with solicitation requirements and determined that A.W.A. Contracting Co., Inc. submitted the lowest responsive bid.

Due to the discrepancy between the low and high bid, A.W.A. was contacted to review the scope of work. The president, Arthur Allen, of A.W.A., indicated he is comfortable with the submitted bid and scope of work as provided.

The City's budget for this project this year is \$950,000. Mr. French noted that the City had received grant funding of \$375,000 from the state legislature towards this project that breaks up for design in permitting as well as reimbursement for construction. The construction amount is \$242,399. There is a deadline to finish this project of June 30, 2022.

Mr. French also requested Council approval for deductive change orders and owner-direct purchase orders for the express purpose of saving sales taxes on major materials and equipment, as authorized by the City Manager, or his designee, and as recommended by the Public Works Director. In addition, staff requests approval of the bid opening minutes.

Councilor Messinger stated that Mr. French had done an excellent job in vetting this project and he is good with where we stand.

Vice Mayor Jones agreed with Councilor Messinger. He pointed out from a community standpoint this is an important project. It will help alleviate some of the flooding concerns.

Councilor Chin asked Mr. French if he is comfortable that A.W.A. has a clear understanding with the scope of work due to the discrepancy in the two bids.

Mr. French pointed out that the price is close to the budget and under the engineer's estimate. A.W.A. has subcontracted for this type of specialty work for 35 years. He added that they have experience in water and sewer. The references stated they were willing to listen and not combative.

Made by Chin, seconded by Jones.

MOTION: **TO AWARD THE FLORIDA BLVD. CULVERT REPLACEMENT PROJECT CONB BID 2021-03, A.W.A. CONTRACTING CO.; APPROVAL OF DEDUCTIVE CHANGE ORDERS AND OWNER DIRECT PURCHASE ORDERS FOR THE EXPRESS PURPOSE OF SAVING SALES TAXES ON MAJOR MATERIALS AND EQUIPMENT, AS AUTHORIZED BY THE CITY MANGER, OR HIS DESIGNEE, AND AS RECOMMENDED BY THE PUBLIC WORKS DIRECTOR, AND APPROVAL OF THE BID OPENING MINUTES**

Roll Call Vote:
Ayes: 4-Messinger, Chin, Jones, and Brown.
Noes: 0

MOTION CARRIED

Adjournment The Special Meeting adjourned at 6:26 p.m.

Elaine Brown, Mayor

Attest:

Catherine Ponson, CMC
City Clerk

Approved: _____



**MINUTES
WORKSHOP CITY COUNCIL MEETING
IMMEDIATELY FOLLOWING SPECIAL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266
MONDAY, JULY 19, 2021, 6:26 P.M.**

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, July 19, 2021, at 6:26 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

IN ATTENDANCE:

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

STAFF:

City Manager Stefen Wynn
City Attorney Zachary Roth
Police Chief Richard Pike
Chief Financial Officer Carl LaFleur
Public Works Director Jim French
Senior Center Director Leslie Lyne
Community Development Director Kristina Wright
City Clerk Catherine Ponson

Call to Order/Roll Call

Mayor Brown called the workshop meeting to order at 6:26 p.m.

AWARDS / PRESENTATIONS / GUESTS / NONE

DEPARTMENTAL SCORE CARD

Police Chief Report

Police Chief Richard Pike thanked Grants and Resiliency Coordinator Colin Moore for the use of the bike counter. He reported that the rain on July 4th kept it from being a record crowd. He added that it was still shoulder to shoulder on the beach proper.

Departmental Score Card

Departmental Score Card. City Manager Stefen Wynn reviewed the Departmental Score Card. The Departmental Score Cards are posted on the City website at: <https://www.ci.neptune-beach.fl.us/city-manager/pages/city-manager-reportsdepartmental-score-cards>

COMMITTEE REPORTS

Strategic Planning/ Transportation and Public Safety

Vice Mayor Jones reported Phase III of the Vision Plan process would be getting underway and this Committee would be discussing the path forward. Transportation and Public Safety would be scheduled to discuss quicker, lighter and cheaper projects.

PUBLIC COMMENTS

Public Comment Penny Kennedy, 2010 Acacia Road, Neptune Beach, commended City Manager Wynn on the information on the City website. She spoke regarding the amount of money being spent on Jarboe Park and the lack of practical necessities. She commented on the lack of parking and the pickleball and basketball courts. She added that the new water bills do not have the informational graphic that shows usage.

PROPOSED ORDINANCE

Proposed Ordinance, Development Permit Moratorium **PROPOSED ORDINANCE NO. 2021-** An Ordinance of the City of Neptune Beach, Florida, Enacting a Temporary Moratorium to Prohibit the Acceptance or Processing of Certain Applications for Development Orders or any Other Official Action of the City Having the Effect of Permitting or Allowing for the Issuance of a Development Permit or Related Approval as set forth in Chapter 27, Unified Land Development Regulations, Division 2, Development Review Sections 27-76 through 27-88 in the Central Business District and Commercial C-1 Zoning District; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date.

Vice Mayor Jones stated that this ordinance intends to make sure that development that comes in follows and adheres to the new standards the City is going to make with the Land Development Code update. The intent is to put in a temporary moratorium on development permits in the Town Center and walkable commercial area until we get the outcome of the final phase. The last thing we want is to have a project get built and go through the process following the existing Chapter 27. We are working on the standards in the respective districts.

Councilor Messinger commented that this came from the initial discussions when the Vision Plan process began. The Dover, Kohl and Partners team suggested in the last four to six months of the process that we may want to put a temporary moratorium on development agreements and things of that sort. We are coming up to that timeframe and he supports this legislation.

Councilor Chin asked the City Attorney had any issues on this proposed ordinance.

City Attorney Zachary Roth responded that this is a valid planning tool to prevent 11th hour applications from rushing in and defeating the purpose of the planning process.

CONSENSUS: TO MOVE THE PROPOSED ORDINANCE TO THE AUGUST 2, 2021, REGULAR MEETING AGENDA

CONTRACTS / AGREEMENTS / NONE

ISSUE DEVELOPMENT / NONE

PUBLIC COMMENTS / NONE

Adjournment There being no further business, the Workshop meeting adjourned at 6:43 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



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

- AGENDA ITEM:** ORDINANCE NO. 2021- 05, FIRST READ AND **PUBLIC HEARING**, An Ordinance of the City of Neptune Beach, Florida, Enacting a Temporary Moratorium to Prohibit the Acceptance or Processing of Certain Applications for Development Orders or any Other Official Action of the City Having the Effect of Permitting or Allowing for the Issuance of a Development Permit or Related Approval as set forth in Chapter 27, Unified Land Development Regulations, Article III, Division 2, Development Review Sections 27-76 through 27-88 in the Central Business District and Commercial C-1 Zoning District; Providing for a Temporary Moratorium Term to be Extended if Necessary by the City Council; Providing for Early Termination; Providing for Conflicts; Providing for Severability; Providing an Effective Date.
- SUBMITTED BY:** Vice Mayor Fred Jones
- DATE:** July 28, 2021
- BACKGROUND:** This ordinance is being considered to prevent applications to undertake projects inconsistent with the vision being developed through the Vision Plan, Comprehensive Plan and revised Land Development Regulations.
- The proposed ordinance was moved forward for first read at the July 19, 2021 Council workshop and the notice for first read was published in the July 22, 2021, issue of the Beaches Leader, as required.
- BUDGET:** N/A
- RECOMMENDATION:** Consider Ordinance No. 2021-05, Temporary Moratorium on Applicaitons for Development Orders in the Central Business Districy and Commercial C-1 Zoning District
- ATTACHMENT:** 1. Ord. No. 2021-05

**SPONSORED BY:
VICE MAYOR JONES**



ORDINANCE NO. 2021-05

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ENACTING A TEMPORARY MORATORIUM TO PROHIBIT THE ACCEPTANCE OR PROCESSING OF CERTAIN APPLICATIONS FOR DEVELOPMENT ORDERS OR ANY OTHER OFFICIAL ACTION OF THE CITY HAVING THE EFFECT OF PERMITTING OR ALLOWING FOR THE ISSUANCE OF A DEVELOPMENT PERMIT OR RELATED APPROVAL AS SET FORTH IN CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, DIVISION 2, DEVELOPMENT REVIEW SECTIONS 27-76 THROUGH 27-88 IN THE CENTRAL BUSINESS DISTRICT AND COMMERCIAL C-1 ZONING DISTRICT; PROVIDING FOR A TEMPORARY MORATORIUM TERM TO BE EXTENDED IF NECESSARY BY THE CITY COUNCIL; PROVIDING FOR EARLY TERMINATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Neptune Beach possesses the powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

WHEREAS, the City Council of the City of Neptune Beach, Florida determines that it is in the best interest of its residents, businesses and visitors to enact sufficient land use regulations and land use plans to ensure their health, safety and welfare; and

WHEREAS, to protect the public health, safety and welfare of its citizens, the City of Neptune Beach wants to review and discuss its regulations regarding development, as defined in Section 27-15, within the Central Business District and Commercial C-1 zoning district; and

WHEREAS, the City Council has undertaken the process for the adoption of a new comprehensive plan and has submitted such plan to the Department of Economic Opportunity; and

WHEREAS, the City Council has also undertaken a process to analyze, revise, and refine the land development regulations contained in Chapter 27 of the City's Code; and

WHEREAS, the City Council has hired the services of Dover, Kohl & Partners, an

award-winning planning firm, to assist with the comprehensive plan and land development regulation revision process; and

WHEREAS, the City and Dover, Kohl and Partners have conducted numerous forums, charettes, meetings, and collected feedback regarding the desires of the residents and stakeholders within the City regarding such matters; and

WHEREAS, the information received from such efforts demonstrates that revisions to the City's regulation of development within the Commercial Business District and Commercial C-1 zoning district are necessary to ensure the health, safety and welfare of the City's residents, businesses, and visitors; and

WHEREAS, the City Council determines that additional time is required to adopt the proposed comprehensive plan and to prepare and adopt an amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances regarding development in the Central Business District and Commercial C-1 zoning district; and

WHEREAS, a temporary moratorium on the processing of applications for, and the issuance of development permits, approvals, or any other official action of the City of Neptune Beach permitting development in the Central Business District and Commercial C-1 zoning district will allow time to prepare and adopt such amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances and the comprehensive plan; and

WHEREAS, proper notice has been given of the public hearings of this proposed ordinance and of the public hearings in the City Council Chambers; and

WHEREAS, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; 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 of Neptune Beach, Florida and that it advances a significant and important governmental interest;

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

ARTICLE III. – ADMINISTRATIVE AND ENFORCEMENT PROCEDURES

Sec. 27-89.

(a) **Purpose.**

(1) The purpose of this ordinance is to enable the City of Neptune Beach sufficient time to review information collected and adopt an amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances and the proposed comprehensive plan, relating to development in the Central Business District and Commercial C-1 zoning district. The City will not accept any application or issue any approvals for development orders, development permits, or other development approvals authorizing development in the Central Business District or Commercial C-1 zoning district, except as provided in this ordinance, or as may otherwise be required by applicable law.

(2) It is further the purpose of this Ordinance to fulfill the City's constitutional charge and statutory obligations to protect and preserve the public health, safety and welfare of the citizens of the City of Neptune Beach, regarding development in the Central Business District or Commercial C-1 zoning district; and thus defer official government action until the City of Neptune Beach has properly analyzed the data it has collected and adopted amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances and comprehensive plan, as necessary.

(b) Imposition of Temporary Moratorium.

No application for approval of development or any other official action of the City having the effect of permitting or allowing development in the Central Business District or Commercial C-1 zoning district may be accepted or processed or approved by the City, except as may be required by applicable law or as provided below. To the extent such an application is submitted, the City staff is authorized to take action to deny such application during the term of this moratorium.

(c) Term.

The moratorium imposed by this ordinance is temporary and, unless dissolved earlier by the City, shall automatically dissolve in three hundred and sixty-five (365) days from the effective date of this ordinance, unless extended in accordance with applicable law. This moratorium may be reasonably extended, if necessary, by ordinance of the City Council.

(d) Early Termination.

The moratorium imposed by this ordinance may terminate prior to its term upon the passage of an ordinance regulating, permitting, or allowing development in the Central Business District or Commercial C-1 zoning district, provided:

- (1) Specific language terminating the moratorium is contained within said enacted ordinance; or by
- (2) Passage of another ordinance providing for termination by the City Council.

(e) **Repeal of Laws in Conflict.**

All local laws and ordinances in conflict with any provision of this ordinance are hereby repealed to the extent of any conflict.

(f) **Effective Date.**

This ordinance shall take effect immediately upon passage after second reading/public hearing.

VOTE RESULTS OF FIRST READING:

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

Passed on First Reading this _____ day of _____, 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 _____, 2021.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and contents

Zachary Roth, City Attorney



**Agenda Item # 10A, Res. No. 2021-12,
Honoring Lansing "Lance" McCaulin**

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

AGENDA ITEM: RESOLUTION NO. 2021-12, A Resolution of the City of Neptune Beach Honoring Lansing "Lance" McCauslin and Declaring a Namesake Bikeway

SUBMITTED BY: Mayor Elaine Brown and Councilor Josh Messinger

DATE: July 28, 2021

BACKGROUND: Lansing "Lance" McCauslin" was a special friend who made a difference in Neptune Beach and meant so much to those he knew. He loved to ride his bicycle and the City wishes to honor him by naming and dedicating part of First Street from Orange Street to Seagate Avenue, the "Lance McCauslin Memorial Bikeway."

BUDGET: N/A

RECOMMENDATION: Approve Resolution No. 2021-12, Honoring Lance McCauslin and Declaring a Namesake Bikeway

ATTACHMENT: 1. Res. No. 2021-12



SPONSORED BY:

MAYOR BROWN &
COUNCILOR MESSINGER

RESOLUTION NO. 2021-12

**A RESOLUTION OF THE CITY OF NEPTUNE BEACH
HONORING LANSING "LANCE" McCAUSLIN AND
DECLARING A NAMESAKE BIKEWAY**

WHEREAS, it is proper to honor a unique and special person who made a difference in the lives of others through love, friendship, good deeds and service to the community; an individual who went above and beyond to help others in their time of need; an individual, who despite his physical and mental limitations, made every effort to find a friend in everyone that that he came into contact with, and to serve as an unofficial ambassador for the City of Neptune Beach for over 50 years, we, the Mayor and Council, therefore, do unanimously resolve that:

- Lance had a passion for trains, holidays, parades, seeing old friends and making new friends as he rode his bike daily for over 50 years throughout the beaches community. He could be quickly identified by his smile, wave and ringing the bell on his bike.
- Lance, growing up on First Street supported the Fletcher High School Senators by never missing a home game for over 30 years.
- Lance, as an ambassador for the City of Neptune Beach, attended every "Grand Opening" at every business that opened their doors in the city.
- Lance, riding his bicycle over 40 miles each and every day throughout the beaches community, would pick up trash, collect bottles and made daily stops at local businesses and the homes of countless elderly residents to assist them in any way that he could.

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

SECTION 1. We therefore, wish to recognize and honor this unique and exceptional individual's spirit, vigor, compassion and his love for the City of Neptune Beach and the beaches community as a whole.

SECTION 2. Be it further resolved, that the Mayor and City Council do hereby dedicate First Street from Orange Street to Seagate Avenue as the "**LANCE McCAUSLIN MEMORIAL BIKEWAY.**"

This Resolution adopted by the City Council of Neptune Beach, Florida, at the City Council Meeting held on the 2nd day of August, 2021.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk



**Agenda Item # 10B, Res. No. 2021-13,
FDOT Lighting, Maintenance, and
Compensation Agreement**

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

- AGENDA ITEM:** RESOLUTION NO. 2021-13, A Resolution Allowing the City Manager to Execute and Deliver the State Highway System Lighting, Maintenance and Compensation Agreement to the Florida Department of Transportation (FDOT)
- SUBMITTED BY:** City Manager Stefen Wynn, FDOT
- DATE:** July 28, 2021
- BACKGROUND:** This is a new updated seven-year agreement with FDOT for maintenance of the state highway lighting and/or lighting systems within the City of Neptune Beach.
- The compensation period is for July 1, 2021 through June 30, 2028.
- BUDGET:** See the attached agreement
- RECOMMENDATION:** Approve Resolution No. 2021-13, Authorizing the City Manager to Execute and Deliver the State Highway Lighting, Maintenance and Compensation Agreement with FDOT
- ATTACHMENT:** 1. Res. No. 2021-13, FDOT Lighting



RESOLUTION NO. 2021-13

A RESOLUTION ALLOWING THE CITY MANAGER TO EXECUTE AND DELIVER THE STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the "FDOT" finds it is necessary for the City of Neptune Beach, hereinafter referred to as the Maintaining Agency, to execute and deliver to the FDOT the agreement identified as STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT, hereinafter referred to as the **Agreement**.

NOW, THEREFORE, BE IT RESOLVED BY THE MAINTAINING AGENCY:

That, Stefen Wynn, City Manager, be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the FDOT along with the executed Agreement.

The above RESOLUTION was introduced and adopted by the **CITY OF NEPTUNE BEACH** on the 2nd day of August, 2021.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk



Florida Department of Transportation

RON DESANTIS
GOVERNOR

District Maintenance Contracts Office
1109 South Marion Avenue, MS 2010
Lake City, Florida 32055

KEVIN J. THIBAUT, P.E.
SECRETARY

May 19, 2021

City of Neptune Beach
116 First Street
Neptune Beach, Florida 32224

New Contract No:	TBD
Old Contract No.	AN698
Financial Project No.	41441717805
Description:	State Highway Lighting, Maintenance and Compensation Agreement
Contract Period	July 1, 2021 through June 30, 2028

Agency Partner,

Attached is the new Highway Lighting, Maintenance, and Compensation Agreement. It has been updated and improved to provide more flexibility in the prosecution and progress of the work. Once executed it will supersede the existing agreement (Item 7 c.).

Some of the changes include:

- The term of this agreement has been adjusted to be seven years. (Item 1 Section E); the existing agreement is essentially open-ended with automatic renewals.
- This new version authorizes your Agency to submit reimbursement claims to all third parties responsible for the damage; this allows you to pursue recovery from insurance agencies and individuals responsible for damage to the highway lighting system (Item 2).
- The current Agreement does not provide for an opt-out option. This new version allows either party to terminate the Agreement by a written notice. (Item 1 Section E).
- Prior to the beginning of each agreement year, it requires the Maintaining Agency to submit an amended Exhibit A to account for any new lights that have come on-line. (Item 2)
- Exhibit A was updated to better clarify the features covered and compensation amount.

Attached, for comparison, is the current agreement information and the new agreement language and exhibits. Please fill out and sign the agreement, complete the spreadsheet, and return to my attention no later than **May 31, 2021**. This will give us time to execute the new agreements prior to the expiration of the existing agreement year.

Please attach the appropriate documentation for signature authority or a resolution for the individual executing the agreement.

The total payment amount for each Fiscal Year is calculated by inputting the actual number of qualifying types of lights and multiplying by the Unit Rate and 90%. Example: 330 (lights) x \$291.26 x 0.90 (90% Requirement) = \$86,533.92

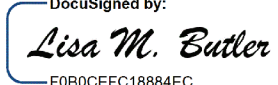
Should you not wish to execute the new agreement please let us know and we shall continue to operate under the terms of the original agreement.

If you have any questions, please see the contact information below.

Sincerely,

DocuSigned by:

EB585D54C6834FD...
Sandra Brink
District 2 Maintenance Contracts
sandra.brink@dot.state.fl.us
(386)961-7585

DocuSigned by:

F0B0CEFC18884EC...
Lisa Butler
District 2 Maintenance Contracts
lisa.butler@dot.state.fl.us
(386)961-7382

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
 COMPENSATION AGREEMENT**

375-020-52
 MAINTENANCE
 OGC – 02/21
 Page 1 of 8

CONTRACT NO. _____
 FINANCIAL PROJECT NO. 41441717805
 F.E.I.D. NO. F59-6000384-011

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and City of Neptune Beach, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

WHEREAS, **FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

WHEREAS, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT**'s fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT**'s final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT**'s fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT**'s previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT**'s fiscal year, beginning July 1st and ending June 30th.

- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

- c. All maintenance must be in accordance with the provisions of the following:
- (1) Manual of Uniform Traffic Control Devices; and
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.
- Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.
- e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the **FDOT's** fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

2. Compensation and Payment

FDOT shall pay to the **MAINTAINING AGENCY** a sum of \$ 33,660.99 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

FDOT expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY's** authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.
- d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

MAINTAINING AGENCY:

City of Neptune Beach
Stefen Wynn, City Manager
116 First Street
Neptune Beach, Florida 32224

FDOT:

Florida Department of Transportation
District Maintenance Contracts, MS-2010
1109 South Marion Avenue
Lake City, Florida 32055

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

- h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving \$1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- j. **MAINTAINING AGENCY:**
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**
 4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**
 5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1
863-519-2623
D1prcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway
Bartow, FL 33830

District 6
305-470-5453
D6prcustodian@dot.state.fl.us
Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800

District 2
386-758-3727
D2prcustodian@dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

District 7
813-975-6491
D7prcustodian@dot.state.fl.us
Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612

District 3
850-330-1391
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

Florida's Turnpike Enterprise
407-264-3170
TPprcustodian@dot.state.fl.us
Turnpike Enterprise Chief Counsel
Florida Turnpike – Office of General Counsel
Turnpike Mile Post 263, Bldg. 5315
Ocoee, FL 34761

District 4
954-777-4529
D4prcustodian@dot.state.fl.us
Florida Department of Transportation
District 4 – Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458

District 5
386-943-5000
D5prcustodian@dot.state.fl.us
Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

8. Certification

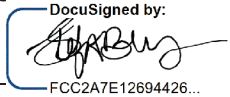
This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting one of the applicable options:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature)  _____

(Printed Name: Stefen Wynn)

(Printed Title: City Manager)

6/23/2021 | 6:49 AM PDT
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

(Printed Name: Travis Humphries, P.E.)

(Printed Title: D2 Director of Operations)

Date: _____

FDOT Legal Review

BY: (Signature) _____
Counsel

(Printed Name: Melissa Blackwell)

Date: _____

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 21/22

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. See Attached Lighting Inventory Sheet
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$309.10 in fiscal year 21/22 shall increase to \$318.37 in fiscal year 22/23.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and ____%. Example: 330 (lights) x \$_____ (unit rate) x 0.90 (90% requirement) = \$ 0.00

Type of Light	# of lights	LED or HPS	Unit rate	%	Total
High Mast		HPS			0.00
Standard		HPS			0.00
Underdeck		HPS			0.00
Sign		HPS			0.00
High Mast		LED			0.00
Standard		LED			0.00
Underdeck		LED			0.00
Sign		LED			0.00

Florida Department of Transportation Highway Lighting Maintenance and Compensation Agreement Inventory

CITY OF Neptune Beach
Andrew Hyatt, City Manager 904-270-2400

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s) High Mast, Standard, Underdeck, or Sign	LED or HPS
Atlantic Blvd A1A		Florida Blvd / Mayport Rd	3rd Street	37		
A1A		Atlantic Blvd	Seagate Avenue	84		
TOTAL # OF LIGHTS BEING MAINTAINED				121		

Revised 5/18/2021



Agenda Item #10C, Water/Wastewater Mutual Aid Agreement

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

AGENDA ITEM: Approval of Water/Wastewater Mutual Aid Agreement

SUBMITTED BY: City Manager Stefen Wynn and Public Works Director Jim French

DATE: July 28, 2021

BACKGROUND: The City's Public Safety Department already has a mutual aid agreement in place for assistance with special events and emergencies. This proposed Mutual Aid Agreement is similar in that it will allow the Public Works Department to seek assistance during an emergency from other municipalities across the state that participate in the program.

In the event of a natural or man made disaster, the City can request assistance through the mutual aid agreement for resources such as: materials, personnel, equipment, etc.

Mr. French requested that this mutual aid agreement be in place in the event that such a disaster were to take place. If passed, this mutual aid agreement will become an integral part of the City's Emergency Management Plan and will require the Municipal Comprehensive Emergency Management Plan (MCEMP) to be updated accordingly.

BUDGET: N/A

RECOMMENDATION: Staff recommends approval of the Mutual Aid Agreement

ATTACHMENT: 1. Mutual Aid Agreement for Water_Wastewater

MUTUAL AID AGREEMENT FOR WATER/WASTEWATER

ARTICLE I. PURPOSE

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities. The purpose of this Agreement is to formally document such program.

ARTICLE II. DEFINITIONS

- A. AGREEMENT – The Water/Wastewater Mutual Aid Agreement. The original agreement and all signatory pages shall be kept at TREEO Center 3900 SW 63rd Blvd., Gainesville, FL 32608
- B. PARTICIPATING UTILITY – Any Water/Wastewater utility which executes this Mutual Aid Agreement.
- C. DAMAGED UTILITY – Any Participating Utility which sustains physical damage to its water/ wastewater system due to a natural or manmade disaster and seeks assistance pursuant to this Agreement.
- D. ASSISTING UTILITY – Any Participating Utility which agrees to provide assistance to a Damaged Utility pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Utility authorized by that utility's governing board to request or offer assistance under the terms of this Agreement. (A list of the Authorized Representatives for each Participating Utility shall be attached to this Agreement as Appendix A)
- F. PERIOD OF ASSISTANCE – The period of time beginning with the departure of any personnel of the Assisting Utility from any point for the purpose of travelling to the Damaged Utility in order to provide assistance and ending upon the return of all personnel of the Assisting Utility, after

providing the assistance requested, to their residence or place of Work, whichever is first to occur.

- G. SCHEDULE OF EQUIPMENT RATES – The latest rates published by Federal Emergency Management Agency under the response and recovery directorate applicable to major disasters and emergencies.
- H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used by the Damaged Utility to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Utility will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

ARTICLE III. PROCEDURE

In the event that a particular utility becomes a Damaged Utility, the following procedure shall be followed:

- A. The Damaged Utility shall contact the Authorized Representative of one or more of the participating utilities and provide them with the following information:
 - 1. a general description of the damage sustained;
 - 2. the part of the water/wastewater system for which assistance is needed;
 - 3. the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - 4. the present weather conditions and the forecast for the next twenty-four hours; and
 - 5. a specific time and place for a representative of the Damaged Utility to meet the personnel and equipment of the Assisting Utility.
 - 6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

- B. When contacted by a Damaged Utility, the Authorized Representative of a Participating Utility shall assess his utility's situation to determine whether it is capable of providing assistance. No Participating Utility shall be under any obligation to provide assistance to a Damaged Utility. If the Authorized Representative determines that the Assisting Utility is capable of and willing to provide assistance, the Assisting Utility shall so notify the Authorized Representative of the Damaged Utility and providing the following information:
1. a complete description of the personnel, equipment and materials to be furnished to the Damaged Utility.
 2. the estimated length of time the personnel, equipment and materials will be available;
 3. the work experience and ability of the personnel and the capability of the equipment to be furnished;
 4. the name of the person or persons to be designated as supervisory personnel; and
 5. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Damaged Utility.
- C. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Utility. In instances where only equipment is provided by the Assisting Utility, the ownership of said equipment shall remain with the Assisting Utility and said equipment shall be returned to the Assisting Utility immediately upon request. Representatives of the Damaged Utility shall suggest Work assignments and schedules for the personnel of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the

operation and maintenance of the equipment furnished by the Assisting Utility, and report Work progress to the Damaged Utility.

- D. The Damaged Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of departure from their regularly scheduled Work location until the time of return to their regularly scheduled Work location. The food and shelter provided shall be subject to the approval of the supervisory personnel of the Assisting Utility. If not agreeable, food and shelter shall be provided and paid for as determined by mutual agreement.
- E. The Damaged Utility shall have the responsibility of providing communications between the personnel of the Assisting Utility and the Damaged Utility.

ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules and regulations. The Damaged Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.
- B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA. If an Assisting Utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of Equipment Rates it shall provide such rates to the Damaged Utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs.

- C. MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Assisting Utility’s personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Utility should bill the requesting utility for all expenses not later than ninety (90) days following the Period of Assistance. The requesting utility shall pay the bill in full not later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-fifth (45th) day following the billing date, and once delinquent shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.
- E. DISPUTED BILLINGS – Those undisputed portions of a billing should be paid under this payment plan. Only the disputed portions should be sent to arbitration under Article VI.

ARTICLE V. INSURANCE

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.

ARTICLE VI. ARBITRATION

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement which are participating utilities, excluding those members that are parties to the dispute.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member.

The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Water/ Wastewater Mutual Aid Agreement this _____ day of _____, 20 __ .

Water/Wastewater Utility Representative(s):

By: _____

By: _____

Title: _____

Title: _____

Please Print Name

Please Print Name

Name of Participating Utility: _____

Please Print Name of Utility