



AGENDA
Special and Workshop City Council Meeting
Monday, November 15, 2021, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. COMMENTS FROM THE PUBLIC
3. PROCLAMATION RECOGNIZING OFFICER PAUL "EDDIE" BOUNDS AND DECLARING JUNE 3 "EDDIE BOUNDS DAY" p. 3
4. RESOLUTION NO. 2021-17, A Resolution of the City of Neptune Beach Honoring Officer Paul "Eddie" Bounds and Declaring a Namesake Roadway p. 4
- PH* 5. ORDINANCE NO. 2021-12, 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. 5
6. Consideration of Supplemental Agreement No. 1 with Jones Edmonds and Associates for the Preparation of Utility Response Plans p. 15
7. Consideration of Approval of Beaches Town Center 2021-2022 Holiday Lighting Request p. 33
8. ADJOURN

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING
THE ABOVE SPECIAL MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. DEPARTMENTAL SCORE CARD
 - A. Score Card p. 39
4. COMMITTEE REPORTS
 - A. Finance
 - B. Land Use and Parks
 - C. Strategic Planning and Visioning
 - D. Transportation and Public Safety
5. PUBLIC COMMENTS

6. PROPOSED ORDINANCES

- A. PROPOSED ORDINANCE, An Ordinance Creating a New Article VIII, Emergency Management, within Chapter 2, Administration; Providing for Severability; Providing an Effective Date. p. 56

7. CONTRACTS / AGREEMENTS

- A. Local Option Gas Tax Interlocal Agreement p. 68

8. ISSUE DEVELOPMENT / NONE

9. PUBLIC COMMENTS

10. COUNCIL COMMENTS

11. ADJOURN

The meeting will be available online for viewing and posted on the website the next day.

Please register for **Special and Workshop City Council Meeting on Nov 15, 2021 6:00 PM EST** at:

<https://attendee.gotowebinar.com/register/7401101257547895307>



Residents attending public meetings can use the code **PF48** 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."



PROCLAMATION CITY OF NEPTUNE BEACH

WHEREAS, it is fitting to honor Officer Paul “Eddie” Bounds for his 42 years of public service, to the City of Neptune Beach and Beaches Community.

WHEREAS, Officer Bounds dedicated his entire adult life as a police officer protecting the community where he grew up and chose to raise his family.

WHEREAS, During the performance of his duties, Officer Bounds was always courteous, polite and professional when dealing with the public, often being recognized for his kindness and compassion.

WHEREAS, Officer Bounds used his love for sports and unwavering love for Fletcher High School and his community as a gateway to connect, mentor and coach hundreds of children and student athletes.

WHEREAS, Officer Bounds’ untimely death on August 21, 2021, has left a void in the hearts of many, there is comfort knowing that Eddie’s legacy will never die.

WHEREAS, Officer Bounds officially retired on June 3, 2021, from the Neptune Beach Police Department.

NOW, THEREFORE, BE IT RESOLVED, I Mayor Elaine Brown, Vice Mayor Fred Jones, Councilor Kerry Chin, Councilor Lauren Key, and Councilor Josh Messinger do hereby proclaim for hereafter, June 3 be declared as

EDDIE BOUNDS DAY

To recognize Officer Eddie Bounds’ legacy of service to Neptune Beach and express their deepest appreciation for his commitment and dedication to the citizens of Neptune Beach.



Elaine Brown
Mayor



RESOLUTION NO. 2021-17

**A RESOLUTION OF THE CITY OF NEPTUNE BEACH
HONORING OFFICER PAUL “EDDIE” BOUNDS AND
DECLARING A NAMESAKE ROADWAY.**

WHEREAS, it is fitting and proper to posthumously honor a law enforcement officer that served the beaches community for 42 years. An Officer that put his uniform, badge and gun on, day in and day out, to unselfishly protect the community he loved. An Officer that used his love for sports and unwavering love for his community and Fletcher High School as a gateway to connect, mentor and coach hundreds of children and student athletes. A Police Officer who was known and respected for performing his law enforcement duties with honor, integrity and compassion. We, the Mayor and Council, therefore, do unanimously resolve that:

- Officer Eddie Bounds devoted his entire adult life to serve Neptune Beach and the beaches community as a law enforcement officer.
- Officer Eddie Bounds, through his love for sports positively impacted the lives of hundreds of children and student athletes as a coach, mentor and friend.
- Officer Eddie Bounds devoted hundreds of off-duty hours to assist in coaching the Fletcher High School football and baseball teams.
- Officer Bound’s untimely death, “End of Watch” on August 21st, 2021 has left a void in the hearts of his family and all those who knew him.
- Officer Bounds, though physically absent, has left behind a legacy that shall live forever.

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 Officer Paul “Eddie Bounds for his exceptional service as a police officer and for the love he showed his community, his love for Fletcher High School and all the students and athletes whom walk those grounds.

SECTION 2. Be it further resolved, that the Mayor and City Council do hereby memorialize and dedicate Seagate Avenue from A1A to Penman Road as “Officer Paul Eddie Bounds-Legacy Lane”.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the City Council Meeting held on _____.

Elaine Brown, Mayor



**Special Meeting Agenda Item #5
Ord. No. 2021-21, FY 22 Budget
Amendments
Second Read**

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

| | |
|------------------------|---|
| AGENDA ITEM: | Special Meeting, Agenda Item # 5, Ord. No. 2021-12, Second Read |
| SUBMITTED BY: | City Manager Stefen Wynn |
| DATE: | November 10, 2021 |
| BACKGROUND: | <p>Budget Amendments must be done by ordinance. Ordinance No. 2021-12 amends FY22 adopted on September 27, 2021.</p> <p>Ordinance No. 2021-12 was unanimously passed at First Read on November 1, 2021.</p> |
| BUDGET: | Please see attached documentation |
| RECOMMENDATION: | Consider adoption of Ordinance No. 2021-12 |
| ATTACHMENT: | Ordinance No. 2021-12 Budget Documents |

INTRODUCED BY:
MAYOR BROWN



ORDINANCE NO. 2021-12

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: | | | |
| 001-0000-332-10-00 <i>America Rescue Plan Act</i> | - | \$ 1,817,848 | \$ 1,817,848 |
| 001-0000-389-10-00 <i>Appropriated Fund Balances</i> | - | \$ 20,000 | \$ 20,000 |
| Total | - | \$ 1,837,848 | \$ 1,837,848 |
| <u>EXPENDITURES:</u> | | | |
| Added Expenditures: | | | |
| 301-1772-572-60-65 <i>Jarboe Park</i> <i>Construction in Progress</i> | - | \$ 20,000 | \$ 20,000 |
| 001-1115-515-30-48 <i>Community Development</i> <i>Promotional & Advertising</i> | - | \$ 2,500 | \$ 2,500 |
| 001-1119-519-30-46 <i>Non-Departmental</i> <i>Repair & Maintenance</i> | \$ 40,000 | \$ 100,000 | \$ 140,000 |
| Total | - | \$ 122,500 | \$ 162,500 |

| <u>STORMWATER FUND</u> | <u>Original Budget</u> | <u>Amendment</u> | <u>Amended Budget FY 2022</u> |
|---|-------------------------------|-------------------------|--------------------------------------|
| Revenue Additions: | | | |
| 441-0000-369-90-00 <i>Stormwater - Other Miscellaneous Revenue</i> | - | \$ 317,848 | \$ 317,848 |
| Total | - | \$ 317,848 | \$ 317,848 |
| <u>EXPENDITURES:</u> | | | |
| Added Expenditures: | | | |
| 441-1441-541-30-31 <i>Stormwater – Professional Services (Design L, Q, C)</i> | \$ 480,000 | \$ 200,000 | \$ 680,000 |
| 441-1441-541-30-46 <i>Stormwater – Repair & Maintenance (L, Q, C)</i> | \$ 131,500 | \$ 117,848 | \$ 249,348 |
| Total | \$ 611,500 | \$ 317,848 | \$ 929,348 |
| <u>WATER & SEWER FUND</u> | | | |
| Revenue Additions: | | | |
| 401-0000-369-90-00 <i>Water & Sewer – Other Miscellaneous Revenue</i> | - | \$ 1,400,000 | \$ 1,400,000 |
| Total | | \$ 1,400,000 | \$ 1,400,000 |
| Added Expenditures: | | | |
| 401-4335-535-30-46 <i>Sewer Services – Repair & Maintenance</i> | \$ 131,500 | \$ 1,150,000 | \$ 1,281,500 |
| 401-4336-536-60-63 <i>Water Services – Improvements – Not Buildings</i> | \$ 550,000 | \$ 250,000 | \$ 800,000 |
| Total | \$ 631,500 | \$ 1,400,000 | \$ 2,081,500 |

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 | YES |
| Councilor Josh Messinger | YES |
| Councilor Kerry Chin | YES |
| Councilor Lauren Key | YES |

Passed on First Reading on this 1st day of November, 2021.

VOTE RESULTS OF SECOND AND FINAL READING:

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

Passed on Second and Final Reading on this 15th day of November, 2021.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved as to form and correctness:

Zachary Roth
City Attorney



BUDGET AMENDMENT REQUEST

DATE: _____

Name of Requestor: _____

Budget Amendment/Transfer Number: _____

| Account Number | Project Number | Budget Amendment/Transfer | Description | Amount Increase/ (Decrease) | Current Budget | Revised Budget |
|----------------|----------------|---------------------------|-------------|-----------------------------|----------------|----------------|
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REVIEW PROCESS:

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|-------------------------|--|
| Department Head | |
| Chief Financial Officer | |
| City Manager | |

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|-----------------------------------|
| Date of Council Meeting Approval: |
|-----------------------------------|

Mayor Elaine Brown



CITY OF

**Neptune
Beach**

BUDGET AMENDMENT REQUEST


DATE: 10/26/2021

Name of Requestor: Stefen Wynn

Budget Amendment/Transfer Number: 2022-02-01

| Account Number | Project Number | Budget Amendment/Transfer | Description | Amount Increase/ (Decrease) | Current Budget | Revised Budget |
|--------------------|----------------|---------------------------|--|-----------------------------|----------------|----------------|
| 301-1772-572-60-65 | Exp. | Budget Amendment | Jarboe Park - 'Construction in Progress' | \$20,000 | -\$0- | \$20,000 |
| 001-0000-389-10-00 | Rev. | Budget Amendment | Appropriated Fund Balance | \$20,000 | -\$0- | \$20,000 |
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REVIEW PROCESS:

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|-------------------------|--|
| Department Head | |
| Chief Financial Officer | |
| City Manager |  <p>Digitally signed by Stefen Wynn Date: 2021.10.27 14:38:57 -04'00'</p> |

Date of Council Meeting Approval:

Mayor Elaine Brown



BUDGET AMENDMENT REQUEST

Budget Amendment/Transfer Number: 2022-02-01

Explanation:

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

During FY-2021, the City of Neptune Beach received a donation to the park construction in the amount of \$20,000 from discretionary funds of the Eckstein Foundation. The total amount of the donation was \$50,000 to go towards three different projects happening within the City. \$20,000 was sent to 'Jarboe Park Donations' 200-0000-369-30-00; \$20,000 was sent to 'General Fund Donations' and specifically for the Police Department 001-0000-368-00-00; and \$10,000 was sent to CDBG (Senior Center) 'Donations' 103-0000-383-00-00. During the October 4th Council Meeting, direction was given to approve construction of (2) additional sunshades and an additional ADA swing seat. The total amount of those purchases is \$13,460.62.

Where are funds available ?

At the end of each fiscal year, balances are rolled forward into the fund balance account. The common colloquial for the fund balance is known as 'reserves.' The fund balance account that will be used to cover the expenses in Jarboe Park specific to the sunshades and new ADA swing is: 001-0000-271-00-00. The Fund Balance (Reserve) will be reduced by \$20,000 and the Construction in Progress Account 301-1772-572-60-65 will be increased \$20,000.



CITY OF

**Neptune
Beach**

BUDGET AMENDMENT REQUEST


DATE: 10/27/2021

Name of Requestor: Stefen Wynn

Budget Amendment/Transfer Number: 2022-04-01

| Account Number | Project Number | Budget Amendment/Transfer | Description | Amount Increase/ (Decrease) | Current Budget | Revised Budget |
|--------------------|----------------|---------------------------|---|-----------------------------|----------------|----------------|
| 001-0000-332-10-00 | Rev. | Budget Amendment | General Fund - America Rescue Plan Act (ARPA) | \$1,817,848 | -\$0- | \$1,817,848 |
| 401-4335-535-30-46 | Exp. | Budget Amendment | Sewer Services - Repair & Maintenance | \$1,150,000 | \$131,500 | \$1,281,500 |
| 401-4336-536-60-63 | Exp. | Budget Amendment | Water Services - Improvements - Not Buildings (Sandblast) | \$250,000 | \$550,000 | \$800,000 |
| 441-1441-541-30-31 | Exp. | Budget Amendment | Stormwater - Professional Services (Design L,Q,C) | \$200,000 | \$480,000 | \$680,000 |
| 441-1441-541-30-46 | Exp. | Budget Amendment | Stormwater - Repair & Maintenance | \$117,848 | \$131,500 | \$249,348 |
| 001-1119-519-30-46 | Exp. | Budget Amendment | General Fund Non-Departmental Repair & Maintenance | \$100,000 | \$40,000 | \$140,000 |
| 401-0000-369-90-00 | Rev. | Transfer | Other Misc. Revenues | \$1,400,000 | -\$0- | \$1,400,000 |
| 441-0000-396-90-00 | Rev. | Transfer | Other Misc. Revenues | \$317,848 | -\$0- | \$317,848 |
| | | | | | | |
| | | | | | | |

REVIEW PROCESS:

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|-------------------------|---|
| Department Head | |
| Chief Financial Officer | |
| City Manager |  Digitally signed by Stefen Wynn Date: 2021.10.27 17:10:50 -04'00' |

Date of Council Meeting Approval:

Mayor Elaine Brown



BUDGET AMENDMENT REQUEST

Budget Amendment/Transfer Number: 2022-04-01

Explanation:

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

The America Rescue Plan Act (ARP) provided local non-entitlement units (local governments) with grant funding to assist with the ongoing effects of the COVID-19 pandemic. These funds have specific requirements on which they can be used, and have specific reporting requirements as well. These funds are needed for critical infrastructure repairs within the Public Works facilities and other expenditures as may be allowed by the requirements of the ARP funding from the legislation.

\$1,817,848 Revenue into 001-0000-332-10-00; (\$1,150,000) into 401-4335-535-30-46 for repair and maintenance to the Sanitary Sewer Services; (\$250,000) into 401-4336-536-60-63 for Water Services Improvements not Buildings to sandblast the water tower; (\$200,000) into 441-1441-541-30-31 for Stormwater Professional Services to design repairs and improvements using the Lighter, Quicker, Cheaper method; (\$117,848) into 441-1441-541-30-46 for Stormwater Repairs and Maintenance on design for Lighter, Quicker, Cheaper projects as designed; and (\$100,000) to 001-1119-519-30-46 for Non-Departmental Repair & Maintenance.

Transfer from 001-0000-332-10-00 America Rescue Plan Act to 401-0000-369-90-00 Other Miscellaneous Revenue in the Water & Sewer Fund in the amount of \$1,400,000 to cover expenditures planned for Sewer. Transfer from 001-0000-332-10-00 America Rescue Plan Act to: 441-0000-369-90-00 Stormwater Other Misc. Revenue (New Account), in the amount of \$317,848.

Where are funds available ?

A new account was setup 001-0000-332-10-00 General Fund - America Rescue Plan Act (ARPA), alias ARP Grant to receipt the funding into the City's general ledger. A total of \$1,817,848 is available within the newly created account to be used for any expense allowable under ARPA.

001-0000-332-10-00 General Fund - America Rescue Plan Act (ARPA) is a new account.



**Special Meeting #6
Supplemental Agreement # 1
Jones Edmonds**

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

| | |
|------------------------|--|
| AGENDA ITEM: | |
| SUBMITTED BY: | |
| DATE: | |
| BACKGROUND: | |
| BUDGET: | |
| RECOMMENDATION: | |
| ATTACHMENT: | Professional Services Agreement - General Engineering Services |

Supplemental Agreement No. 1

**Supplemental Agreement No. 1 to the General Engineering Continuing Contract
CONB RFQ No. 2021-04 for the preparation of Utility Emergency Response Plans.**

| | | | |
|-------------|---|--------|--------------------------|
| Consultant: | Jones Edmunds & Associates, Inc. Brian Icerman, PE, ENV SP 730 NE Waldo Road Gainesville, FL 32641 | Owner: | City of Neptune Beach |
| Date: | November 8, 2021 | | |

| Item | Description of Services | |
|--|---|----------|
| | Provide consulting services as identified in the attached Consultant's scope of services and fee proposal dated November 8, 2021. | |
| Task #1 | Kickoff Meeting and Document Review | \$6,548 |
| Task #2 | Staff Interviews, Action Checklists, and Workshop | \$8,688 |
| Task #3 | Draft ERP and Review Workshop | \$11,798 |
| Task #4 | Final ERP | \$4,930 |
| Task #5 | Owner's Allowance | \$10,000 |
| Total Price Not-to-Exceed per one-month period | | \$41,964 |

The Consultant shall complete tasks diligently and as soon as practical to avoid any delays in submitting the ERP certification to the EPA no later than December 18, 2021. The Consultant shall also complete all work shall by January 31, 2022. Tasks# 1 through 4 shall be lump-sum totaling \$31,964, and Task #5 shall be billed on a time-and-materials basis only after prior written approval by the City's requests for services up to a not-to-exceed amount of \$10,000. This document, along with Consultant's scope of services and fee proposal dated November 8, 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:
Jones Edmunds & Associates, Inc.
Stanley F. Ferreira, JR., PE

Date: _____

Accepted by: _____

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

Date: _____

PREPARED FOR: City of Neptune Beach
DATE: November 8, 2021
SUBJECT: Supplemental Agreement No. 1 for Utility Emergency Response Plans

1 BACKGROUND

America's Water Infrastructure Act of 2018 (AWIA) requires that all community water systems serving populations greater than 3,300 persons shall assess the risks to, and resilience of, its system (referred to hereinafter as the Risk and Resilience Assessment or "RRA"). The detailed RRA culminates with an Implementation Plan for capital and operational needs for risk and resilience management of the system. Due to the Utility's population served size, the assessment had to be certified to the Administrator of the Environmental Protection Agency (EPA) by June 30, 2021.

Within six months of completion of the RRA, America's Water Infrastructure Act of 2018 also requires a letter of certification to EPA that the Emergency Response Plan (ERP) for the utility has been updated. Neptune Beach's ERP is due December 18, 2021. Both the RRA and the ERP are required to be updated at least every 5 years thereafter. The ERP must contain the following elements:

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including evaluating strategies for alternative water source options, relocation of water intakes, and flood protection; and
- Strategies the Utility can use to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

The ERP can be developed based on existing emergency plans or operational strategies. It is required to include response protocols for any type of emergency or event identified as a threat during the City's RRA. The suggested format for the ERP will be based on industry standards including, the U.S. Environmental Protection Agency (EPA) guidelines, the Federal Emergency Management Agency Comprehensive Preparedness Guide (CPG 101) and on American Water Works Association guidance M19 Emergency Planning for Water and Wastewater Utilities.

The work associated with the RRA was previously completed by Florida Water Rural Association (FWRA). Jones Edmunds has completed 6 recent RRA and ERP projects for Florida utilities in response to the AWIA including three for other small water systems. The CITY has requested a proposal from the Jones Edmunds to complete the update to the CITY's ERP.

We will complete the following tasks to deliver the ERP.

2.1 TASK 1: KICKOFF MEETING AND DOCUMENT REVIEW

Kickoff Meeting: During the kickoff meeting the Jones Edmunds and City staff will establish the goals, expectations and metrics, and project logistics; identify appropriate members for the City's ERP Team; review threats from the risk assessment and mitigation measures which may include development of incident specific response plan; discuss utility background/history in emergencies and emergency exercises; identify documents to fit under the ERP umbrella for ease of use and update; and discuss industry standards for ERP, specific information for the ERP document, and submit a data request list.

Data Collection and Review: Jones Edmunds will review the documents provided by the City to identify data gaps and assist in collecting other local, regional, and state resources to supplement the City's information. This includes the City's related plans and response procedures such as the following documents:

- Existing Emergency Response Plan,
- Emergency planning/response policies and procedures,
- Training and exercise plans,
- Equipment lists,
- Community emergency operations plans,
- Mutual aid agreements, and
- Emergency Communications Plan.

When City specific documents are not available for update, Jones Edmunds will use industry-standards for natural hazards and emergency response plans for drinking water systems and adapt them to the meet the City's needs.

Deliverables: Jones Edmunds will prepare an agenda, meeting materials, and meeting minutes for distribution to the City staff as documentation of proceedings. Electronic copies of the meeting minutes will be provided within two weeks of the meeting completion. A draft table of contents for the ERP document will be submitted for this task.

2.2 TASK 2: STAFF INTERVIEWS, ACTION CHECKLISTS, AND WORKSHOP

To collect the necessary information to complete the ERP, Jones Edmunds will attend one site visit with City staff to review critical assets. Jones Edmunds will conduct staff interviews to develop and update the Utility's Incident Management Team (IMT) and Emergency Action Levels (EALs). Jones Edmunds will then schedule a workshop, and during Workshop 1, Jones Edmunds and the City's ERP Team will designate the incident management team, including identifying people for each role. Jones Edmunds and ERP Team will develop and discuss incident action checklists (IACs) for threats/hazards identified in the RRA process as relevant to the City. These checklists may include actions for mitigation, preparedness, response, and recovery phases of an emergency. Typically, one IAC is developed for each threat identified in the RRA. Up to 10 IACs will be developed based on the threats identified in the City's RRA and interview process.

Deliverables: Jones Edmunds will prepare an agenda, meeting materials, and meeting minutes for distribution to City staff as documentation of the proceeding. Electronic copies of the meeting

minutes will be provided within two weeks of each workshop completion. The IACs will be included in the draft ERP.

2.3 TASK 3: DRAFT ERP AND REVIEW WORKSHOP

Jones Edmunds will develop the draft ERP using guidance from USEPA, AWWA, FEMA, and the National Incident Management System/Incident Command System (NIMS/ICS) and data collected during workshops and interviews. Jones Edmunds will include information from the City's existing emergency response plan(s)/process(es) for the water system. The draft may include the following components:

- Site Specific Information
- Concept of Operations
- Communication
- Core and Incident Specific Response Plans
- Mitigation Strategies
- Training

The Draft ERP will be reviewed during Workshop 2 with the City ERP Team. Jones Edmunds and City staff will discuss the City's comments and address data gaps (if any) to refine the ERP contents, communication protocols, and contact list. Jones Edmunds and City staff will also determine the access rights for each incident-specific response procedure for City's staff. This document can be considered the updated ERP document for EPA certification. The City will submit certification the ERP has been updated by letter, email, or electronic submission to the EPA Administrator. Jones Edmunds to provide letter template and instructions for certification to EPA.

Deliverables: The draft report will be delivered electronically for the City review, an updated ERP document suitable for EPA certification, letter template and instructions for certification to EPA shall be provided not later than December 17, 2021

2.4 TASK 4: FINAL ERP

Jones Edmunds will finalize the ERP document based on comments from City staff. Jones Edmunds will issue an updated ERP to the City and prepare hard copies.

Deliverables: Up to 3 hard copies (available upon request) and an electronic version of the Final ERP will be submitted to the City Project Manager on thumb drive.

2.5 TASK 5: OWNER'S ALLOWANCE

Jones Edmunds will coordinate with City staff to complete additional tasks or work not included in Tasks 1 through 4 at the Owner's request. This allowance facilitates with progressing with any unanticipated work that may be identified and needed to complete the ERPs prior to the deadline on December 18, 2021. These services may include additional site visits, assisting with development of missing or incomplete information, attending public meetings or council member meetings, evaluating additional threats, updating the RRA for new threats, developing more than 10 incident action checklists (IACs) for threats/hazards identified or other related tasks identified during the project.

Deliverables: TBD.

EXCLUSIONS AND CONDITIONS

The following items are exclusions to or conditions of this Scope of Services:

- The City is responsible for coordinating with all City staff and personnel who should be involved in the assessment including non-utility staff (such as from police or fire departments).
- It is assumed that workshops will be held virtually and up to 5 City employees will attend workshops.
- Jones Edmunds will provide up to 2 attendees during the workshops, interviews, and meetings.
- Existing documents that are readily available will be provided by the City in either hard copy or electronic files which can be used in the ERP process. If needed, Jones Edmunds will review sensitive documents in the City’s office.
- If the City’s specific documents are not available for update, the Jones Edmunds will use industry-standard incident action checklists for natural hazards and emergency response plans for drinking water systems.
- The City will provide an updated contact list for incorporation into the updated ERP.
- Jones Edmund’s role is to gather required information, facilitate and document the process, and prepare the ERP documents for the City’s review. All final decisions will be made by the City. As a result, the ERP is not a signed-and-sealed document.

3 SCHEDULE

Jones Edmunds expects to complete this work in two phases. Phase 1 will include Tasks 1 through 3 and be completed by December 17, 2021 to meet the City’s ERP certification deadline. We will complete Phase 2 (Tasks 4 and 5) by January 31, 2022. A detailed Project Schedule with milestone deliverables and proposed meetings and workshops will be discussed with the City at the kickoff meeting. We will commence work upon notice to Notice-to-Proceed.

4 COMPENSATION

In accordance with our professional services agreement dated October 28, 2021. Jones Edmunds proposes to complete the Scope of Services outlined above in Tasks 1 through 4 for a lump-sum fee of \$31,964. Services will be billed monthly on a percent complete basis by Task. Task 5 is an owner’s allowance; work will be completed and billed on a time-and-materials only after prior written approval of the City’s requests of our services up to a not-to-exceed amount of \$10,000. The total not-to-exceed fee for Tasks 1 through 5 is \$41,964. The table below provides the breakdown of the fees by Tasks.

| Tasks | Labor | Expenses | Total |
|---|-----------------|--------------|-----------------|
| Task 1 - Kickoff Meeting and Document Review | \$6,548 | \$0 | \$6,548 |
| Task 2 - Staff Interviews, Action Checklists and Workshop | \$8,438 | \$250 | \$8,688 |
| Task 3 - Draft ERP and Review Workshop | \$11,798 | \$0 | \$11,798 |
| Task 4 - Final ERP and EPA Certification | \$4,780 | \$150 | \$4,930 |
| Task 5 – Owner’s Allowance | \$9,978 | \$22 | \$10,000 |
| Total Lump-Sum and Not-to-Exceed Fees | \$41,542 | \$422 | \$41,964 |



**Professional Services Agreement
Jones Edmonds**

City of Neptune Beach
116 1st Street
Neptune Beach, Florida 32266
Telephone (904) 270-2400

Professional Services Agreement

This "Agreement" (herein so called) entered into on this day of October 28, 2021, by and between the City of Neptune Beach, a municipality and political subdivision of the State of Florida, existing and created under the Laws of Florida, (hereinafter referred to as "City"), and Jones Edmonds & Associates, Inc. (hereinafter referred to as "Consultant") authorized to do business in the State of Florida; whose address is 8657 Baypine Road, Suite 300, Jacksonville, FL 32256 for General Engineering Continuing Contract (GECC) (CONB RFQ No. 2021-04) (hereinafter referred to as the "Project"). This Agreement shall remain in effect until October 31, 2025 unless terminated as provided herein, or extended by mutual agreement in writing (herein referred to as Duration).

RECITALS:

- WHEREAS**, in response to a publicly advertised Request for Qualifications, the Consultant submitted qualifications to the City and was selected by the City as a qualified applicant in the best interest of the City; and
- WHEREAS**, the City and the Consultant have negotiated mutually satisfactory terms for the execution of the Agreement and is incorporated by reference and made part hereof; and
- WHEREAS**, the Consultant hereby certifies it has been granted and possesses valid, current licenses to do business in the State of Florida, issued by the respective State Board(s) responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and
- WHEREAS**, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants' Competitive Negotiation Act ("CCNA"), Section 287.055, Florida Statutes, and
- NOW, THEREFORE**, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the parties hereto agree that, with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties, a legally enforceable contract shall exist between both parties consisting of:

1. SERVICES BY THE CONSULTANT:

- A. **ASSIGNMENT OF WORK:** Work to be performed by the Consultant shall be determined by the City. The Consultant and the City shall mutually negotiate all work. The Consultant shall prepare a detailed scope of services (hereinafter referred to as "Scope"), list of deliverables, schedule, work hour budget and a not to exceed fee budget for the associated work needed to complete the Project for the City's review and approval prior to the Consultant beginning any work. Fees shall be based on the established contract hourly rates, fees and charges (hereinafter referred to as "Rate Schedule"). The mutually agreed to Scope, schedule, fee and Rate Schedule shall be included as attachments to this Agreement.
- B. **COMMENCEMENT OF WORK:** The Consultant shall not commence work on the Project or Supplemental Agreement(s) without prior written Notice to Proceed (hereinafter referred to as "NTP") by the City. Following the issuance of such NTP the Consultant shall be authorized to commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. The Consultant hereby releases the City from any claim for damages or compensation, whether in contract, tort or otherwise, in the event that no NTP is issued pursuant to this Agreement.
- C. **SCHEDULE OF WORK:** All services and duties shall be conducted and performed by the Consultant diligently, completely and in accordance with professional standards of conduct and performance. The Consultant acknowledges the importance of the City's schedules and agrees to put forth its reasonable professional efforts in performing the services under this

Agreement with due diligence to achieve the mutually agreed upon schedules. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all Supplemental Agreement(s) and Scope(s) will be provided, performed and completed in a timely and diligent manner throughout. Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement and its Supplemental Agreement(s) as a result of causes beyond the control of the Consultant, or its subconsultant(s) and/or subcontractor(s), and not due to its fault or neglect, the Consultant shall notify the City in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time performance. Upon receipt of the Consultant's request for an extension of time, the City will begin determination with the Consultant of the length of extension and legitimacy of cause.

- D. **ADDITIONAL SERVICES:** "*Additional Services*" (herein so called) beyond the work identified in the Agreement Scope shall only be authorized to be performed or provided by the Consultant when agreed to in writing in advance by both parties in the form of a Supplemental Agreement. In any case in which the Consultant deems that additional compensation is due for its services or materials which is not expressly covered in the Scope, or not specifically authorized in writing by the City, the Consultant shall notify the City in writing and must receive prior written approval therefrom the City. If the Consultant does not provide its written notice or does not receive the City's written approval prior to performing or providing any Additional Services, the Consultant shall not receive any additional compensation for the same. When requested, by the City, the Consultant shall prepare a detailed Scope, list of deliverables, schedule, work hour budget and a not to exceed fee budget for the associated work needed to complete the Supplemental Agreement for the City's review and approval prior to beginning any work. Fees shall be based on the established contract Rate Schedule.
- E. **QUALITY CONTROL:** The Consultant shall perform Quality Control (hereinafter referred to as "QC") review for all deliverables and supporting work prepared by the Consultant upon which those documents are based. The Consultant shall provide the City with a summary of each QC reviewed document which identifies the document reviewed and the QC review steps that were performed. The Consultant shall keep the original or copy of each QC reviewed document bearing distinguishable markings that identify the QC review steps that were performed by whom and when for the Duration of this Agreement and in accordance with the Retention of Documents section of this Agreement. The Consultant shall provide copies of the QC documents to the City upon request.
- F. **STANDARD OF CARE:** The Consultant shall put forth its reasonable professional efforts to comply with applicable laws, codes, rules and regulations in effect as of the date of the execution of this Agreement and the date of deliverables or submissions. In providing services the Consultant shall perform in a manner which, at a minimum, is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant is responsible for the quality, accuracy, completeness, and coordination of all deliverables and other services the Consultant or its subconsultants, subcontractors, or vendors provide.
- G. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** In providing estimates of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or a contractor's pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's estimate of probable construction cost.
- H. **CERTIFY, CERTIFICATION:** A statement of the Consultant's opinion, based on its own observation of conditions, to the best of the Consultant's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty or guarantee, either express or implied.
- I. **PERMITS AND APPROVALS:** The Consultant shall assist the City in preparing, coordinating, applying and submitting for those permits, approvals and extensions required by law and rule for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms and other supportive information necessary to the appropriate regulatory agencies having jurisdiction over the Consultant's documents and other services normally provided by the Consultant and shall be included in the Scope and Supplemental Agreement(s).
- J. **LICENSES:** The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect, all such licenses as are required to do business in the State of Florida, including but not limited to licenses required by the respective State Board(s) and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement and the Scope and services provided therein.
- K. **RESPONSIBILITY TO CORRECT:** In accordance with the generally accepted standards of the Consultant's profession, the Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and

the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided and/or furnished by Consultant or by any subconsultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement (hereinafter referred to as "*Work Products*"). The Consultant shall, without additional compensation, correct, revise, or have corrected or revised any errors, omissions and other deficiencies in such Work Products resulting from Consultant or any subconsultant(s), vendor(s) or subcontractor(s) engaged by the Consultant.

2. COMPENSATION:

- A. **OVERHEAD AND PROFIT RATES:** Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a Certified Public Accountant. Fees to the Consultant shall be established based on raw hourly salary rates plus a not to exceed overhead and profit rate factor of 2.10 for a combined hourly multiplier of 3.10 for services. Profit rates shall only be applied to direct labor plus overhead. If the City determines that multipliers charged by any Consultant exceeded the rates supported by audit, Consultant shall be required to reimburse such funds to the City within thirty (30) days of written notification. No markup or profit shall be paid on non-labor related job costs, reimbursables, or on services provided by subconsultants, vendors or others. Any work or professional services subcontracted for by the Consultant for which the City has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the City only in the exact amount reasonably incurred by the Consultant. No other such subcontracted services shall be reimbursed.
- B. **COMPLETION:** Payment of the entire fee or lump sum amount is contingent upon Consultant's final completion of the entire Scope as specified in this Agreement. Such final completion of the Scope must be acceptable to and accepted by the City. Such acceptance by the City may not be unreasonably denied. In the event the Consultant does not complete the entire Scope, then the lump sum amount will be pro-rated using the ratio that the amount actually completed, and which is acceptable to and accepted by the City bears to the entire Scope. Unless otherwise set forth in this Agreement the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the Scope and conformance with the provisions of this Agreement.
- C. **INVOICE PROCEDURE:** Invoices shall be submitted by the Consultant monthly on an "as incurred" basis, and shall be made by the City in accordance with the Florida Statute Chapter 218 Local Government Prompt Payment Act (the "Act"). Upon receipt of a proper statement, invoice or draw request the City shall have the number of days provided in the Act in which to make payment. Invoices shall be in a form and containing such documentation as reasonably required by the City. Each such invoice shall include project name, project number, breakdown of charges, description of service(s), work provided and/or performed, supportive documentation, the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the City. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. If the City objects to any portion of an invoice, the City shall so notify the Consultant. The City shall identify specific cause of the disagreement and the amount in dispute and request revision. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provision of this Agreement.
- D. **PROMPT PAYMENT TO SUBCONSULTANTS AND VENDORS:** The Consultant as a condition precedent to progress and final payments to the Consultant, the Consultant shall provide to the City, with its requisition for payment, documentation that sufficiently demonstrates that the Consultant has made proper payments to its subconsultants and vendors from all prior payments that Consultant has received from the City. The Consultant shall not unreasonably withhold payments to subconsultants and vendors if such payments have been made to the Consultant. If the Consultant withholds payment to its subconsultants and vendors, which payment has been made by the City to the Consultant, the Consultant shall return said payment to the City. The Consultant's failure to pay undisputed amounts to the subconsultants and vendors within thirty (30) business days, after the Consultant receives payment from the City, shall be a breach of this Agreement and may result in termination of this Agreement in the discretion of the City.
- E. **PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF CITY:** In the event of termination of this Agreement at the convenience of the City, and not due to the fault of the Consultant, the City shall compensate the Consultant only for: (1) all services performed prior to the effective date of termination, including the overhead and profit allocable to the services performed; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the Consultant's submittal to the City of drawings, plans, data, and other documents therefor.

- F. **PAYMENT WHEN SERVICES ARE SUSPENDED:** In the event the City suspends the Consultant's services of work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for services performed prior to the effective date of suspension, including the overhead and profit allocable to the services performed, and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.
- G. **NON-ENTITLEMENT TO ANTICIPATED FEES:** In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: termination; suspension in whole or in part; and and/or are modified by the subsequent issuance of Supplemental Agreement(s) other than receiving the compensation set forth in Sections 2.E and 2.F above, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.
- H. **TRAVEL:** The City shall not be billed or invoiced for time spent traveling to and from the Consultant's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered, other than as provided for in this Agreement. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the City to reimburse the Consultant for the same, then the City shall reimburse the Consultant only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Consultant has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Consultant for its reasonable expense incurred thereby provided prior approval of the Executive Director of the City, or its designee, is obtained.
- I. **REIMBURSIBLE:** The City shall not be liable to reimburse the Consultant for any courier service, telephone, facsimile, copying expenses or postage charges incurred by the Consultant.

3. PERSONNEL:

- A. **QUALIFIED PERSONNEL:** The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all Scope to be provided pursuant to this Agreement.
 - B. **CONSULTANT'S PROJECT MANAGER:** The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the "*Consultant's Project Manager*" (herein so called). The Consultant's Project Manager shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the Scope to be provided and performed under this Agreement, Scope, and Supplemental Agreement(s) thereto. The Consultant's Project Manager shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement, Scope, and Supplemental Agreement(s) unless substitute arrangements have been furnished in advance to the City by the Consultant in writing. The Consultant agrees that the Consultant's Project Manager shall devote whatever time is required to satisfactorily direct, supervise and manage the Scope and services provided and performed by the Consultant throughout the entire period this Agreement is in effect.
- 4. RETENTION OF DOCUMENTS:** The Consultant agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than five (5) years, in a reasonably accessible manner consistent with the Consultant's internal document retention policy.
- A. **REASONABLY ACCESSIBLE:** In order to be considered reasonably accessible, such documents must not be deleted or totally destroyed such that they cannot be reproduced or only be restored at a significant cost.
 - B. **DOCUMENT RETENTION POLICY:** A written policy by which each employee, subcontractor, and subconsultant and its subcontractors or subconsultants of any tier, follows the same protocol to retain all required documents related to a project in a consistent, organized manner sufficient to allow efficient retrieval of same.
- 5. PUBLIC FUNDS:** The City's performance of this Agreement shall be contingent upon and subject to the existence of lawfully appropriated public funds for each fiscal year (i.e., October 1 through and including the next following September 30) of the City.
- 6. EXTENT OF AGREEMENT:** This Agreement, together with the Request for Qualifications ("RFQ"), Addendums, Consultant's response submittal to the RFQ, all attachments and forms, IRS Form W-9, Consultant's Rates for the City of Neptune Beach, Certificates of Insurance, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. Any pre-printed provisions of the Consultant's written materials, contract forms, or documents to the contrary notwithstanding, no transportation surcharges shall apply, and no policies of the Consultant available on the Consultant's website or retained in the Consultant's office are

incorporated by reference nor shall be deemed to be part of this Agreement, unless the same is attached this Agreement, and separately signed by the duly authorized signor for the City.

7. **INSURANCE:** The Consultant will be expected to obtain and maintain the following insurance coverage during the term of this Agreement and present a certificate verifying the same:

| <u>Insurance:</u> | <u>Minimum Limits:</u> |
|---|--|
| General Liability | \$1,000,000.00 |
| Each Occurrence | \$1,000,000.00 |
| Damage to rented premises | \$1,000,000.00 |
| Medical Expense (Any one person) | \$10,000.00 |
| Personal and Advertising Injury | \$1,000,000.00 |
| General Aggregate | \$1,000,000.00 |
| Products and Completed Operations Aggregate | \$1,000,000.00 |
| Automobile (hired, non-owned, and owned vehicles) | \$1,000,000.00 |
| Combined single limit | \$1,000,000.00 |
| Workers Compensation | Per Statutory limits in compliance with State and Federal Laws |
| Each Accident | \$1,000,000.00 |
| Disease – Each Employee | \$1,000,000.00 |
| Disease – Policy Limit | \$1,000,000.00 |
| Professional Liability (Error and Omissions) | \$1,000,000.00 |
| Per claim | \$1,000,000.00 |
| Annual Aggregate | \$1,000,000.00 |

The Consultant shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. **Note: The City shall be designated as an Additional Insured on the General Liability policy. The City shall also be listed as a named insurance certificate holder by the successful Consultant prior to beginning work.** (This requirement is excepted for Worker's Compensation Insurance). Such insurance shall be written by an insurer with an A.M. Best Rating of A- or better. The Consultant shall procure and maintain, at its sole expense for the period of design and construction of any project improvements contemplated by the Scope and for a period of no less than three (3) years following substantial completion, insurance of the types and in the minimum amounts stated above. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The City shall retain ownership of all Work Products including electronic files, field data, pictures, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall not be liable for any re-use of such documents for other than the specific purpose intended without the Consultant's written verification or adaptation thereof.
9. **NON-RENEW:** Any pre-printed provisions of the Consultant's written materials, contract forms or documents to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent written agreement of the parties.
10. **STATUS:** Any pre-printed provisions of the Consultant's written materials, contract forms, or documents to the contrary notwithstanding, the City's entry into the contract or agreement with Consultant does not give Consultant any preferential status, "most favored nations" status, nor right of first refusal to any renewal or for any other contract or agreement to provide other goods and/or services to the City.
11. **TERMINATION AND SUSPENSION:** The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished Work Products prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. This Agreement shall be terminated, with twenty-four (24) hour notice to the Consultant in the event that funds become unavailable to the City for any reason whatsoever. This Agreement, or any portion hereof, may be suspended

from time to time for various periods of time or during any of the Consultant's performance of the Scope or Supplemental Agreement(s) proposed hereunder, permanently or temporarily, by action of the City.

12. **INDEPENDENT CONTRACTOR:** Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that it is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all local, state, and federal laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on the Consultant as a result of its status as an independent contractor. Consultant is responsible for providing the office space and administrative support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.
13. **CONFLICT OF INTEREST:** The Consultant represents that to the best of its knowledge and belief it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance. If Consultant, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by the Consultant or such subconsultant under this Agreement, then it will promptly bring such conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) business days if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such subconsultant shall decline the representation upon written notice by the City. If the City determines that there is no such conflict of interest, then the City shall give its written consent to such representation. If Consultant or subconsultant accepts such a representation, without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such subconsultant under this Agreement, then the Consultant or such subconsultant agrees to promptly terminate such representation. Consultant shall require each of such subconsultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the City as provided herein above of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.
14. **CITY'S APPROVAL:** Neither review, approval, or acceptance by the City of services or Work Products furnished by the Consultant, or any subconsultant(s), vendor(s) or subcontractor(s) engaged by the Consultant, shall not in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services or Work Products or any and all of its subconsultant(s), vendor(s) and/or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services or Work Products shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.
15. **CONFIDENTIALITY AND PUBLIC RECORDS COMPLIANCE:** The Consultant agrees, during the term of this Agreement, to comply with Chapter 119.071(3), Florida Statutes, and not to divulge, furnish or make available to any third person, firm or organization, without the City's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the Consultant or any subconsultant(s) or subcontractor(s), pursuant to this Agreement. Subject to the foregoing provisions and law applicable to confidential information, the Consultant will keep and maintain public records required by the City, which is a public agency, in order for the Consultant to perform the services and the work required by the Scope, and upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. The Consultant shall require all of its employees, subconsultant(s) and subcontractor(s) to comply with provisions of this paragraph. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, AT (904) 270-2400, CLERK@NBFL.US, 116 1ST STREET, NEPTUNE BEACH, FLORIDA 32266.
16. **PROPERTY DAMAGE:** The Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or intentional misconduct or negligent acts of the Consultant, or its subconsultants and/or subcontractors. The Consultant's obligation under this subsection does not apply to property damage caused in whole or in part by any other consultant or contractor engaged directly by the City. The City reserves the right, should the Consultant fail to make such repairs

and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant's compensation fund or by the Consultant reimbursing the City directly for all such costs and expenses.

17. **NONDISCRIMINATION AND EQUAL OPORTUNITY:** The Consultant shall comply with all state and federal laws, as currently written or hereafter amended, or other applicable laws prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in or as otherwise permitted by other applicable laws. Consultant's or its subconsultants, subcontractors and/or vendors shall be certified as minority business enterprise as defined in Section 288.703, Florida Statutes, to count towards participation goals or requirements. The failure of the Consultant to adhere to relevant stated requirements shall subject the Consultant to any sanctions which may be imposed upon the City.
18. **PROHIBITION AGAINST CONTINGENT FEES:** The Consultant shall not have employed or retained any company or person, other than an employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than an employee working for the Consultant, any fee, commission percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such a fee, commission, percentage, gift or consideration.
19. **INDEMNIFICATION:** The Consultant shall indemnify and hold harmless the City, and the City's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement. All indemnification provisions contained this Agreement are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. All indemnification provisions of this Agreement, relating to Indemnification shall survive the term of this Agreement, and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is earlier terminated earlier pursuant to the provisions of this Agreement. With respect to any indemnification by the City provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the City's sovereign immunity.
20. **GOVERNING LAW:** The City and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the state of Florida without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the City and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Duval County, Florida.
21. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or relate to the Consultant's performance of the Agreement, the City and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation. The Consultant further agrees to include a similar mediation provision in all agreements with independent subcontractors and subconsultants retained by the Consultant for this Agreement, Scope, or any Supplemental Agreement(s), and to require all independent subcontractors and subconsultants also to include a similar mediation provision in all agreements with its subcontractors, subconsultants, suppliers, vendors and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The City shall not be bound by any provision requiring binding arbitration or binding mediation of disputes. If a dispute arises either party shall follow the following provisions: provide written explanation of the dispute a minimum 30 days' notice to the other party prior to mediation, the mediator shall be a member of the National Academy of Distinguished Neutrals ("NADN"), if an impasse is reached there shall be a sixty (60) day cooling off period required, a minimum 30 days written notice shall be provided to the other party prior to filing suit in any court after the cooling off period.
22. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant. The Consultant's services under this Agreement are being performed solely for the City's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The City and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Agreement, Scope, or Supplemental Agreement(s) to carry out the intent of this provision.
23. **TRUTH IN NEGOTIATION CERTIFICATE:** The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same

extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Consultant agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the Compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement, Scope, or Supplemental Agreement(s).

24. **AMENDMENTS:** This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.
25. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
26. **ATTORNEY'S FEES:** In any action involving the enforcement or interpretation of this Agreement, each party, whether the City or the Consultant, shall be responsible for its own respective attorneys' fees and costs.
27. **WAIVER:** The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.
28. **SURVIVAL OF REMEDIES:** The parties' remedies shall survive the termination of this Agreement.
29. **PROVISIONS SEVERABLE:** In the event any of the provisions of this agreement should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
30. **FINANCIAL CONSEQUENCES:** Should the Consultant fail to comply with any term of this Agreement, the City shall take one or more of the following actions, as appropriate in the circumstances:
 - Temporarily withhold payments pending correction of the deficiency,
 - Disallow all or part of the cost of the activity or action not in compliance,
 - Wholly or partially suspend or terminate this Agreement,
 - Withhold further awards to the Consultant, and/or
 - Take further remedies that may be legally or equitably available.
31. **NOTICES BY CONSULTANT TO CITY:** All notices required or permitted hereunder by the Consultant to the City shall be in writing and shall be served on the City at the following address:

City of Neptune Beach
Attn: Stefen Wynn, City Manager
116 1st Street
Neptune Beach, FL 32266
e-mail: cm@nbfl.us

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City may be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) business day after deposit with the courier service, or (iii) if by e-mail, upon receipt. The above address may be changed by the City's written notice to the Consultant; provided, however, that no notice of a change of address shall be effective until actual receipt of such written notice.

32. NOTICES BY THE CITY TO CONSULTANT: All notices required pursuant or permitted hereunder by the City to the Consultant shall be in writing and shall be served on the Consultant at the following address:

Jones Edmunds & Associates, Inc.

(Consultant's Business Name)
730 NE Waldo Road

(Street Address)
Gainesville, FL 32641

(City, State, Zip)
Brian Icerman, PE, ENV SP

(Attention)
bicerman@jonesedmunds.com

(e-mail)

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant may be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) business day after deposit with the courier service, or (iii) if by e-mail, upon receipt. The above address may be changed by the Consultant's written notice to the City; provided, however, that no notice of a change of address shall be effective until actual receipt of such written notice.


IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

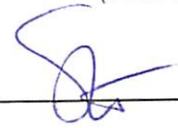
City of Neptune Beach

Jones Edmunds & Associates, Inc.

(Name of Firm)

By: _____
Stefen Wynn
City Manager



By: _____


Print Name: Stanley F. Ferreira, Jr., PE

Title: President & CEO

Date: 10/27/2021

Date: October 27, 2021

Bicerman 10/27/2021

**Rates for the City of Neptune Beach
General Engineering Continuing Contract - CONB RFQ 2021-04**

| Employee (optional) | Classification | Base Rate* 1.000 | Fringe and Overhead** 1.785 | Profit*** 0.113 | Requested Billing Rate 3.100 |
|---------------------|--|---------------------|--------------------------------|--------------------|---------------------------------|
| | Project Officer | \$ 82.26 | \$ 146.86 | \$ 25.89 | \$ 255.00 |
| | Senior Project Manager | \$ 75.68 | \$ 135.11 | \$ 23.82 | \$ 234.60 |
| | Project Manager | \$ 62.06 | \$ 110.80 | \$ 19.53 | \$ 192.40 |
| | Chief Engineer | \$ 77.32 | \$ 138.04 | \$ 24.34 | \$ 239.70 |
| | Senior Engineer | \$ 75.68 | \$ 135.11 | \$ 23.82 | \$ 234.60 |
| | Senior Scientist | \$ 52.65 | \$ 93.99 | \$ 16.57 | \$ 163.20 |
| | Project Engineer | \$ 62.06 | \$ 110.80 | \$ 19.53 | \$ 192.40 |
| | Project Scientist | \$ 50.32 | \$ 89.84 | \$ 15.84 | \$ 156.00 |
| | Engineer | \$ 44.45 | \$ 79.36 | \$ 13.99 | \$ 137.80 |
| | Engineer Intern | \$ 33.87 | \$ 60.47 | \$ 10.66 | \$ 105.00 |
| | Designer | \$ 39.48 | \$ 70.49 | \$ 12.43 | \$ 122.40 |
| | Senior CADD Designer | \$ 37.84 | \$ 67.55 | \$ 11.91 | \$ 117.30 |
| | CADD Designer | \$ 35.23 | \$ 62.89 | \$ 11.09 | \$ 109.20 |
| | Senior CADD Technician | \$ 29.61 | \$ 52.87 | \$ 9.32 | \$ 91.80 |
| | CADD Technician | \$ 26.84 | \$ 47.92 | \$ 8.45 | \$ 83.20 |
| | Systems Analyst | \$ 57.03 | \$ 101.82 | \$ 17.95 | \$ 176.80 |
| | Senior GIS Analyst | \$ 44.03 | \$ 78.61 | \$ 13.86 | \$ 136.50 |
| | GIS Analyst or Programmer | \$ 34.19 | \$ 61.05 | \$ 10.76 | \$ 106.00 |
| | Senior Database Administrator | \$ 57.03 | \$ 101.82 | \$ 17.95 | \$ 176.80 |
| | Database Administrator | \$ 46.97 | \$ 83.85 | \$ 14.78 | \$ 145.60 |
| | Environmental Data Analyst | \$ 30.19 | \$ 53.90 | \$ 9.50 | \$ 93.60 |
| | Senior Field Technician Environmental | \$ 33.55 | \$ 59.89 | \$ 10.56 | \$ 104.00 |
| | Field Technician Environmental | \$ 28.52 | \$ 50.91 | \$ 8.98 | \$ 88.40 |
| | Senior Construction Administrator | \$ 53.68 | \$ 95.83 | \$ 16.89 | \$ 166.40 |
| | Construction Administrator | \$ 46.97 | \$ 83.85 | \$ 14.78 | \$ 145.60 |
| | Senior Field Representative Construction | \$ 35.23 | \$ 62.89 | \$ 11.09 | \$ 109.20 |
| | Field Representative Construction | \$ 30.19 | \$ 53.90 | \$ 9.50 | \$ 93.60 |
| | Construction Project Coordinator | \$ 25.16 | \$ 44.92 | \$ 7.92 | \$ 78.00 |
| | Senior Administrative Assistant | \$ 31.87 | \$ 56.90 | \$ 10.03 | \$ 98.80 |
| | Administrative Assistant | \$ 25.16 | \$ 44.92 | \$ 7.92 | \$ 78.00 |
| | Senior Technical Editor | \$ 45.29 | \$ 80.86 | \$ 14.25 | \$ 140.40 |

* Base rate is the actual hourly wage rate, exclusive of fringe, overhead and profit.

** Fringe and overhead percentage = 178.53%

*** Profit percentage = 11.3%



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 1, 2021

Joseph Schmid, Department Manager, Technical
JONES, EDMUNDS & ASSOCIATES, INC.
730 NE Waldo Road
Gainesville, Florida 32641

Dear Mr. Schmid:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022 for contracting purposes.

Approved Rates

| Home/ Branch Overhead | Facilities Capital Cost of Money | Premium Overtime | Reimburse Actual Expenses | Home Direct Expense |
|-----------------------------|--|---------------------|---------------------------------|---------------------------|
| 178.53% | 0.143% | Reimbursed | No | 7.99% |

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243 | CONTACT NAME: Brian R Hadar PHONE (A/C, No, Ext): (214) 323-4602 E-MAIL ADDRESS: certificatedallas@risk-strategies.com FAX (A/C, No): (214) 503-8899 |
| | INSURER(S) AFFORDING COVERAGE |
| INSURED Jones Edmunds & Associates, Inc., 730 N.E. Waldo Road Gainesville FL 32641 | INSURER A: Phoenix Insurance Company INSURER B: Travelers Indemnity Co of America INSURER C: Travelers Property Casualty Co of Amer INSURER D: XL Specialty Insurance Company INSURER E: Travelers Indemnity Company INSURER F: |
| | NAIC # 25623 25666 25674 37885 25658 |

COVERAGES

CERTIFICATE NUMBER: 64640023

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 6808N190672 | 6/30/2021 | 6/30/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | BA8R804284 | 6/30/2021 | 6/30/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CUP8N201316 | 6/30/2021 | 6/30/2022 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | <input checked="" type="checkbox"/> | UB8N190948 | 6/30/2021 | 6/30/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liability | | <input checked="" type="checkbox"/> | DPR9980126 | 6/30/2021 | 6/30/2022 | Per Claim \$ 5,000,000 Annual Aggregate \$ 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. City of Neptune Beach is named additional insured on the general, auto, and umbrella liability coverage as required by written contract. A waiver of subrogation is shown in favor of the additional insured on all policies as required by written contract. RE: RFQ 2021-04 / General Engineering Continuing Contract (GECC)

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City of Neptune Beach Attn: City Clerk 116 1st Street Neptune Beach FL 32266 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brian Hadar <i>Brian R. Hadar</i> |
|---|--|

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**Special Meeting Agenda Item #7
BTC Holiday Lighting**

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

| | |
|------------------------|---|
| AGENDA ITEM: | Special Meeting #7 |
| SUBMITTED BY: | Stefen Wynn |
| DATE: | 11/9/2021 |
| BACKGROUND: | The BTCA was unable to hold a fundraiser for Holiday/Christmas Lighting due to the residual effects of COVID-19. This is the second year that the BTCA requests funding to install Christmas lighting on the palm trees within the BTC. The request is for a 1/3 split between CONB, COAB and the BTCA. |
| BUDGET: | \$10,200 1/3 split between CONB, COAB and BTCA. |
| RECOMMENDATION: | Staff recommends approval of the request as a Budget Transfer can be made to cover the cost out of 001-1119-519-90-60 |
| ATTACHMENT: | Budget Transfer Form 2022-05 Beaches Town Center Christmas Lighting Budget Transfer; BTCA 2021 Holiday Lighting Request |



Beaches Town Center 2021-2022 Holiday lighting request

November 15th, 2021

| | |
|--|-------------|
| Installation of Lights on 281 Palms @ \$100 Each | \$28,100.00 |
| Installation of decorations | \$ 1,500.00 |
| Christmas tree | \$ 1,000.00 |

Total \$30,600.00

Requesting 1/3rd Cost Share

Requesting invoice to invoice at initial lighting of Town Center, 11/26/21

| | |
|----------------------------|----------|
| Beaches Town Center Agency | \$10,200 |
| City of Atlantic Beach | \$10,200 |
| City of Neptune Beach | \$10,200 |

Installation, Maintenance, and breakdown to be performed by Jesse Gabisch of Radiant Joy Lighting.

Tentative 2021 Schedule:

Project Starts Monday 11/8/21.

Lights to be turned on the day after Thanksgiving, evening of 11/26/21.

Lights will be turned off January 1st 2022

Lights will start being taken down one week after New Years 1/7/2022



CITY OF

**Neptune
Beach**

BUDGET AMENDMENT REQUEST


DATE: 11/9/2021

Name of Requestor: Stefen Wynn

Budget Amendment/Transfer Number: 2022-05

| Account Number | Project Number | Budget Amendment/Transfer | Description | Amount Increase/ (Decrease) | Current Budget | Revised Budget |
|--------------------|----------------|---------------------------|----------------------|-----------------------------|----------------|----------------|
| 001-1119-519-30-46 | | Budget Transfer | Repair & Maintenance | (\$10,200) | \$140,000 | \$129,800 |
| 001-1119-519-90-60 | | Budget Transfer | Holiday Expenses | \$10,200 | \$12,600 | \$22,800 |
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REVIEW PROCESS:

| | |
|-------------------------|---|
| Department Head | |
| Chief Financial Officer | |
| City Manager |  <small>Digitally signed by Stefen Wynn Date: 2021.11.09 16:28:35 -05'00'</small> |

Date of Council Meeting Approval:

Mayor Elaine Brown



BUDGET AMENDMENT REQUEST

Budget Amendment/Transfer Number: 2022-05

Explanation:

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

The funds are needed to cover a 1/3 cost share of Christmas Lights within the Beaches Town Center Area. Usually, the BTCA holds a fundraiser that covers the cost of putting up the lights. Due to the residual effects of COVID-19, the fundraiser was unable to happen again in 2021. The BTCA requests funding to cover the cost of lighting the BTC during the holidays. The City plans to put \$100,000 of ARPA funding into 001-1119-519-30-46, Repair and Maintenance to cover the cost of any overages for the roof and stucco repair at City Hall. Upon approval of Budget Amendment 2022-04-01 through Ordinance 2021-12, the fund will be \$140,000, leaving enough for the repairs to the City Hall roof and stucco and allowing for a \$10,200 transfer into the Non-Departmental Holiday line item to cover the request of the BTCA.

Where are funds available ?

Funds are available in the Non-Departmental Repair & Maintenance line item. This will not result in a budget amendment since it is a transfer between line items within the same fund. §2-363 of the City's Code authorizes the City Manager to transfer budgeted amounts between accounts within a department at any time during the year, provided that such a transfer does not exceed the total appropriation for the fund. After Budget Amendment 2022-04-01 is approved through Ordinance 2021-12, this transfer will meet the code.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| | |
|--|---|
| PRODUCER Verify Insurance Services, Inc. DBA Thimble Insurance Services 174 West 4th Street, Suite 204 New York, NY 10014 https://support.thimble.com/ | CONTACT NAME: THIMBLE https://support.thimble.com/ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: support@thimble.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: National Specialty Insurance Company 22608 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: https://www.thimble.com/check-policy-status/ |
|--|---|

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|---|-----------|----------|---------------|---------------------------|---|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | N | N | IBL-P3NG94HGM | 11/09/2021 8:56 AM EST | 12/09/2021 11:59 PM EST* See note on expiration date below. | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Damage to Property Under Your Control \$ 5,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____ | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) *Please note that the insured has purchased a monthly policy that will automatically extend upon expiration of the policy if the insured pays the appropriate premium. At that time, you will receive a new Certificate of Liability Insurance, evidencing such extension. | | | | | | | |

(con't on form Acord 101)

| | |
|--|---|
| CERTIFICATE HOLDER Jesse Gabisch | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"> </div> |
|--|---|



ADDITIONAL REMARKS SCHEDULE

| | | |
|---|---------------------------|---|
| AGENCY Verify Insurance Services, Inc. DBA Thimble Insurance Services | | NAMED INSURED Jesse Gabisch |
| POLICY NUMBER IBL-P3NG94HGM | | Radiantjoylighting@gmail.com 32082 |
| CARRIER National Specialty Insurance Company | NAIC CODE 22608 | EFFECTIVE DATE: 11/09/2021 8:56 AM EST |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: Acord 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations (con't)

Episodic Coverage (THSN CG 02 03 02 21) for policy number IBL-P3NG94HGM until 12/09/2022 11:59 PM EST

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 11/10/2021)**

Departmental Score Card

| ISSUE | STATUS | ESTIMATED COST | INITIAL PROJECT DATE | CURRENT STATUS DATE | DATE COMPLETED |
|---|---|----------------|----------------------|--|----------------------|
| CITY MANAGER'S OFFICE | | | | | |
| Special Event Policy Update | Working on Framework | N/A | 2/15/2021 | 12/31/2021 | In progress |
| Comprehensive Emergency Management Plan Review | The MCEMP went through an exhaustive update last year.5/25/2021 Emergency Management Meeting with Staff; NBPD updating. | N/A | 3/10/2021 | 1/30/2022 | In Progress |
| Various Personnel Policy Updates | Draft back from consultants and with department heads for review and revision due 11/23/2021. | N/A | 3/5/2021 | 1/30/2022 | In progress |
| FOP Contract Negotiations | | | 7/1/2021 | TBD | |
| CFO Search | Begins 8/12/2021--estimated completion 9/30/2021 | | 8/11/2021 | 12/30/2021 | |
| Budget Planning | First hearing on 9/8/2021, second hearing on 9/20/2021 | | 5/20/2021 | 9/27/2021 | Complete |
| Beach Recycling, Container Improvements and Educational Signs at Beach Accesses | | | In progress | | |
| Waste Pro Liquidated Damages | Fines for missed collections totaling \$2,250.00 deducted from August 2021 Waste Pro billing. | N/A | N/A | N/A | On-going |
| FINANCE DEPARTMENT | | | | | |
| FEMA Disaster Relief Request | Preparing documentation to be submitted for Hurricane Dorian. FEMA opened disaster relief portal. | | | | 12/31/2020 |
| Tyler Technologies Financial Software Replacement | Update & Submit City's 1,600 general ledger accounts to conform with Florida Uniform Chart of Accounts to include project codes. | | 11/17/2020 | New Chart of Accounts Rebuilt and reviewed completed. | Postponed until 7/22 |
| Fiscal Year 2020 Audit | Auditor's requested financial data. Preparing requested documentation and sending it to auditors. | | 12/31/2020 | Audit requests provided to new Audit Team. | Completed by MP |
| Fiscal Year 2020 Audit | Compile FY 2020 Basic Financial Statements | | 2/1/2021 | In progress | Completed by MP |
| Fiscal Year 2020 Audit | Complete FY2020 Audit Entries and book FY 2020 Adjusting Entries. | | 2/1/2021 | In progress | Completed by MP |
| Vacancy | Advertise for Cashier 1 Full-time Position. | | 2/15/2021 | Cashier 1 Advertised, Candidates Interviewed, Offer and Acceptance Completed | Completed |
| New Banking Services | Move all city Cash Deposits to new bank. | | 3/1/2021 | In progress | |
| New Banking Services | Go live with Employee Direct Deposits. | | 3/1/2021 | ACH File Upload errors reduced, final test pending new file upload. | |
| New Banking Services | Configure and Test Direct ACH Files with ERP System Support. | | 3/1/2021 | ACH File Upload errors reduced, final test pending new file upload. | |

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| FINANCE DEPARTMENT | | | | | |
| Compile OPEB Data for Actuaries | Open Until Completion of FY20 Audit | | 7/1/2021 | Open | Completed by MP |
| Distribute 2016-2019 Unclaimed Property to State | Completed | | 5/26/2021 | Completed | Completed 6/2021 |
| Advertise RFP for Auditing Services | Open | | TBA | Open | TBD |
| PLANNING AND COMMUNITY DEVELOPMENT | | | | | |
| Building Department Activity (see attached report for October 2021) | In progress | N/A | ongoing | 10/11/2021 | Ongoing |
| Code Enforcement Activity (see attached report for October 2021) | In progress | N/A | ongoing | 10/11/2021 | Ongoing |
| Commercial Fire Inspection Activity | In progress | N/A | ongoing | 11/10/2021 | Ongoing |
| November Community Development Board Meeting | 11/10/2021 | N/A | ongoing | 11/10/2021 | Nov. |
| SE 21-04 1455 Atlantic BLVD | 10/13/2021 | N/A | Nov. | 11/10/2021 | Nov. |
| Phase III: First Draft Land Development Code- Internal | 11/19/2021 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: City Staff Internal Review | 12/3/2021 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: First Draft Land Development Code- Public | 12/16/2021 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: Code Testing | TBD | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: 1st Draft Code Workshop | 1/25/2022 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: Public Presentation | 1/25/2022 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: Open House | 1/25/2022 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: Technical Meetings and Stakeholder Meetings | 1/31/2022 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: Review of Public Comments | 3/4/2022 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: Code Revisions and Final Draft LDC | 4/8/2022 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: Presentation of Final Draft LDC | 4/28/2022 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: Final Document Revisions | 5/13/2022 | N/A | ongoing | 11/10/2021 | TBD |
| Phase III: Public Hearing Presentation | 5/30/2022 | N/A | ongoing | 11/10/2021 | TBD |

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| PLANNING AND COMMUNITY DEVELOPMENT | | | | | |
| CRA: Finding of Necessity Research Data Collection and Analysis | Completed in August | N/A | N/A | Completed | TBD |
| CRA: Networking and Outreach | On hold | N/A | N/A | 11/10/2021 | TBD |
| CRA: Submit Finding of Necessity to DEO and Taxing Authorities | On hold | N/A | N/A | 11/10/2021 | TBD |
| CRA: Board Meeting | On hold | N/A | N/A | 11/10/2021 | TBD |
| CRA: Creation of the CRA Plan and Establishing a CRA Trust Fund | On hold | N/A | N/A | 11/10/2021 | TBD |
| Comprehensive Plan 2nd Reading: Adoption | Completed and Approved on 11/01/2021 | N/A | 2021 | 11/10/2021 | Completed |
| POLICE DEPARTMENT | | | | | |
| DOJ JAG grant #2021-JAGD-1741 and DOJ JAG grant #2021- JAGD | Funds from both DOJ Jag Grants should be available soon. | Fifty-seven thousand dollars | 2020 | Waiting for funds to be available, upon approval of the grant | Equipment upgrades and training equipment will be purchased as needed with approval from the City Manager. |
| School Safety Liaison Program | The School Safety Liaison Program has started back up at Fletcher Senior High, Neptune Beach Elementary and Beaches Chapel K-12. | No cost, officers involved are on duty during this program | February 21st, 2017 | This program will continue through school year 2021-2022. | On going through school year 2021-2022. |
| Covid Pandemic | Although many Covid restrictions have been relaxed now, we will continue monitoring Local, State and Federal Governments. The Police Department will continue to take all precautions necessary to keep all City Employees and the public out of harms way and healthy. | Covid-19 testing is the only cost for the Police Department at this time. | February 2020. | All P.D. employees have been offered the vaccine. | On Going |
| Capital Improvements | One police vehicle, which was approved in the Capital Improvements Budget will be ordered when the manufacturer starts accepting orders. | Funds provided from the Capital Improvements account. | Unknown | The manufacturer is not accepting orders at this time. | Unknown. |
| The Police Department has received a Service Station Dog from K-9s For Warriors. | Service Animals have been proven to relive stress and raise moral within the Law Enforcement Community. | There is no impact to the Department's Budget for the cost of the dog. The Agency will be responsible for food and grooming costs. | Winter, 2020 | The Service Dog (on loan from K-9s For Warriors) has become a welcome member of the agency. | On going |
| Outreach Programs 2021/2022 | I am happy to report that our Outreach Programs are back up and running. We are working on the No Empty Stocking Program, Movies with The Mayor, 90th Anniversary, Christmas in the Park, Lighting of the Christmas Tree in Town Center, First Street Annual Christmas Parade and Santa's Ride Through the City. | Most of the funds needed have already been donated by businesses and private donors. The Special Events will have some impact on the PD overtime budget. | Fall and Winter 2021. | With the Covid-19 restrictions lifted we are now moving forward with our outreach events planned for fall and Winter. | On going. |
| Traffic Enforcement Initiative. | After receiving several complaints of vehicles running the red light at the intersection of Florida Blvd. and Penman Rd. An enforcement plan was put into affect. | No impact to the PD budget. Officers are on duty. | October 1st 2021 | Approximately two hundred citations have been issued to date. Enforcement will continue as needed. | On Going |

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| POLICE DEPARTMENT | | | | | |
| School Zone Crossing Guards and Traffic Control | School Zone Crossing Guards started August 10th. | Crossing Guards are budgeted yearly | August 10th, 2021 | Crossing Guards have been hired for 1515 Florida Blvd, 1500 Forest Av and the intersection of Florida Blvd and Penman Rd. | End of school year 2021/2022. |
| Culvert Replacement Project at Florida Blvd. and 5th Street. | Construction as begun and traffic has been safely rerouted around the project | N/A for the Police Department budget. | November 1st, 2021. | During the project traffic has been rerouted to keep traffic to a minimum through residential areas. | Spring/Summer 2022 |
| PUBLIC SERVICES DEPARTMENT | | | | | |
| WATER PLANT | | | | | |
| Backflows inspected | 35 inspected | N/A | On going | On going | Work performed in October 2021 |
| City lifstations checked/inspected | 403 inspected | N/A | On going | On going | Work performed in October 2021 |
| Fats, Oils, and Grease (FOG) inspections | 26 inspected | N/A | On going | On going | Work performed in October 2021 |
| Sampling events | Monthly bacteria logical twice a month. 10/12-Emailed DEP the response for deficiencies on sanitary survey has been corrected. | N/A | N/A | On going | Work performed in October 2021 |
| Water Tower Project | Met with Bill & general contractor for Tmobile/Sprint to discuss permitting needed for the road closure on Florida Blvd. 5/12/21 Paint tested for lead on tower and soil sampling for Verizon. Verizon submitted final drawings for their permit. 6/24/21- Sent the inspections and specks of the ground storage tanks to Steven Calhoun with SUEZ. 7/20-7/24 Crane was on site to pull antennas off water tower & install temp pole. Verizon installed coax on temp pole. 7/26-7/31 Verizon did control panel prep, installed radios for the antennas going up in August. 8/2-8/6 TMobile/Sprint & Verizon installed antennas on monopole & installed radios in control cabinets. 10/14- Met with Steven Callhoun for road closure for Verizon antenna removal at water tower. 10/30- Verizon removed antennas from water tower & ground equipment. | N/A | 2020 | On going | Work performed in October 2021 |
| City-Wide Water Meter Replacement | 5 Water meters replaced in October 2021 | N/A | N/A | On going | On going |

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| WATER PLANT | | | | | |
| Water Tower Project | Met with Bill & general contractor for Tmobile/Sprint to discuss permitting needed for the road closure on Florida Blvd. 5/12/21 Paint tested for lead on tower and soil sampling for Verizon. Verizon submitted final drawings for their permit. 6/24/21- Sent the inspections and specks of the ground storage tanks to Steven Calhoun with SUEZ. 7/20-7/24 Crane was on site to pull antennas off water tower & install temp pole. Verizon installed coax on temp pole. 7/26-7/31 Verizon did control panel prep, installed radios for the antennas going up in August. 8/2-8/6 TMobile/Sprint & Verizon installed antennas on monopole & installed radios in control cabinets. 10/14- Met with Steven Callhoun for road closure for Verizon antenna removal at water tower. 10/30- Verizon removed antennas from water tower & ground equipment. | N/A | 2020 | On going | Work performed in October 2021 |
| ISO- Insurance Services Office - evaluates communities and areas throughout the US to assure that existing public fire protection is available to individual property owners. | Working on ISO with Fire Marshall Ruley & Battalion Chief Hooten with JSO. 6/14/2021. Water survey for ISO was submitted to Fire Marshall Ruley. | N/A | 04/27/20 | Ongoing | Work performed in July 2021 |
| File Regulatory paperwork | DEP approved the Consumer Confidence Report (CCR), was submitted to Rosemary Marrero (utility supervisor) which was then sent out in the May billing to residents. Requested to be inserted into the City Website. Certificate of delivery was submitted back to DEP & Public notice for SOC's. 6/30/21- Submitted EN50's report to SJRWMD. Chlorine residual report submitted to DEP. | N/A | N/A | Jun-21 | Work performed in August 2021 |

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| WATER PLANT | | | | | |
| Miscellaneous | Called Alex Limbaugh for well # 3 Bay St to repair bad starter in the panel- still waiting on parts. Also transducer breaker @ Water Tower needs to be replaced- waiting on parts. 8/11/21- Buehler installed new AC compressor to Water Plant. 8/17-8/18- Oceanwood Liftstation pump #2 replaced motor. 8/23-8/24- Summer Sands Liftstation was down since 2am- installed new relays, alternators, float balls. 8/24- working on stormwater pump for the sewer plant. 9/13- cleaned out east aerator & pressure washed 9/14- Shane with DEP came out to perform a sanitary survey on water treatment plant & wells. Well #1- chipped and scrapped (prep work) for painting the well. 9/19-9/23- All liftstations surcharged from heavy rains. Monitored Lighty Lane lift station 24/7 due to heavy rains and infiltration. 9/23- worked with Allstate Electric pulling new wire for the new tennis court panel box at Jarboe Park. 10/5- Prepped for painting Bay St well #1, scraping, chipping and priming. 10/6- Pulled bleach injector port and check valve. Cleaned and reinstalled. Met with Luke and Bobby @ Jarboe Park to identify steel pipe and capped it off. | N/A | On going | Ongoing | Work performed in October 2021 |
| Miscellaneous | 10/11- Cleaned and pressure washed out the inside of East aerator- per DEP. 10/15- Called Buehler AC to repair unit freezing inside and outside. Limbaugh Electric was at Bay St Well #3 to install new starter and panel. 10/17- Called Buehler AC back as unit was freezing inside and outside again, and Buehler advised they would need to come back to service coil, which was completed on 10/19. 10/21- Pulled pumps 1 & 2 at Emma liftstation to clean the rags and reinstall. 10/22- Met with Gruhn May & JEA to tv Forest Ave sewer force main. Shut off Oceanwood, Florida Blvd, Bay, 5th, Fletcher, Leeward liftstations to tv the line. 10/24- Oceanwood liftstation bad compressor- called Limbaugh Electric to service/fix. 10/28- Florida Blvd liftstation pump #3 starter tripping, called Limbaugh to fix starter. | N/A | On going | On going | Work performed in October 2021 |
| Water Treatment Plant checks and reads for wells and pumps & chlorine | This is done daily and twice on the weekends | N/A | N/A | Ongoing | Work performed in October 2021 |
| Gallons of water produced | 24,102,000 | N/A | N/A | N/A | Work performed in October 2021 |
| WASTE WATER TREATMENT PLANT | | | | | |
| Replacement of Clarifier #1 Drive/Motor | Received | \$63,456.53 | 01/01/21 | Equipment Received - Scheduling installation after toxicity testing after July 1, 2021. | Done 10/9/21 |
| Operator Status - Brock Askew | Brock has completed Course Work and will be scheduling take FDEP Class B license. | \$102.00 | N/A | N/A | In Process |
| Equipment needs to be Repaired and status tracked | Developed a Plan of Action and Milestones Project Tracking Form | N/A | On going | N/A | Being populated |
| Sludge press building | ordered new pump with controls | \$30,000.00 | 07/21 | On Going | On Going |

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| WASTE WATER TREATMENT PLANT | | | | | |
| Plant equipment | ordered new pumps and controls for scum station | \$50,000.00 | 07/21 | On Going | On Going |
| Intermediate Station | Replacing two motors, not the correct ones | \$4,500.00 | 07/21 | On Going | On Going |
| EFF Station | ordered new in-closer for instrumentation | \$3,500.00 | 07/21 | On Going | On Going |
| Plant probes | Ordered new probes for DO,PH and assembly | \$9,100.00 | 07/21 | On Going | On Going |
| Inplant Reuse | ordered new drives and controls for reuse station | \$18,000.00 | 09/21 | On Going | On Going |
| Plant equipment | #1 clarifier drive went out of service, gear broke | N/A | N/A | N/A | 10/06/2021 Completed |
| Plant equipment | Repaired side glass on hydro | \$1,500.00 | N/A | DONE | 10/8/21 COMPLETED |
| Plant equipment | changed oil on gear drive on clarifier #2 | \$1,500.00 | N/A | DONE | 10/8/21 COMPLETED |
| Plant equipment | changed oil on Compressor pumps #1 and #2 | \$50.00 | N/A | DONE | 10/31/21 COMPLETED |
| Plant equipment | changed oil on inplant reuse pumps #1 and #2 | \$50.00 | N/A | DONE | 10/6/21 COMPLETED |
| Plant equipment | changed filters on all plant blowers | \$2,000.00 | N/A | DONE | 10/7/21 COMPLETED |
| Pant equipment | Need two ph probes for DEP Compliance EFF ASAP | \$1,600.00 | N/A | NEED PA | On going |
| Pant equipment | Grit removal not working and not repairable need new pump and valve | \$10,000.00 | N/A | Gathering Quotes | On going |
| Gallons of in fluent treated | 25.805 MGD Total , .833 AVG MGD , MAX MGD 1.201 | N/A | N/A | N/A | Work performed in October 2021 |
| Water Break Repair | 5 | N/A | N/A | N/A | Work performed in October 2021 |
| Water Service Installation | 3 | N/A | N/A | N/A | Work performed in October 2021 |
| Water Main Installation | 0 | N/A | N/A | N/A | Work performed in October 2021 |
| Fire Hydrant flush | 2 | N/A | N/A | N/A | Work performed in October 2021 |
| Fire Hydrant Repair | 1 | N/A | N/A | N/A | Work performed in October 2021 |
| Fire Hydrant Replacement | 0 | N/A | N/A | N/A | Work performed in October 2021 |
| Sewer Pipe cleaning | 1920' | N/A | N/A | N/A | Work performed in October 2021 |
| Sewer Pipe point repair | 3 | N/A | N/A | N/A | Work performed in October 2021 |
| Sewer Pipe Installation | 18' | N/A | N/A | N/A | Work performed in October 2021 |

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| COLLECTIONS/DISTRIBUTIONS | | | | | |
| Manholes Inspected | 52 | N/A | N/A | N/A | Work performed in October 2021 |
| Manholes Repaired | 5 | N/A | N/A | N/A | Work performed in October 2021 |
| Manholes Replaced | 0 | N/A | N/A | N/A | Work performed in October 2021 |
| Utility Locate Response | 96 | N/A | N/A | N/A | Work performed in October 2021 |
| Miscellaneous | Continued daily cleaning and monitoring manhole at Strickland Rd for clogs and more road deterioration. Helped WWTP with draining and cleaning Clarifier #1. Dug for two more exercise pits at Jarboe park. Cleaned up from sewer spill at Hopkins creek at Forest Ave. Removed dirt berm and all top soil and lime residue. Pressure washed sidewalks and removed water with VACCON. Helped S/W install 45' of 6" drain pipe across Kings Cir. S at Brewhound dog park. Helped S/W set up pump to drain pond at Bay Rd. and Poinciana. Cut in new drain box at Bay and Poinciana. Took Harben to WWTP to clear drains in Clarifier #1. Helped S/W install 68' of 6" drain pipe at Poinciana and Bay Rd. Dug to locate City's 10" Effluent line leaving yard for Gruhn/May locates for sewer influent trunk line repair. Repaired broken sewer main causing sinkhole at 1626-1630 Arrowhead Trail. Helped S/W pull 42" RCP at north entrance of park and replace with 18" ADS pipe, reformed for concrete. Cleared sewer clog at yard late at night on the 22nd, that caused flooding into breakroom, and flooding from floor drain in women's bathroom into break room and into front office room of C/D supervisor and hallway. Worked on cleaning up break room, bathrooms, offices and hallways. Changed out 4 meters | N/A | N/A | COMPLETED | Work performed in October 2021 |
| STORM WATER DEPARTMENT | | | | | |
| Illicit Discharge/Illegal Dumping Investigations (No.): | N/A | N/A | N/A | N/A | N/A |
| Street Sweeping (Miles): | 28.7 | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Pipe Inspections (No.): | N/A | N/A | N/A | N/A | Work perform in October 2021 |
| Pipe Repairs (No.): | 2 | N/A | N/A | N/A | Work perform in October 2021 |
| Pipe Cleaning (LF): | 225 LF | N/A | N/A | N/A | Work perform in October 2021 |
| Catch Basins checked (No.): | 927 | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Catch Basins cleaned (No.): | 404 | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Ditch Inspections (No.): | 22 | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Ditch Maintenance\Mowing (LF): | 3,779 LF | N/A | Ongoing | Ongoing | Work performed in October 2021 |

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| STORM WATER DEPARTMENT | | | | | |
| Pond Inspection (No.): | 3 | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Pond Maintenance (No.): | 3 | N/A | N/A | N/A | Work performed in October 2021 |
| Mow City rights-of-way (No. of Cycles) | 6 | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Repair/ Replace Signage (No.) | 7 | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Collect Refuse from parks, beach, Towncenter (No. of Cycles) | N/A | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| STREETS DEPARTMENT | | | | | |
| Repair Sidewalk (LF) | 2,450 sq ft | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Trees trimmed or removed (No.) | 12 | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Paving (LF) | N/A | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Pothole Repair (No.) | 4 | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Driveway Repairs (No.) | 1 | N/A | Ongoing | Ongoing | Work performed in October 2021 |
| Curb Repairs (LF) | N/A | N/A | N/A | N/A | Work performed in October 2021 |
| Herbicide Application (No.) | 2 | N/A | N/A | N/A | Work performed in October 2021 |
| Weekend Garbage Collection | Weekend garbage collection throughout the city of Towncenter, beach access & dune crossovers | N/A | 4/17/2021 | Ongoing | Work performed in October 2021 |
| Miscellaneous | Picked up trash/yard debris throughout entire city with claw truck. Trimmed limbs and bushes throughout various locations in city for pedestrians and traffic visibility on sidewalks and stop signs. Removed litter from ICW bridges to the Mayport flyover. Removed broken sidewalk at 1800, 1900 & 2000 block of Penman Rd, repoured new sidewalk, laid new sod and watered. Banners changed in Towncenter. Removed graffiti from multiple locations throughout the city. Driveway repair @ 229 Hopkins St. Cedar tree removed at 5th and Pine St. | N/A | N/A | Completed | Work performed in October 2021 |
| Concrete Pours at Jarboe Park | Pouring sidewalks/paths in multiple locations throughout Jarboe Park. | \$61,704.23 | 3/9/2021 | Ongoing | Work performed in October 2021 |

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| SENIOR ACTIVITY CENTER | | | | | |
| ISSUE | STATUS | ESTIMATED COST | INITIAL PROJECT DATE | CURRENT STATUS DATE | DATE COMPLETED |
| CDBG Contract 2021-2022 | FY 2021-2022 APPROVED \$44,895 | Balance forward 2020-2021 \$40,508.42 | 6/1/2021 | Available funds \$85,403.42 | September 30, 2022 |
| Rebuild the Senior Activity Center Fundraiser | Goal set @ \$100K-reached 292% | \$650,000+ | 20-Jun | ON-GOING | YTD \$292+K |
| Phone calls, emails, and social media outreach to senior population, home visits | Well checks and stay in touch | NA | NA | ON-GOING | Ongoing |
| Building porch, parking lot, storm water runoff, landscaping | In design process | \$75,000.00 | 7/1/2021 | in process | 01-12-21 |
| Movies with the Mayor/90th Anniversary Celebration | In Process | \$3,000 | Nov. 2021 | ON-GOING | November 19-20, 2021 |
| Research for quotes on furnishings | on-going | \$90,000 | 7/1/2021 | In progress | Mar-22 |
| Planning, Scheduling, and Conducting Senior Interests | ON HOLD | \$44,895.00 | current | on-going | N/A |
| Neighborhood Meetings with HLM | Scheduled | 0 | 7/1/2021 | On-GOING | November 29, 2021 @ 5:30pm |
| Travel Club-FUNDRAISER | 2022 plans developing- Panama Canal Cruise; Kenya; National Parks; Dubai World's Fair (Feb) | 0 | current | On-GOING | NA |
| Marquis Latimer & Halbeck selected | Engineering/Architecture Landscaping, Parking Lot &, Porch | \$35,000 | 5/5/2021 | in process | Dec-21 |
| Christmas in the Park | Planning in process by NBPD-Cotner | CM set budget | current | Planning | 3-Dec-21 |
| Addition of Pickleball to NBSAC Schedule | Planning in process | 0 | January 1, 2022 | ON-GOING | Open |

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 11/10/2021)**

| ISSUE | STATUS | ESTIMATED COST | INITIAL PROJECT DATE | CURRENT STATUS DATE | DATE COMPLETED |
|---|--|---|----------------------|---------------------|------------------------|
| MOBILITY MANAGEMENT | | | | | |
| MMD to complete the Certified Parking Professional course and exam. | Passed practice exam. Reviewing for full exam. | \$700 | 5/1/2021 | 11/9/2021 | Goal: 05/01/2022 |
| Educational campaign to reach Beaches Town Center businesses. | Most recently met with Jay (Southern Grounds) and Kim (Bali). Continuing outreach through the end of the year. The MMD is attending BTCMA meetings to regularly update and hear from stakeholders. | TBD | 5/1/2021 | 11/9/2021 | Goal: 12/01/2021 |
| 2021 public outreach campaign for parking program. | MMD is building a portfolio of digital and print materials for cohesive public education. Website updates are being completed in stages. | TBD | 5/1/2021 | 11/9/2021 | Goal: 12/31/2021 |
| Courtyard Lot Paid Parking Full Implementation | Courtyard paid parking is fully operational. | \$525 in signs printed. This lot is revenue generating and will recoup these costs as well as additional revenue for the parking program by the end of November 2021. | 6/1/2021 | 11/9/2021 | Completed October 2021 |
| Full set of SOPs completed for Mobility Dept. | First draft completed, edits in progress. | None | 8/1/2021 | 11/9/2021 | Goal: 10/31/2021 |
| Record all parking transactions from FY 21 in Great Plains / Cogsdale. | Citation payment records completed through July 2021, August and September citation payment records in progress. | None | 10/15/2021 | 11/9/2021 | Goal: 11/22/2021 |
| INFORMATION TECHNOLOGY | | | | | |
| Updating the backup infrastructure | In progress | N/A | 10/11/2021 | 10/11/2021 | In Process |
| Microsoft Office 365 Volume Licensing | In progress | N/A | 10/7/2021 | 10/11/2021 | In Process |
| Restoration of missing budget files | In progress | N/A | 10/5/2021 | 10/11/2021 | In progress |
| Creating documents according to the CM and the interim CFO's instructions | In progress | N/A | 10/5/2021 | 10/11/2021 | In progress |

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORE CARD
(REVISED 11/10/2021)**

| ISSUE | STATUS | ESTIMATED COST | INITIAL PROJECT DATE | CURRENT STATUS DATE | DATE COMPLETED |
|--|---|----------------|----------------------|---------------------|----------------|
| INFORMATION TECHNOLOGY | | | | | |
| Tyler Technologies ERP | Working on collecting the required information from all affected departments, having current future state analysis meetings with Tyler and the department heads | | | | In Progress |
| Tyler Technologies Incode Financial Implementation | We've been working on the Tyler Incode 10 test environment | | | | In Progress |
| Sort out Microsoft Office 365 subscriptions | | | | | Done 11/7/21 |
| Sorting out Adobe subscriptions | | | | | Done 11/7/21 |
| Working on the server upgrades project | Phase one negotiating and getting price quotes | N/A | | | In progress |
| Submitted by the City Manager on November 10, 2021 | | | | | |

Building Activity Report

| Building Activity October 1, 2021 to September 30, 2022 | | | | | | |
|---|---------------------|-------------|-----------------------|---------------|----------------------|------------------------|
| Month | # of Permits Issued | Plan Review | Inspections Completed | Cash Receipts | Tree Removal Permits | Valuation of Work Done |
| Oct-21 | 109 | 89 | 124 | \$21,333.09 | 7 | \$1,861,931 |
| Nov-21 | | | | | | |
| Dec-21 | | | | | | |
| Jan-22 | | | | | | |
| Feb-22 | | | | | | |
| Mar-22 | | | | | | |
| Apr-22 | | | | | | |
| May-22 | | | | | | |
| Jun-22 | | | | | | |
| Jul-22 | | | | | | |
| Aug-22 | | | | | | |
| Sep-22 | | | | | | |
| Totals | 109 | 89 | 124 | \$21,333.09 | 7 | \$1,861,931 |

| Building Activity October 1, 2020 to September 30, 2021 | | | | | | |
|---|---------------------|-------------|-----------------------|---------------|----------------------|------------------------|
| Month | # of Permits Issued | Plan Review | Inspections Completed | Cash Receipts | Tree Removal Permits | Valuation of Work Done |
| Oct-20 | 84 | 58 | 151 | \$13,016.40 | 6 | \$2,168,231 |
| Nov-20 | | | | | | |
| Dec-20 | | | | | | |
| Jan-21 | | | | | | |
| Feb-21 | | | | | | |
| Mar-21 | | | | | | |
| Apr-21 | | | | | | |
| May-21 | | | | | | |
| Jun-21 | | | | | | |
| Jul-21 | | | | | | |
| Aug-21 | | | | | | |
| Sep-21 | | | | | | |
| Totals | 84 | 58 | 151 | \$13,016.40 | 6 | \$2,168,231 |
| Difference | 25 | 31 | -27 | \$8,316.69 | 1 | -\$306,300 |

Fire Marshal Report

| Fire Marshal Report - October 2021 | | | | | | |
|--|------|-----------------------|--|--|--------------|--------------------|
| Annual Inspections | | | | | | |
| 10/12/2021 | 1112 | Third St, Suite 2 | Joan Warwick Insurance Agency | | 876 sqft | |
| 10/12/2021 | 1112 | Third St, Suite 3 | Jax Coastal Realty | | 800 sqft | |
| 10/12/2021 | 1112 | Third St Suite 4 | First Coast Payroll Service | | 400 sqft | |
| 10/13/2021 | 1122 | Third St, Suite 2 | Secure One Advanced Detection System | | 400 sqft | No Lic |
| 10/13/2021 | 1122 | Third St, Suite 7 | Think Mathobology | | 400 sqft | No Lic |
| 10/13/2021 | 1122 | Third St, Suite 8 | Bold & Sold Real Estate | | 400 sqft | |
| 10/13/2021 | 1122 | Third St, Suite 6 | Laura Carper P.A. | | 400 sq1ft | |
| 10/20/2021 | 930 | Third St | JB Ritz | | | No Lic |
| 10/20/2021 | 900 | Third St, First Floor | EMM | | | |
| 10/26/2021 | 920 | Third St, Suite B&C | BCM Service | | 1550 sqft | |
| 10/26/2021 | 920 | Third St, Suite A | Edward Jones | | | No Lic |
| 10/26/2021 | 920 | Third St Suite B | Capt. Bob Charters Fishing (Mail Only) | | | |
| 10/26/2021 | 1112 | Third St Suite 9 | WCCM Neptune Beach Center | | 1100 sqft | |
| Total: 13 | | | | | | |
| (NOTE: October 1, we prebilled all existing Business License For Fire Inspection Fees for 21-22 Physical Year. Total billed was \$17,635.00) | | | | | | |
| | | | | | Total | \$17,635.00 |

| Fire Marshal Report - October 2021 | | | | | | |
|------------------------------------|--|--|--|--|--------------|-------------|
| Reinspection's | | | | | | |
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| | | | | | Total | 0.00 |

| Fire Marshal Report - October 2021 | | | | | | |
|------------------------------------|------|-------------------|--------------------------------------|--|--------------|-----------------|
| New Businesses | | | | | | |
| 10/5/2021 | 1122 | Third St, Suite 2 | Secure One Advanced Detection System | | 400 sqft | 50.00 |
| 10/20/2021 | 930 | Third St | JB Ritz | | | 50.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | Total | \$100.00 |

| Fire Marshal Report - October 2021 | | | | | | |
|------------------------------------|---------|-----|-------------|--|--|------|
| Building Plan Review | | | | | | |
| 10/21/2021 | 21-1147 | 401 | McColum Cir | | | 0.05 |
| 10/21/2021 | 21-1138 | 733 | Camella Ter | | | 0.5 |

New Construction Reinspection's

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| |

Fire Marshal Report - October 2021

Floodplain Related

Talked to FEMA twice regarding Annual ISO Flood Plain Evaluation, Corrected EC for FEMA

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Elevation Certificate

2000 Tara Ct Had Survey Company Correct EC for FEMA
1542 Emma Ln Required New E.C. Due to Addition located in Flood Zone

| |
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Site Visit

| | | | | | | |
|------------------|---------|---------|------------------|----------------|-----------------|----------|
| 10/20/2021 | 21-1139 | 117-119 | Oleander St | | | 0.5 |
| 10/19/2021 | 21132 | 1835 | Twelve Oaks Ln E | | | 0.5 |
| 10/11/2021 | 21-984 | 221 | Bowles St | New House | | 3 |
| 10/6/2021 | 21-1084 | 106-108 | Pine St | | | 0.5 |
| 10/4/2021 | 21-1241 | 301-303 | Oleander St | | | 1 |
| 10/1/2021 | 21-984 | 221 | Bowles St | | | 3.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | Total Hr. spent | 9.05 |
| | | | | Total Hr. @ | 40.00 | \$380.00 |
| Universal's rate | | \$78.50 | (9.5 @ 78.45) | 745.75- 380.00 | Savings | \$365.75 |

Fire Marshal Report - October 2021
New Construction Fire Inspection

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
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Fire Marshal Report - October 2021
Fire Plan Review

| | | | | | | |
|------------|---------|--------------------|---------------|-------------------|--------------|-------------------|
| 10/11/2021 | 21-1093 | 1201 Atlantic Blvd | Whataburger | Renovation | | \$361.01 |
| 10/22/2021 | 21-1050 | 218 First Str | sliders | Renovation | | \$342.45 |
| 10/19/2021 | 21-1201 | 1201 Atlantic Blvd | Whataburger | Remodel | | \$100.00 |
| 10/19/2021 | 21-175 | 1487 Atlantic Blvd | New Business | Renovation | | \$47.93 |
| 10/5/2021 | 21-1241 | 1487 | Atlantic Blvd | Resubmittal | | \$0.00 |
| 10/4/2021 | 21-1065 | 1401 | Atlantic Blvd | Foundation Repair | | \$560.25 |
| | | | | | Total | \$1,050.63 |

Fire Marshal Report - October 2021
Development Plan Review

Fire Marshal Report - October 2021



Case Activity Report

10/01/2021 - 10/31/2021

Code Enforcement Report

| Case # | Case Date | Main Status | Description of Violation | Activity Date | Description | Date Completed |
|---------|-----------|-------------|---|---------------|---|----------------|
| 2021204 | 9/17/2021 | Closed | NON PERMITTED FENCE | 10/29/2021 | FENCE HAS BEEN TAKEN DOWN AND FINE PAID | |
| Case # | Case Date | Main Status | Description of Violation | Activity Date | Description | Date Completed |
| 2021189 | 10/6/2021 | Open | BUILDING A SHED WITHOUT PERMIT AND IS LOCATED IN THE SECONDARY FRONT YARD. | 10/28/2021 | received email from owner and plans. will be contact city hall after meeting with contractor | |
| Case # | Case Date | Main Status | Description of Violation | Activity Date | Description | Date Completed |
| 2021189 | 10/6/2021 | Open | BUILDING A SHED WITHOUT PERMIT AND IS LOCATED IN THE SECONDARY FRONT YARD. | 10/21/2021 | emailed the variance application and code sections to property owner | |
| Case # | Case Date | Main Status | Description of Violation | Activity Date | Description | Date Completed |
| 2021204 | 9/17/2021 | Closed | NON PERMITTED FENCE | 10/19/2021 | POSTED AND MAILED NOTICE OF FINE AND HEARING. \$250 PER DAY FROM OCT 1 IS NOW \$2500 | |
| Case # | Case Date | Main Status | Description of Violation | Activity Date | Description | Date Completed |
| 2021189 | 10/6/2021 | Open | BUILDING A SHED WITHOUT PERMIT AND IS LOCATED IN THE SECONDARY FRONT YARD. SHED IS NOW MOVED FARTHER BACK ON THE DRIVEWAY BUT STILL IS IN THE CORNER SIDE YARD. NO PERMIT | 10/18/2021 | RECEIVED MAILED LETTER FROM MS. GUNTER STATING SHED WAS THE SHED SHE ADD ON THE PROPERTY IN 2013 AND THAT SHE SIMPLY PUT IT BACK ON THE PROPERTY IN SEPT. 2021. LETTER ATTACHED | |
| Case # | Case Date | Main Status | Description of Violation | Activity Date | Description | Date Completed |
| 2021202 | 9/15/2021 | Closed | VIOLATION FOOD TRUCK | 10/12/2021 | discussed fine of \$150.00 FOR FOOD CART VIOLATION | 9/30/2021 |
| Case # | Case Date | Main Status | Description of Violation | Activity Date | Description | Date Completed |
| 2021189 | 10/6/2021 | Open | BUILDING A SHED WITHOUT PERMIT AND IS LOCATED IN THE SECONDARY FRONT YARD. | 10/6/2021 | mailed notice of violation to owner certified and regular postage. given 10 day so to permit or remove | |

Total Records: 7

11/9/2021



**Workshop Agenda Item #6A
Proposed Ordinance
Emergency Management**

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

| | |
|------------------------|--|
| AGENDA ITEM: | Workshop Agenda Item # 6A, Proposed Ordinance |
| SUBMITTED BY: | City Manager Stefen Wynn, City Attorney Zachary Roth |
| DATE: | November 10, 2021 |
| BACKGROUND: | <p>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.</p> <p>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.</p> <p>The proposed ordinance furthers the City's performance of municipal functions and municipal services.</p> |
| BUDGET: | N/A |
| RECOMMENDATION: | Consider moving the proposed ordinance regarding Emergency Management to First Read on December 6, 2021 |
| ATTACHMENT: | Proposed Ordinance-Emergency Management |

INTRODUCED BY:



ORDINANCE NO. 2021-___

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, 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 (60) 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) 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) 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.

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

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

(1) General powers. The mayor and city manager 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
Vice Mayor Fred Jones
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Scott Wiley

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 Scott Wiley

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

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:

Zachary Roth, City Attorney



**Workshop Agenda Item #7A
Local Option Gas Tax Interlocal
Agreement**

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

| | |
|------------------------|---|
| AGENDA ITEM: | Workshop Agenda Item # 7A |
| SUBMITTED BY: | City Manager Stefen Wynn |
| DATE: | November 10, 2021 |
| BACKGROUND: | <p>This agreement amends the Initial Agreement in order to restate the formula for the distribution of the previously imposed Six-Cent Local Option Gas Tax and to set forth a formula for the distribution of the Five-Cent Local Option Gas Tax, should any or all of such local option fuel taxes be approved or amended by Council.</p> <p>The agreement needs to be signed prior to January 1, 2022, for these dollars to be realized.</p> |
| BUDGET: | |
| RECOMMENDATION: | Consider the Interlocal Agreement to be forwarded for approval on December 6, 2021 |
| ATTACHMENT: | Interlocal Agreement |

Prepared by and Return to:
John C. Sawyer, Jr., Esquire
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

**AMENDED AND RESTATED INTERLOCAL AGREEMENT REGARDING LOCAL
OPTION GAS TAXES AMONG THE CITY OF JACKSONVILLE, THE CITY OF
ATLANTIC BEACH, THE CITY OF JACKSONVILLE BEACH, THE CITY OF
NEPTUNE BEACH, AND THE TOWN OF BALDIN**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of the _____ day of _____, 2021 by and among the below-listed parties and shall become effective upon filing with the Clerk of the Circuit and County Courts, as herein provided (the “Effective Date”) (collectively, the “Cities” or individually, a “City”).

WITNESSETH:

WHEREAS, in June of 1983 the City previously entered into that certain Interlocal Agreement, as replaced and superseded by that certain Interlocal Agreement dated June 28, 1985 (the “Initial Agreement”), regarding the distribution formula for dividing the proceeds of a six-cent local option gas tax (the “Six-Cent Local Option Gas Tax”) sold in Duval County and taxed under the provisions of Chapter 206, Florida Statutes, as authorized to be imposed by the governing body of Duval County by Section 336.025, Florida Statutes; and

WHEREAS, the Council (“Council”) of the City of Jacksonville (“County”) acting as the governing body of Duval County, Florida, pursuant to Ordinance 2021-223-E, proposes to levy an additional local option gas taxes, also known as local option fuel taxes, pursuant to Section 336.025(1)(b), Florida Statutes, known generally as a 5-Cent Gas Tax (the “5-Cent Local Option Gas Tax”) on every gallon of motor fuel sold in Duval County, exclusive of diesel fuel; and

WHEREAS, Section 336.025(1)(b)(2), Florida Statutes, authorizes the County to enter into interlocal agreements with one or more municipalities located within Duval County, representing a majority of the population of the incorporated area within the county, setting forth a distribution formula for dividing the entire proceeds of the local option fuel taxes among county government and all eligible municipalities within the county; and

WHEREAS, the Cities are desirous of entering into this Agreement with each other and with the County to amend the Initial Agreement in order to restate the formula for the distribution of the previously imposed Six-Cent Local Option Gas Tax and to set forth a formula for the distribution of the Five-Cent Local Option Gas Tax, should any or all of such local option fuel taxes be approved or amended by Council.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Authority.** This Agreement is entered into by County and Cities pursuant to the authority provided by Section 336.025, Florida Statutes, and Section 163.01, Florida Statutes.

3. **Construction of Agreement.** Except as expressly modified herein, the Initial Agreement remains unmodified and in full force and effect.

4. **Extension of Six-Cent Local Option Gas Tax.** County and Cities agree that, in accordance with Ordinance 2021-223-E, the Six-Cent Local Option Gas Tax shall be extended for fuel sales starting on September 1, 2036, and continuing for fuel sales through August 31, 2046, and during said ten-year period shall be allocated as set forth in the Initial Agreement. The foregoing provisions of this Agreement have no effect on the allocation of the Six-Cent Local Option Gas Tax for fuel sales through August 31, 2036.

5. **Imposition of Additional Five-Cent Local Option Gas Tax.** County and the Cities acknowledge and agree that, pursuant to Ordinance 2021-223-E, the City has levied the 5-Cent LOGT authorized pursuant to Section 206.41(1)(e), *Florida Statutes* (for a total of eleven cents (\$0.11) of Local Option Fuel Tax levied pursuant to Section 206.41(1)(e), *Florida Statute*, for fuel sales starting on January 1, 2022, and continuing for fuel sales through December 31, 2051, and during said period those taxes shall be allocated in the same manner as provided for the Six-Cent Local Option Gas Tax as provided for in the Initial Agreement. For purposes of clarity, the 5-Cent Local Option Gas Tax does not apply to sales of diesel fuel.

6. **Uses of Proceeds from Five-Cent Local Option Gas Tax.** Proceeds from the Five-Cent Local Option Gas Tax shall be utilized only for transportation expenditures, as that term is set forth in Section 336.025(1)(b)(3), Florida Statutes and as defined in Section 336.025(7), Florida Statutes.

7. **Severability.** If any part of this Agreement is found by a court of competent Jurisdiction to be unlawful or otherwise unenforceable, such part shall be deemed to be severed from this Agreement and the remaining parts shall continue to have full force and effect.

8. **Section Headings.** All section headings used in this Agreement have been inserted for convenience only. Such section headings shall not be used in the interpretation or construction of the text of this Agreement.

9. **Construction.** The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as “*Fortius Contra Proferentum*” shall not be applied to the interpretation of this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto for their responsibilities with respect to the Event. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by any party, or any representative of any party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

11. **Counterparts.** This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of a counterpart by electronic means shall be valid and enforceable for all purposes.

[Remainder of page is intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the City of Jacksonville, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
Name: James R. McCain, Jr.
Title: Corporation Secretary

By: _____
Name: Lenny Curry
Title: Mayor

Form Approved:

Office of General Counsel

GC-#1424417-v2-Amended_and_Restated_Interlocal_Agreement_-_beach_City_Baldwin_-_local_option_gas_taxes_(LOGT)_2021.doc

IN WITNESS WHEREOF, the City of Atlantic Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF ATLANTIC BEACH

By: _____
Donna L. Bartle, City Clerk
800 Seminole Road
Atlantic Beach, FL 32233

By: _____
Shane Corbin, City Manager
800 Seminole Road
Atlantic Beach, FL 32233

IN WITNESS WHEREOF, the City of Jacksonville Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE BEACH

By: _____
Sheri Gosselin, Acting City Clerk
11 North 3rd Street
Jacksonville Beach, FL 32250

By: _____
Christine Hoffman, Mayor
11 North 3rd Street
Jacksonville Beach, FL 32250

By: _____
Mike Staffopoulos, City Manager
11 North 3rd Street
Jacksonville Beach, Florida 32250

IN WITNESS WHEREOF, the City of Neptune Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF NEPTUNE BEACH

By: _____
Catherine Ponson, City Clerk
116 1st Street
Neptune Beach, FL 32266

By: _____
Stefen Wynn, City Manager
116 1st Street
Neptune Beach, FL 32266

IN WITNESS WHEREOF, the Town of Baldwin, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

TOWN OF BALDWIN

Lula Hill, Town Clerk

By: _____
Sean T. Lynch
Mayor

Form Approved:
