



AGENDA (Amended)
Regular City Council Meeting
Monday, May 1, 2023, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. APPROVAL OF MINUTES
 - A. **April 3, 2023, Regular City Council Meeting**
April 17, 2023, Special City Council Meeting
April 17, 2023, Workshop City Council Meeting
4. COMMENTS FROM THE PUBLIC
5. COMMUNICATION / CORRESPONDENCE / REPORTS

p. 3

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

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

- A. **SE23-01**, Application for Special Exception as outlined in Chapter 27 Article III Division 9 of the Unified Land Development Code of Neptune Beach for First Christian Church of the Beaches for the property known as 2125 First Street (RE# 173695-0000). The request is to build a permanent stage structure on the grassy area east of the Sanctuary between Midway and the ocean. This stage will be used for Sunday Morning outdoor services. p. 16

8. ORDINANCES

- A. **ORDINANCE NO. 2023-02, FIRST READ AND PUBLIC HEARING**, An Ordinance Creating Section 14-12, Chapter 14 (Offenses); Governing Waste from Tree Trimming and Removal; Providing for Severability; Providing an Effective Date. p. 39
- B. **ORDINANCE NO. 2023-03, FIRST READ AND PUBLIC HEARING**, An Ordinance of the City of Neptune Beach, Florida, Creating Sections 18-10 through 18-13, Article II, Smoking, Chapter 18, Streets, Sidewalks and Other Places; Prohibiting Smoking and Vaping in Public Parks and Beaches within the City; Providing for Conflicts; Providing for Severability; and Providing an Effective Date. p. 42
- C. **ORDINANCE NO. 2023-04, FIRST READ AND PUBLIC HEARING**, An Ordinance of the City of Neptune Beach, Florida, Amending and Revising Chapter 27, Unified Land Development Regulations, Revising the Following Articles: Article IV, Land Use; Article V, Accessory Structures and Uses, Providing Severability; Providing for Repeal of Laws in Conflict; and Providing for an Effective Date. p. 50

9. OLD BUSINESS

- A. Neptune Beach Senior Activity Center Update and Discussion p. 58
- B. City Hall Roof Project Update and Discussion p. 78
- C. RESOLUTION NO. 2023-06, A Resolution of the City of Neptune Beach, Florida, Appointing Members to the Police Officers' Retirement Fund Board p. 79
- D. Discussion of Waste Pro Contract p. 83

10. NEW BUSINESS

- A. Consideration of Approval of CFO Placement Fee p. 88
- B. Consideration of Approval of Dancin' in the Street Event - Saturday, May 20, 2023 p. 91
- C. Consideration of Approval of Elevated Water Tower Renovation and Cellular Antenna Retrofit p. 95
- D. Consideration of Wastewater Reclamation Facility Grit Removal System p. 129
- E. Consideration of Continuing Services Contract with Hazen and Sawyer p. 137
- F. Consideration of Approval of Task #1 with Hazen and Sawyer p. 160
- G. Consideration of Approval of Continuing Services Contract with Saltus Engineering, Inc. p. 166
- H. Consideration of Approval of Task #1 with Saltus Engineering, Inc. p. 187
- I. Consideration of Approval of Effluent Pumps Variable Frequency Drives p. 191

11. COUNCIL COMMENTS

12. ADJOURN

Residents attending public meetings can use the code **1LWE** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

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

To use a kiosk: Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.

To use the Flowbird app: Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, APRIL 3, 2023, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, April 3, 2023, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

Mayor Elaine Brown
 Vice Mayor Kerry Chin
 Councilor Lauren Key
 Councilor Nia Livingston
 Councilor Josh Messinger

STAFF:

City Attorney Zachary Roth
 Interim City Manager Richard Pike
 Interim Police Chief Michael Key
 Community Development Director Heather Whitmore
 Senior Center Director Leslie Lyne
 Public Works Director Deryle Calhoun
 Deputy Public Works Director Colin Moore
 Project Manager Jason Lupson
 City Clerk Catherine Ponson

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

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

APPROVAL OF MINUTES

Minutes

Made by Livingston, seconded by Key.

MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

March 6, 2023, Regular City Council Meeting
March 20, 2023, Workshop City Council Meeting
March 23, 2023, Special City Council Meeting

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown
 Noes: 0

MOTION CARRIED

**City Attorney
 Remarks**

Mayor Brown requested the City Attorney give an explanation of the 500 and 572 Atlantic Boulevard developments.

City Attorney Zachary Roth explained that the two properties are not owned by the same entity. He has made no representation about who the owners are as it is irrelevant. The 500 Atlantic project has a development order that permits it to undertake the development provided in that order. Completely separate from that development order is the development agreement that the City has with 572 Atlantic Boulevard. The first amendment is on the

agenda for this meeting. They are entirely separate projects with entirely separate needs. 500 Atlantic needs water and sewer to service the development that has already been approved in accordance with the Code. For that reason, they have reached out to Atlantic Beach to seek to have an extension brought across Atlantic Boulevard to connect water and sewer. That has nothing to do with 572 Atlantic that we are here to talk about with the water tank. The sole exception is that if the first amendment passes, 572 Atlantic would tap into that connection for the sole purpose of fire suppression. Atlantic Beach would not be servicing that property for water or sewer. This is about the quality of life for the residents behind 572 Atlantic and the rest of the residents to get rid of the water tank and put a separate system in place. It just so happens that there is a possibility of saving money on how much that costs because 500 Atlantic would be installing a separate connection that could be connected to. Other than being next to each other, there is no association between the two.

PUBLIC COMMENTS

Public Comments Miriam Cinotti, 1031 Marvone Lane, Neptune Beach, spoke regarding the Senior Center. She added there is so much more that could be done with the money for the porch.

COMMUNICATIONS / CORRESPONDENCE / REPORTS

Police Chief Report Interim Police Chief Michael Key reported that the Cookies with a Cop event on April 1, 2023, was a success. He announced the Easter Bunny Ride through Town would be Saturday, April 8, 2023. He reported that there would be a "Bunny Tracker" which is a live tracker that would let everyone know where the Easter Bunny is throughout the ride. There would be a weblink shared the day of the event. This will also be used for the Santa Ride through Town. He added that Movies with the Mayor is April 28, Opening of the Beaches Parade is April 30, and Dancin' in the Street is May 20. He stated that if anyone received a parking ticket during the meeting due to the free parking Code change, please contact the Police Department.

Interim Police Chief Key also announced that last month the Police Department joined with the Florida Highway Patrol to do an operation called Care, Crash, Awareness and Reduction Effort. In that operation, there were 61 traffic citations issued, 53 warnings and two arrested for driving under the influence.

VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE

OLD BUSINESS / NONE

ORDINANCES

Ord. No. 2023-01, Floor Area Ratio Ordinance No. 2023-01, Second Read and Public Hearing, An Ordinance of the City of Neptune Beach, Florida, Amending and Revising Chapter 27 Unified Land Development Regulations; Article IV, Land Use; Section 27-237, Building Area Requirement (Removing 3,500 And 3,000 Floor Area Ratio Maximum In R-1, R-2, And R-3); And Providing For An Effective Date

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

Community Development Director Heather Whitmore explained that this is the second reading to amend the Land Development Code to remove the 3,500 and 3,000 square maximum floor area ratio for R-1, R-2, and R-3 zoning districts.

Made by Messinger, seconded by Chin.

MOTION: **TO ADOPT ORDINANCE NO. 2023-01, AMENDING AND REVISING CHAPTER 27 UNIFIED LAND DEVELOPMENT REGULATIONS; ARTICLE IV, LAND USE; SECTION 27-237, BUILDING AREA REQUIREMENT (REMOVING 3,500 AND 3,000 FLOOR AREA RATIO MAXIMUM IN R-1, R-2, AND R-3);**

Roll Call Vote:

Ayes: 5 - Livingston, Messinger, Key, Chin, and Brown

Noes: 0

MOTION CARRIED

OLD BUSINESS

Second Public
Hearing – Dev.
Agreement
Amendment

SECOND OF TWO PUBLIC HEARINGS - First Amendment to Development Agreement between the City of Neptune Beach, Florida and Neptune Beach, FL Realty LLC entered into on March 1, 2021.

Mr. Roth advised that after the first public hearing, there were two broad outstanding items that needed looking into. They were the status of the improvements given that his provides for return of the escrow and the status of the discussions with Atlantic Beach about the 500 Atlantic connection and the possibility of connected to that extension when finished.

Mr. Roth reported that aside from the landscaping contemplated in this agreement, the two items not completed, were the installation of the benches and the mural. An invoice has been provided to show the benches have been ordered and should have shipped last week. Evidence was provided that there is a contract with the artist for the mural and is scheduled for two weeks from this date.

Mr. Roth stated that Neptune Beach Public Works Director Derlye Calhoun reached out to Atlantic Beach Engineer Steve Swann regarding the connection. Mr. Swann confirmed they had been in discussion with the 500 Atlantic owner about a tri-party agreement that would ultimately involve Neptune Beach telling them that the City is okay with them servicing it. Atlantic Beach has also undertaken a study to show there is sufficient capacity for that. Atlantic Beach is waiting for Neptune Beach to take action to confirm that we are making an ask to allow 572 Atlantic to connect to them.

Mr. Roth added that Atlantic Beach is moving forward with the 500 Atlantic agreement. That is being negotiated between their attorneys. This amendment to the development agreement would tell Atlantic Beach to move forward in considering the fire suppression connection to 572 Atlantic into that as well.

Vice Mayor Chin commented to reiterate for the public's edification, that this amendment to the development agreement is scoped to 572 Atlantic. 500 Atlantic getting their water and sewer connection is a separate negotiation between the owners of 500 Atlantic and the City of Atlantic Beach. Neptune Beach is here saying we are proposing a connection between 572 Atlantic and that possible future water connection for the purposes of fire suppression for 572 Atlantic.

Made by Livingston, seconded by Messinger.

MOTION: **TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NEPTUNE BEACH AND NEPTUNE BEACH, FL REALTY LLC**

Roll Call Vote:

Ayes: 5-Messinger, Key, Livingston, Chin, and Brown

Noes: 0

MOTION CARRIED

CONB 2023-01,
Senior Center
Exterior Finishes

CONB 2023-01, Neptune Beach Senior Activity Center Porch and Exterior Finishes. Project Manager Jason Lupson reported that the bid opening for the Senior Center was on March 29 2023. Two bids were received. One from E.B. Morris General Contractors for \$690,460.00 and from TSG Construction, LLC for \$463,305.84.

Discussion ensued regarding the funding of the project, including the donations, grants and the Better Jax Half-Cent Sale Tax.

Councilor Key stated that in terms of discussing taxpayer dollars, whether it comes from the half-cent sales tax or another fund, it is a tax dollar. She still goes back to exploring the selling of the trailers and scrapping the project altogether. She does not feel as though the City would be good stewards of our tax dollars if more money was spent on this project. She personally donated to the Senior Center. She advocated for the \$75,000 that was received from the City of Jacksonville (COJ). This project was very important to her. It has gotten out of control and is clear today that there is still no budget. She has no intention of supporting another dollar on the Senior Center.

Councilor Livingston commented that the City is at the point of no return. A lot of money has been spent and more money has to be spent. If we were to keep the Senior Center at Neptune House, money would have to be spent to make that workable. She asked Mr. Lupson what he had found as far as return on the modular buildings.

Mr. Lupson stated everyone he contacted had zero interest, including modular resellers and the company who sold it to the City. He had not consulted with a realtor.

Councilor Livingston expressed that she realizes this is frustrating and she wants to do whatever we can to put the City in a position to where we are not going to be losing more money. She added that it seems like if we were to sell the modulars, what we are looking at right now, we would lose money.

Councilor Messinger remarked that from the very first onset of this project, and Council changed since then, he wanted a good design and plan, and then execute it. We are at the point where there is a good design and plan from a construction standpoint. He does not think there is a good plan from an accounting standpoint. He said it is like going on an expedition to piece it together. He is happy to recommend deferring this conversation until there is an exact, easy to understand breakdown of the accounting. We need to articulate all the pros and cons and then come to a solution. It needs to be precise.

Councilor Livingston requested an inventory of what has been purchased and look at any other expenses after the porch.

Councilor Key expressed that she has a hard time thinking about spending half a million plus dollars on something that is worth nothing. We need better information.

Made by Messinger, seconded by Chin.

AMENDED

MOTION: TO DEFER FOR 30 DAYS FOR STAFF TO DO A COMPARABLE ON THIS, PUT IT OUT ON THE STREET AND GIVE A TRUE FINANCIAL READING THAT FALLS IN LINE WITH THE BIDS BEING ACTIVE. THIS CAN BE DONE AT THE NEXT CITY COUNCIL MEETING OR AS TIME SO PERMITS

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

MOTION CARRIED

Made by Messinger, seconded by Chin.

MOTION: TO DEFER, AS AMENDED, UNTIL A SPECIAL MEETING IS HELD AT THE NEXT WORKSHOP IF AT THAT TIME A DETAILED FINANCIAL ACCOUNTING IS PRESENTED

Roll Call Vote:

Ayes: 5-Livingston, Messinger, Key, Chin, and Brown

Noes: 0

MOTION CARRIED**NEW BUSINESS****Consent Order**

Consent Order - Neptune Beach WWTF - OGC File No. 22-2304, FL0020427. Deputy Public Works Director Derlye Calhoun explained that in September, 2021, there were two overflows totaling 400,000 gallons of wastewater. Since that time there have been a number of improvements. This consent order is a wrap up of that event. In addition to the fine, an overflow response plan is required.

Made by Messinger, seconded by Key.

MOTION: TO APPROVE INTERIM CITY MANAGER TO SIGN FDEP CONSENT ORDER OGC FILE NO. 22-2304

Roll Call Vote

Ayes: 5-Messinger, Key, Livingston, Chin, and Brown

Noes: 0

MOTION CARRIED**Waste Pro Contract**

Waste Pro Contract. Mr. Roth explained that the City's contract with Waste Pro expires on October 31, 2023. There are different options on the next step. One option is to put it out for bid, one is to negotiate with Waste Pro and one is that the contract provides for the possibility of three one-year mutual extensions. Mr. Roth emphasized that the extension is mutual. He advised that by voting at this meeting, it puts it in Waste Pro's court. It is not an automatic right to renew. It provides there is a mutual right to renew based on the same terms of the agreement as they currently exist. Waste Pro provided they would be willing to do a short-term extension but they have not provided the figures for long-term extension. What they have provided is a significant increase. He is confident that the number would go up if this goes out to bid. It is his opinion that Council authorize a request to extend under the same terms of the agreement and await Waste Pro's response. This is the only way to keep costs down.

Vice Mayor Chin stated that he had talked with residents who expressed they would be willing to go to once a week pickup if it keeps the rates from going that high.

Mr. Roth responded that the number of pickups couldn't be changed under the extension but could be discussed either in direct negotiations or in a bid process.

Made by Messinger, seconded by Key.

MOTION: **TO APPROVE NOTIFICATION TO WASTE PRO OF EXTENSION FOR A ONE-YEAR TERM BASED ON EXISTING CONTRACT**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

MOTION CARRIED

COUNCIL COMMENTS

Vice Mayor Chin asked if there had been any possible solutions had been looked at for the carts and electric bikes being reckless in Jarboe Park.

Interim Police Chief Key stated he would get back to Council with statistics for the enforcement efforts that have been taking place in Jarboe Park.

Adjournment

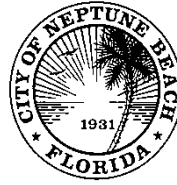
There being no further business, the meeting adjourned at 6:49 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, APRIL 17, 2023, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, April 17, 2023, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

Mayor Elaine Brown
 Vice Mayor Kerry Chin
 Councilor Lauren Key
 Councilor Nia Livingston
 Councilor Josh Messinger

STAFF:

City Attorney Zachary Roth
 Interim City Manager Richard Pike
 Interim Police Chief Michael Key
 Community Development Director Heather Whitmore
 Senior Center Director Leslie Lyne
 Public Works Director Deryle Calhoun
 Deputy Public Works Director Colin Moore
 Project Manager Jason Lupson
 City Clerk Catherine Ponson

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

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

**Confirmation of
 CFO**

Confirmation of CFO. Interim City Manager Richard Pike requested Council confirm Jaime Hernandez as Chief Financial Officer. Mr. Hernandez has been summoned for jury duty and is unable to be at the meeting.

Made by Messinger, seconded by Key.

MOTION:

TO APPROVE JAIME HERNANDEZ AS THE NEW CHIEF FINANCIAL OFFICER

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin and Brown

Noes: 0

MOTION CARRIED

**Res. No. 2023-04,
 Request to Atlantic
 Beach**

Resolution No. 2023-04, A Resolution of the City of Neptune Beach, Florida, Requesting the City of Atlantic Beach to Permit Connection for Fire Suppression Purposes.

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE RESOLUTION NO. 2023-04, REQUESTING THE CITY OF ATLANTIC BEACH TO PERMIT CONNECTION FOR FIRE SUPPRESSION PURPOSES**

Roll Call Vote:

Ayes: 5 – Livingston, Messinger, Key, Chin and Brown

Noes: 0

MOTION CARRIED

Res. No. 2023-05,
Opposing HB 1331
and SB 1380

Resolution No. 2023-05, A Resolution of the City of Neptune Beach, Florida, Opposing House Bill 1331 by Representative Busatta Cabrera and Senate Bill 1380 by Senator Martin Relating to Municipal Utilities

Made by Livingston, seconded by Chin.

MOTION: **TO APPROVE RESOLUTION NO. 2023-05, OPPOSING HOUSE BILL 1331 BY REPRESENTATIVE BUSATTA CABRERA AND SENATE BILL 1380 BY SENATOR MARTIN RELATING TO MUNICIPAL UTILITIES**

Roll Call Vote:

Ayes: 5-Messinger, Key, Livingston, Chin and Brown

Noes: 0

MOTION CARRIED

Res. No. 2023-06,
FDOT Agreement

Resolution No. 2023-06, A Resolution Authorizing the Interim City Manager to Execute and Deliver the Atlantic Boulevard Maintenance Agreement to the Florida Department of Transportation

Councilor Messinger commented that the “Welcome to Neptune Beach” sign that falls within this jurisdiction is getting overgrown and the light is broken. He requested it be looked at. He commended everyone for job well done.

Made by Key, seconded by Messinger.

MOTION: **TO APPROVE RESOLUTION NO. 2023-06 , AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AND DELIVER THE ATLANTIC BOULEVARD MAINTENANCE AGREEMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin and Brown

Noes: 0

MOTION CARRIED

PUBLIC COMMENT

Public Comment

Chuck McCue, 1908 3rd Street, Neptune Beach, spoke in favor of Resolution No. 2023-04. He expressed opposition to Resolution No. 2023-05.

Adjournment

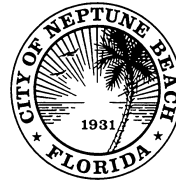
There being no further business, the Special Meeting adjourned at 6:07 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
IMMEDIATELY FOLLOWING THE SPECIAL MEETING
MONDAY, APRIL 17, 2023, 6:07 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, April 17, 2023, at 6:07 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance	IN ATTENDANCE: Mayor Elaine Brown Vice Mayor Kerry Chin Councilor Lauren Key Councilor Nia Livingston Councilor Josh Messinger	STAFF: City Attorney Zachary Roth Interim City Manager Richard Pike Interim Police Chief Michael Key Community Development Director Heather Whitmore Senior Center Director Leslie Lyne Public Works Director Deryle Calhoun Deputy Public Works Director Colin Moore Project Manager Jason Lupson City Clerk Catherine Ponson
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Call to Order/Roll Call	Mayor Brown called the workshop meeting to order at 6:07 p.m.
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DEPARTMENTAL SCORE CARD

Dept. Score Card	The Departmental Score Cards are posted on the City website at: https://www.nbfl.gov/city-manager/pages/city-manager-reportsdepartmental-score-cards .
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COMMITTEE REPORTS

Transportation & Infrastructure Planning	Mayor Brown reported the TIP Committee would be meeting on May 5, 2023.
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PUBLIC COMMENT

Public Comment	Chuck McCue, 1908 3 rd Street, Neptune Beach, suggested skimming the budget of Land Use and Parks. He also stated that Dover, Kohl had given suggestions including a transportation hub at the former SunTrust Bank site.
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PROPOSED ORDINANCES

Creating Section
14-12, Waste
from Tree
Trimming

Proposed Ordinance, An Ordinance Creating Section 14-12, Chapter 14 (Offenses); Governing Waste from Tree Trimming and Removal; Providing for Severability; Providing an Effective Date.

Councilor Messinger stated that residents complained recently that their tree canopies had been destroyed. Council had passed legislation protecting Heritage oaks and our character. The State greatly limited cities' ability to regulate and stop the destruction of tree canopies and quality of life. We're trying to, in any way possible, to address that issue.

Mr. Roth commented that the State has essentially completely prohibited cities from regulating the cutting of trees on residential properties. We can hold people accountable for what they do when cutting down the trees. They cut massive trees and dump them on the curb. This is a fire and public safety hazard. Commercial for profit businesses should be able to get rid of the debris. This is designed to prevent the "cut and dump." Each tree has a separate violation and they are required to give notice when a tree is cut.

Vice Mayor Chin questioned where the numbers for the penalties came from,

Mr. Roth stated they are from state statutes for Code Enforcement and it is the maximum.

Made by Messinger, seconded by Chin.

MOTION: **TO MOVE THE PROPOSED ORDINANCE CREATING SEC. 14-12, GOVERNING WASTE FROM TREE TRIMMING AND REMOVAL TO A FIRST READ ON MAY 1, 2023**

Roll Call Vote:

Ayes: 5- Livingston, Messinger, Key, Chin and Brown

Noes: 0

MOTION CARRIED

Smoking in Public
Parks/Beaches

Proposed Ordinance, Regulation of Smoking in Public Parks/Beaches.

Kimberly Mraz, Tobacco Policy Manager, and Aishiva Kothari, Community Partner Member with Tobacco Free Jacksonville. Ms. Kothari explained that this is a nonprofit organization that is a partnership of adult and youth working together to prevent tobacco use and exposure to secondhand smoke. Their goal is to promote a tobacco free atmosphere and improve the health of all Duval County residents.

Vice Mayor Chin stated that Atlantic Beach's ordinance adds a dedicated section and Jacksonville Beach's modifies existing sections.

Mr. Roth advised that Neptune Beach does not have a Code provision that has a comprehensive list regarding parks. It makes more sense to start a new section.

Councilor Livingston requested if we are considering this proposed ordinance, she would like to see the penalties and fines included.

Mayor Brown encouraged signage that prohibits smoking on our beaches.

Councilor Messinger stated that Beaches Go Green has had a large initiative in collecting cigarette butts. They had put dispensers out and collected significant amounts over the years. He is interested to see the legislation that comes before Council.

Mayor Brown expressed that the direction would be to move this forward for the May 1, 2023 agenda.

LDC Revisions	<u>LDC Revisions.</u> Community Development Director Heather Whitmore explained that there are five items to be discussed. Duplexes in the RC, Landscape Buffer Adjacent to Residential Districts, and Recreational/Commercial Vehicles in Residential Districts are the three items she would like to see moved to first read. Historic Preservation as a Finding of Fact is for review discussion. Parking Fee in Lieu is an issue she would like to set some time to discuss to determine if Council wants to pass a resolution to establish these fees.
Duplexes in the RC	<u>Duplexes in the RC.</u> Staff proposes to add language as a reference to LDC Table 27-239 development standards for RC Overlay Minimum Lot Area Note 10 to make it consistent with Section 27-242, Density calculations for two-family (duplex) residences east of 3rd Street.
	Vice Mayor Chin commented and Ms. Whitmore confirmed that this is adding language to a footnote in the zoning table to make it consistent with what is in the Code.
	The consensus by show of hands is to move this item forward for first read on May 1, 2023.
Landscape Buffer Adjacent to Residential Districts	<u>Landscape Buffer Adjacent to Residential Districts</u> Ms. Whitmore explained this is basically a scrivener's area. This corrects a typo to reference the correct section as 27-456.
	The consensus by show of hands is to move this item forward for first read on May 1, 2023.
Recreational/Commercial Vehicles	<u>Recreational/Commercial Vehicles.</u> In the recent Fall 2022 LDC update, sections of the Land Development Code regarding the parking and storage of major recreational equipment, and heavy commercial vehicles in residential districts appears to have been inadvertently removed. Staff is seeking to correct this apparent accidental deletion by adding "Section 27-335, Parking, storage or use of major recreational equipment" and "Section 27-336, Parking of heavy commercial vehicles in residential districts" back into the Land Development Code with a revised definition of heavy commercial vehicle.
	The consensus by show of hands is to move this item forward for first read on May 1, 2023.
Historic Preservation	<u>Historic Preservation as a Finding of Fact.</u> The purpose of this summary is to begin to evaluate how and if the Community Development Board may or may not justify a determination to support or deny an applicant's request using a finding of fact grounded in historic preservation Land Development policies.
.	Discussion ensued which included subjectivity, architectural guidelines, character and historical homes and footprints of existing homes.
	Mr. Roth stated he is hearing that we prefer to work with what we already have and utilize the tools that the Code gives us. He proposes to work with the Community Development Director and incorporate this as part of the annual training. The resources are in the Code and they should use them in analyzing the findings of fact to the extent they believe historic significance is in play for a specific application.
Parking Fee in Lieu of Study	<u>Parking Fee in Lieu of Study.</u> This was added as part of the LDC update. Ms. Whitmore presented information and reviewed fees from other cities. This would be done by resolution. This needs to be established as there are applications that this would apply to.

The fee can be determined by cost of construction or flat fee.

Council discussion included how to come up with a fee, using the money for capital improvements, having a maintenance perpetuity and having a mechanism to protect against inflation.

Mr. Roth summarized he and Ms. Whitmore would prepare a resolution based on a flat fee and propose those adjustments necessary to the Code to allow that through an ordinance amending those provisions.

ISSUE DEVELOPMENT

Access between
572 and 630
Atlantic

Access between 572 and 630 Atlantic. Mayor Brown reported that the initial request to Patrick McKinley, representative for Regency Centers, owner of Seminole Shoppes, had, at this time, denied our request to remove the bollards that are blocking access between 572 Atlantic and 630 Atlantic.

PUBLIC COMMENT

Public Comment

Alison Ronzon, 221 South Street, Neptune Beach, spoke regarding the historic preservation. She added it is more to preserve what is already there. She added she started a Facebook page called Neptune Beach's Historic and Buildings. She said that a building is considered historical if it is at least 50 years old.

Candy Sullivan, 220 South Street, Neptune Beach, stated her support of historic homes. She also requested having dogs on the beach at all times on a leash.

Chuck McCue, 1908 3rd Street, Neptune Beach, stated the selling point of 572 Atlantic was that it was going to go through. He spoke regarding historic homes and they should be able to rebuild on that footprint. He added that charm is diversity.

COUNCIL COMMENTS

Vice Mayor Chin reminded everyone that the new crosswalk signal at 3rd Street and Bay Street would be starting tomorrow April 18, with a ribbon cutting ceremony at 10 a.m. Also, Movies with the Mayor would be on Friday, April 28, starting at 7:30 p.m. in Jarboe Park.

Adjournment

The workshop meeting adjourned at 7:42 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

CITY OF NEPTUNE BEACH – COMMUNITY DEVELOPMENT DEPARTMENT



STAFF REPORT

MEETING DATE: April 12, 2023
BOARD/COMMITTEE: Community Development Board
APPLICATION NUMBER: SE23-01

TO: Community Development Board

FROM: Heather Whitmore, AICP, Community Development Director

DATE: March 10, 2022

SUBJECT: Special Exception Request First Christian Church of the Beaches_2125 Ocean Front, Neptune Beach, FL

- I. **BACKGROUND:** An application for a special exception was submitted on March 10, 2023, to build a permanent stage in the grass lawn of First Christian Church of the Beaches at 2125 Ocean Front. The church is located in a Residential-4 (R-4) district which requires a special exception for places of worship. The purpose of the request is to add a permanent outdoor stage to the east lawn of the existing church.

The site has actively been used as a church since the 1960's. The subject request is to add a permanent outdoor platform stage to the east lawn. The church has been conducting outdoor services since April 2020 on the east lawn since the onset of COVID. They are currently using a platform with 4x8 sheets of plywood. This request is to build something more permanent to replace the wooden platform they are currently using.

The proposed platform would be 30 feet wide by 18 feet deep and 21 inches in height with an 18 inch knee wall. The platform would be located in the large east lawn, to the east of Oceanfront Strand Street. The stage would be located 20 feet from the northern property line abutting Hopkins Street, and 43 feet from the western property line abutting Oceanfront Strand Street. The stage would not have power, a roof, or lights, and is proposed to be a simple paver platform.



Figure 1: First Christian Church of the Beaches 2125 Ocean Front, Neptune Beach, FL

II. **DISCUSSION:** The applicant is requesting a special exception, as listed in Section 27-226 of the Land Development Code, to add a stage to a church in the Residential-4 (R-4):

- **Sec. 27-226(f)(3) c.**
 - Uses by special exception: “Worship facility and childcare associated with facility.”

III. **FINDINGS:**

1. **The proposed use is consistent with the comprehensive plan.**

- a. **Applicant Response:** “We have been conducting outdoor services since April 2020 on the east lawn since the onset of COVID. Currently we are using a platform with 4x8 sheets of plywood. As you can guess weather has taken a toll on the plywood and is increasingly unsafe and we would like to build something more permanent on the east lawn to replace the wooden platform that we are

currently using. We are requesting a platform that you utilizes pavers.”

- b. **Staff Response:** Staff finds that the church use is consistent with comprehensive plan policy A.1.4.2 (B) (2), Traditional Residential II which states that the area shall be with compatible residential uses and historical development patterns.

The church is an allowable special exception in the Residential -4 district. The church has been in existence since the 1960’s and is consistent with the historical development of the area. The proposed platform stage is associated with the regular use of the church and is used for Sunday church services.

2. The proposed use would be compatible with the general character of the area, considering the population density; the design; density; scale; location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses.

- a. **Applicant Response:** “The proposed platform is consistent with the church property that was established in the 1960s. It does not take away from the aesthetics of the neighborhood, but should improve the look from the temporary stage we currently have. With our 4-foot wall on the West side of the property it would not be visible from the street.”
- b. **Staff Response:** The church has been in existence since the 1960’s and is consistent with the character of the area. The proposed platform stage is associated with the regular use of the church and is used for Sunday church services.

Outdoor services have been conducted at the location for some time, the proposed stage will not have power or lights. The platform is small at 30’x18’, and will only be 21 inches off the ground. The stage will not negatively impact the character of the residential area.

3. The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.

- a. **Applicant Response:** “If this special exception is granted it will not have a negative environmental impact or the health safety or welfare of the community. Should improve the safety of the church members that help conduct the Sunday morning services outside.”
- b. **Staff Response:** There are no environmental impacts generated by the existing church. There are no hazardous materials used for this type of use. The use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.

4. **The proposed use would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.**
 - a. **Applicant Response:** “This request for a special exception will not affect the local vehicular traffic, pedestrian movement, or parking as well as we will not be changing our operation anyway by adding this platform. We already have ample parking in the church.”
 - b. **Staff Response:** The site already operates as a church. The proposed stage will not generate additional traffic or additional parking demand. The platform will not have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.
5. **The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.**
 - a. **Applicant Response:** “We are not requesting a variance, so this request will not affect future development of the area.”
 - b. **Staff Response:** The proposed use is consistent with other uses in the Residential -4 District. The site already operates as a church. The permanent outdoor stage is consistent with a church use and would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.
6. **The proposed use would not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area.**
 - a. **Applicant Response:** NA
 - b. **Staff Response:** The site already operates as a church. The proposed stage will not have power or lights and is consistent with other uses in the Residential -4 District.

The stage is setback from residential properties and is separated by a right-of-way from the closest single-family home. The stage will not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area.
7. **The proposed use would not overburden existing public services and facilities.**
 - a. **Applicant Response:** “The special exception request will not overburden any existing public services or facilities.”

- b. **Staff Response:** The site already operates as a church. The proposed stage will not have power or lights. The proposed platform stage will have no impact on existing public services and facilities.
- 8. **The proposed use meets all other requirements as provided for elsewhere in this Code.**
 - a. **Applicant Response:** “The special exception request does not change the usage of the property in any way. The property has been owned by the church for 60 years and actually had two buildings on the site at one time.”
 - b. **Staff Response:** All provisions of this code are met by the proposed use provided by the applicant.
- IV. **CONCLUSION:** Staff supports approval of the Special Exception based on its low impact and compatibility with the surrounding uses. Further, the use is consistent with the Traditional Residential II designation in the Comprehensive Plan.
- V. **RECOMMENDED MOTION:**
 - a. I move to approve /approve with conditions Special Exception SE23-01.

OR
 - b. I move to deny Special Exception SE23-01.

APPLICATION FOR SPECIAL EXCEPTION

CITY OF NEPTUNE BEACH PLANNING AND DEVELOPMENT DEPARTMENT
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266-6140
PH: 270-2400 ext 4 FAX: 270-2432



*SE 23-01
Received
3/10/23*

Application Fee: \$250

Date Filed:

Name & Address of Property Owner:	Telephone: (904) 246-2010
First Christian Church of the Beaches	E-Mail: mike.amos@fc2b.org
2125 Ocean Front, Neptune Beach, FL 32266	Real Estate #: 173695-0000
Property Address (if different from mailing):	Lot 4 Block: 1
	Subdivision: Bowes Division of Oceanview
	Zoning District: R-4

Name and Address of Agent:	Telephone: (904) 246-2010
Michael Amos	E-Mail: mike.amos@fc2b.org
2125 Ocean Front, Neptune Beach, FL 32266	

Describe Special Exception Request:

The church is requesting a special exception to build a permanent stage on our grassy area east of the church building to replace the temporary plywood stage that we currently use for our Sunday Morning outdoor services.

The Unified Land Development Code (ULDC) requires that the Community Development Board may not recommend for approval unless it makes a positive finding, based on substantial competent evidence, outlined in Section 27-160

1. Based on the required findings needed to issue a special exception in Section 27-160 explain the following (attach additional sheets as necessary):

A. How the proposed is consistent with the comprehensive plan:

We have been conducting outdoor services since April 2020 on the east lawn since the onset of Covid. Currently, we are using a platform with 4x8 sheets of plywood. As you can guess, weather has taken its toll and the plywood is increasingly unsafe and we would like to build something more permanent on the east lawn to replace the wooden platform that we are currently using. We are requesting a platform that utilizes pavers.

B. Indicate how the proposed special expectation (use) would be compatible with the general character of the area, considering the population density; the design, density, scale, location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses.

The proposed platform is consistent with the church property that was established in the 1960's. It does not take away from the aesthetics of the neighborhood, but should improve the look from the temporary stage we have currently. With our 4-foot wall on the west side of the property, it would not be visible from the street.

- C. Indicate how the proposed special exception (use) would not have an environmental impact inconsistent with the health, safety and welfare of the community.

If this special exception is granted it will not have a negative environmental impact or the health, safety or welfare of the community. It should improve the safety of the church members that help conduct the Sunday morning service outside.

- D. Explain how the proposed special exception (use) would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.

This request for a special exception will not affect the local vehicular traffic, pedestrian movement, or parking as we will not be changing our operation in any way by adding this platform. We already have ample parking at the church.

- E. Explain how the proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.

We are not requesting a variance, so this request will not affect future development of the area.

- F. Indicate how the proposed use would not overburden existing public services and facilities.

This special exception request will not overburden any existing public services or facilities.

- G. Explain how the proposed use meets all other requirements as provided for elsewhere Chapter 27.

This special exception request does not change the usage of the property in any way. This property has been owned by the church for 60 years and it actually had two buildings on it at one time.

THE APPLICANT AND SURROUNDING PROPERTIES WILL BE NOTIFIED OF THE PUBLIC HEARING BY MAIL AND POSTING OF THE PROPERTY. THE APPLICANT OR HIS/HER AUTHORIZED AGENT MUST BE PRESENT AT THE MEETINGS.

Per 27-163, If a special exception is granted the use or construction, must be commenced within twelve (12) months following the date the special exception is rendered or the special exception shall expire and be of no further force, validity, or effect.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS APPLICATION. THAT I AM THE PROPERTY OWNER WITH AUTHORITY TO MAKE THIS APPLICATION, AND THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY APPLY FOR A SPECIAL EXCEPTION AS REQUESTED.

NAME (S) OF PROPERTY OWNER (S)

Michelle Anna

Signature Treasurer & Registered Agent

NAME OF AUTHORIZED AGENT

Michelle Anna

Signature



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

THE FIRST CHRISTIAN CHURCH OF THE BEACHES, INC.

Filing Information

Document Number	N51203
FEI/EIN Number	59-1165595
Date Filed	10/08/1992
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	03/27/2017
Event Effective Date	NONE

Principal Address

2125 1ST ST
NEPTUNE BEACH, FL 32266

Changed: 03/27/2017

Mailing Address

2125 OCEAN FRONT
NEPTUNE BEACH, FL 32266-4842

Changed: 03/27/2017

Registered Agent Name & Address

Amos, Michael B
2125 OCEAN FRONT
NEPTUNE BEACH, FL 32266-4842

Name Changed: 01/26/2023

Address Changed: 04/20/2017

Officer/Director Detail

Name & Address**Title Trustee**

Kelly, Scott
1301 1st Street S. #1508
Jacksonville Beach, FL 32250

Title Trustee

LOPIANO, MARK
13768 Sea Mist Dr
Jacksonville, FL 32224

Title TRUSTEE

Meador, Robert
1147 Kings Road
Neptune Beach, FL 32266

Title Treasurer

AMOS, MICHAEL
2370 WINDCHIME DR
JACKSONVILLE, FL 32224

Title Secretary

HALE, LESLIE
2125 OCEAN FRONT
NEPTUNE BEACH, FL 32266

Title Trustee

MacInnes, David
373 5th Street
Atlantic Beach, FL 32233

Title Trustee

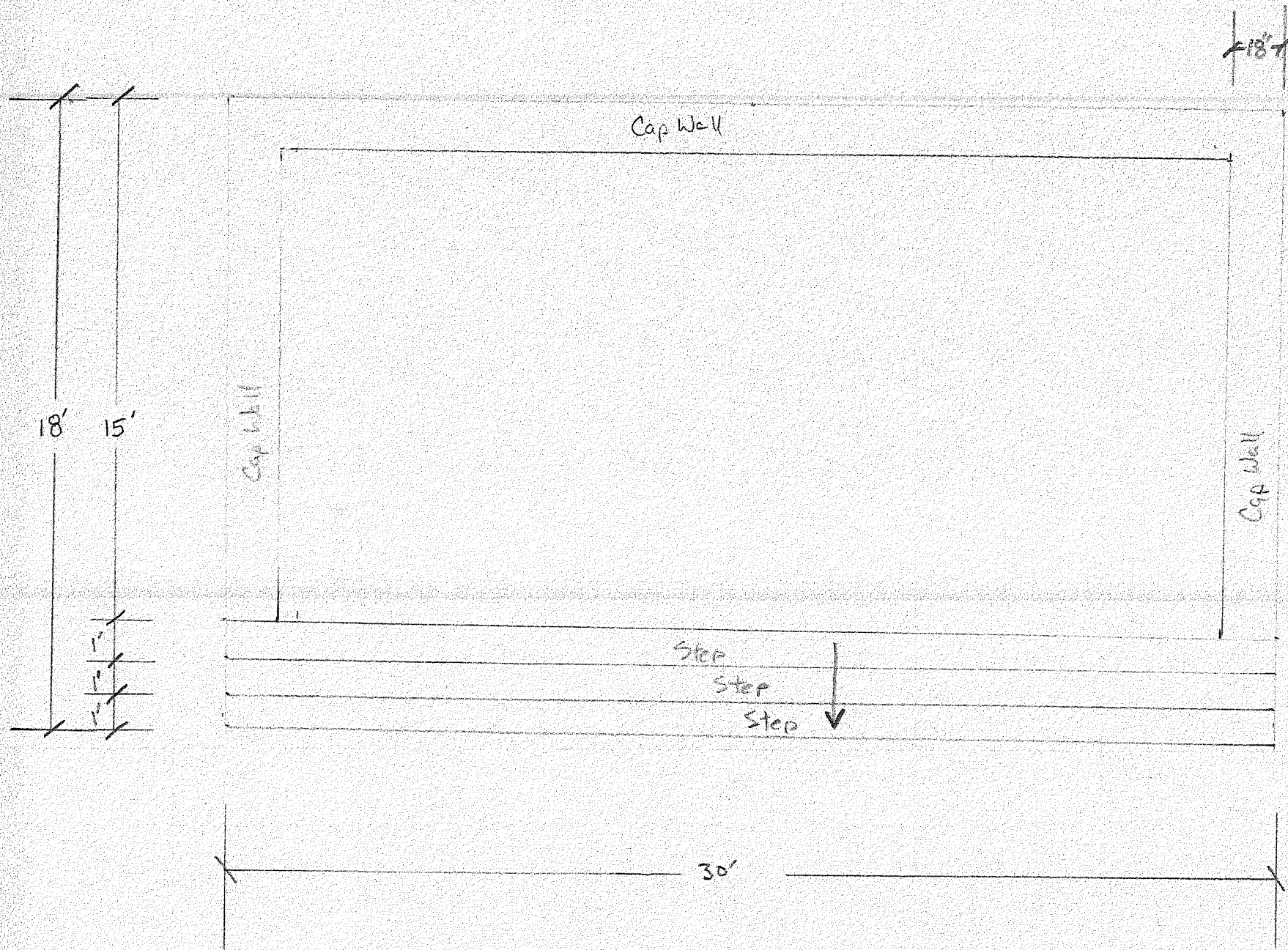
Jones, Carolyn R
436 Davis Street
Neptune Beach, FL 32266

Annual Reports

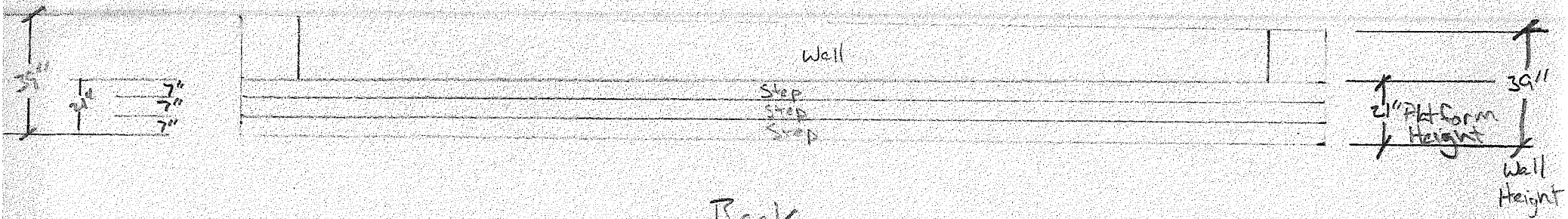
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2023	01/23/2023
2023	01/26/2023

Document Images

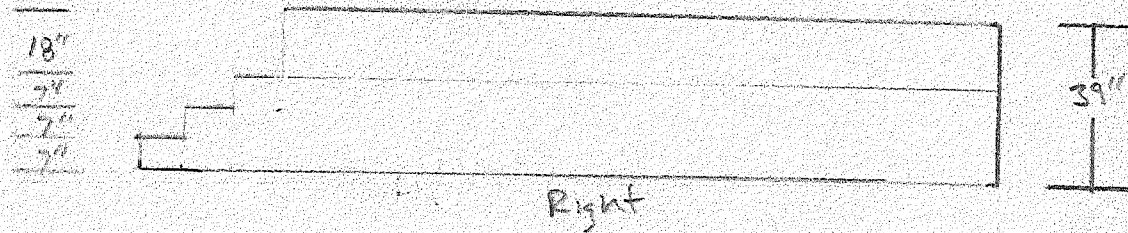
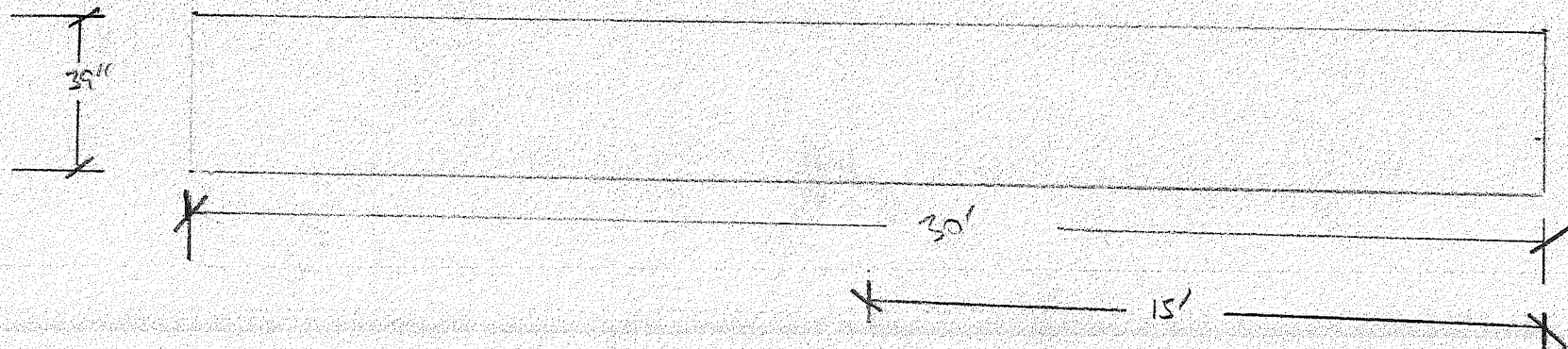
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01/18/2019 -- ANNUAL REPORT	View image in PDF format
03/15/2018 -- ANNUAL REPORT	View image in PDF format
04/20/2017 -- ANNUAL REPORT	View image in PDF format
03/27/2017 -- Amended and Restated Articles	View image in PDF format
04/08/2016 -- ANNUAL REPORT	View image in PDF format
03/13/2015 -- ANNUAL REPORT	View image in PDF format
12/18/2014 -- REINSTATEMENT	View image in PDF format
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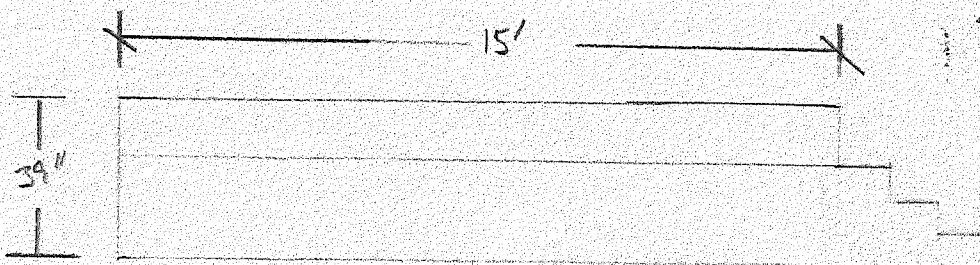
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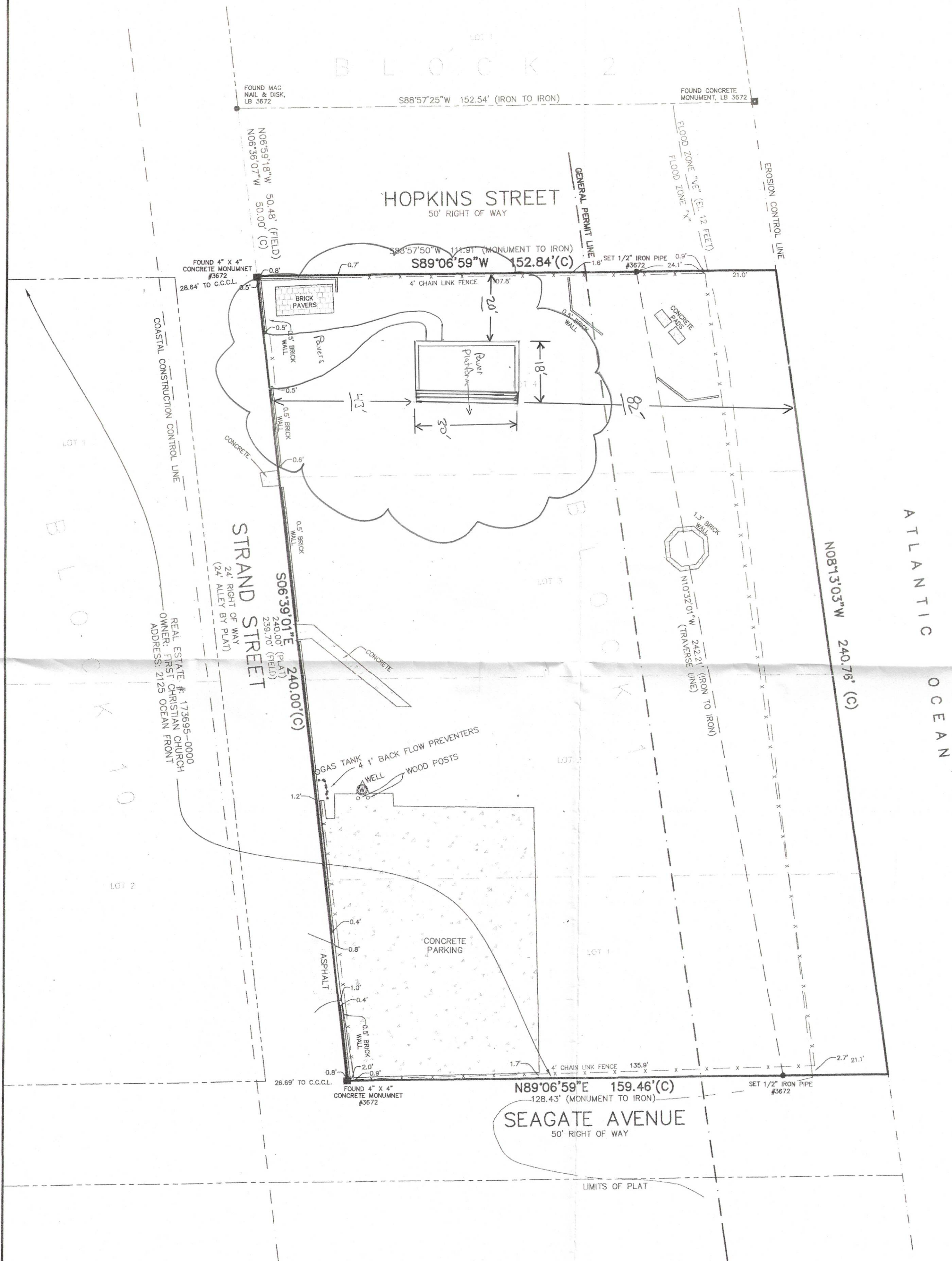
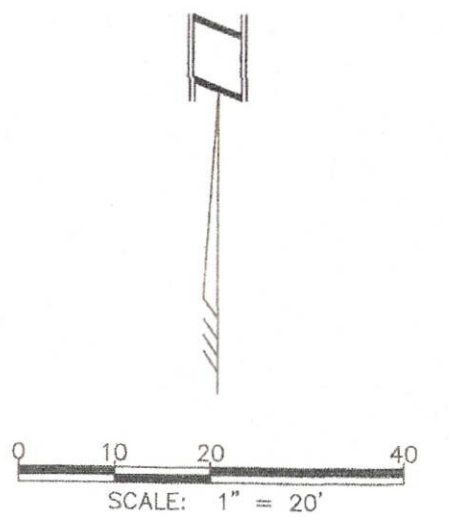
Right



Left

MAP SHOWING SURVEY OF

LOTS 1,2,3 & 4 BLOCK 1, "BOWES DIVISION OF OCEANVIEW" AS RECORDED IN PLAT BOOK 8, PAGE 48, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



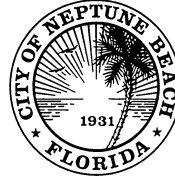
NOTES:
 1) THIS IS A BOUNDARY SURVEY.
 2) NO BUILDING RESTRICTION LINE AS PER PLAT.
 3) THE COASTAL CONSTRUCTION CONTROL LINE (C.C.C.L.) AS RECORDED IN THE DUVAL COUNTY COASTAL CONSTRUCTION CONTROL LINE MAP BOOK C, PAGES 72 - 72H, APPROVED JULY 21, 1992. (LOCATION AS SHOWN)
 4) EROSION CONTROL LINE IS EASTERLY BOUNDARY PROPERTY. (LOCATION AS SHOWN HEREON)
 5) EROSION CONTROL LINE BASED ON THE STATE PLANE COORDINATES AS RECORDED IN PLAT BOOK 35, PAGES 69 - 69B.
 6) BEARINGS SHOWN HEREON ARE BASED ON EASTERLY RIGHT OF WAY OF STRAND STREET BEING S06°39'01"E PER NAD 83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
 7) THE GENERAL PERMIT LINE IS SHOWN AS PER OFFICIAL RECORDS BOOK 12975, PAGE 1781 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

NOTE:
 NO ATTEMPT WAS MADE TO ESTABLISH THE ACTUAL MEAN OR ORDINARY HIGH WATER LINE IN ACCORDANCE WITH CHAPTER 177, PART 2, FLORIDA STATUTES, NOR CHAPTER 168-33, FLORIDA ADMINISTRATIVE CODE.

THIS SURVEY IS CERTIFIED TO:

Jeremy A. Hewitt
 JEREMY A. HEWITT, P.S.M.

FLORIDA LICENSED SURVEYOR and MAPPER No. LS 7413
 FLORIDA LICENSED SURVEYING & MAPPING BUSINESS No. LB 3672



MINUTES
COMMUNITY DEVELOPMENT BOARD
April 12, 2023, AT 6:00 P.M.
COUNCIL CHAMBERS
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice a public hearing of the Community Development Board for the City of Neptune Beach was held both in person April 12, 2023, at 6:00 p.m. in the Council Chambers.

Attendance

Board members were in attendance:

Bob Frosio, Chair
Jonathan Raitti, Member
Rene Atayan, Member
William Hilton, Member
Charley Miller, Member
W. Jeremy Randolph, Member
Tony Mazzola, Alternate Member

Rhonda Charles, Alternate Member, was in attendance.

The following staff members were present:

Heather Whitmore, Community Development Director
Zachary Roth, City Attorney
Piper Turner, Code Compliance Supervisor

Pledge

Pledge of Allegiance.

**Call to Order/Roll
Call**

Chair Frosio called the meeting to order at 6:00 p.m.

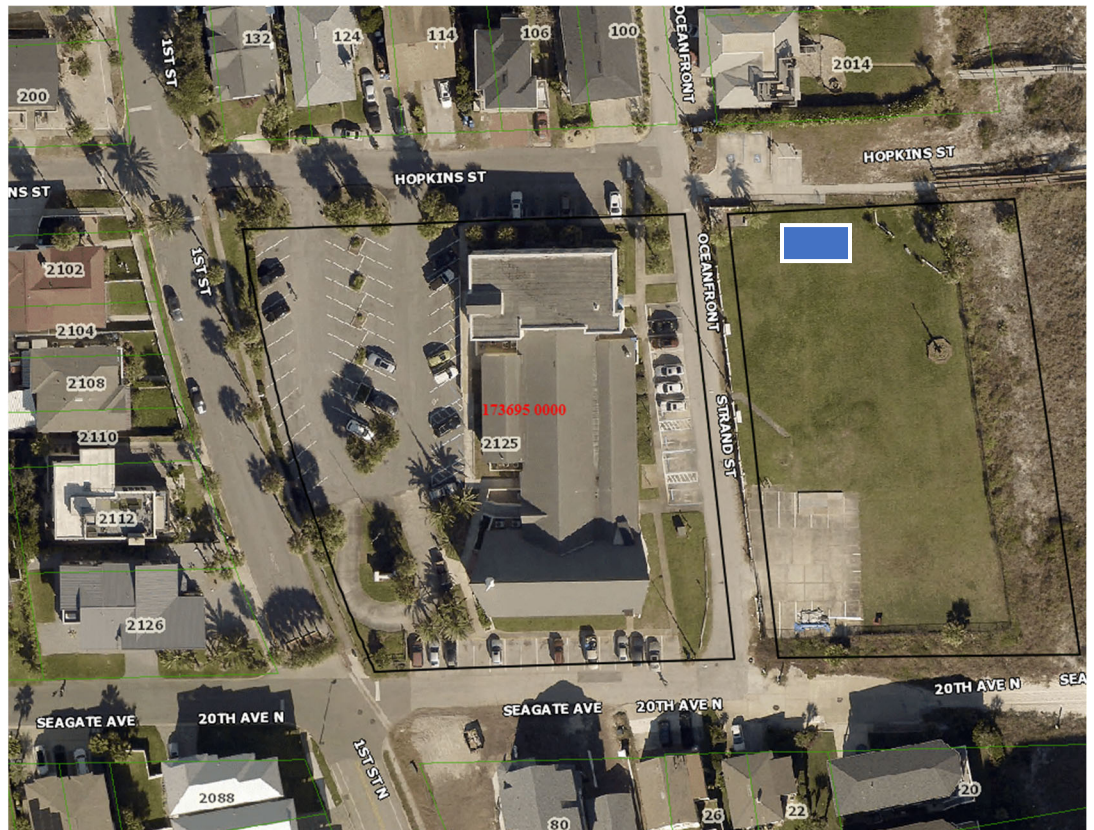
Swearing in

Mr. Roth, City Attorney, asked anyone appearing before the board tonight to raise their right hand to be sworn in.

**Special Exception
SE23-01 First
Christian Church of
the Beaches**

An application for a special exception was submitted by First Christian Church of the Beaches on March 10, 2023, to construct a stage on the property east of the Church between the ocean and the Strand, Neptune Beach, FL 32266. The property is in the R-4/RC Overlay district.

Heather Whitmore, Community Development Director, presented the staff report.



- I. **BACKGROUND:** An application for a special exception was submitted on March 10, 2023, to build a permanent stage in the grass lawn of First Christian Church of the Beaches at 2125 Ocean Front. The church is located in a Residential-4 (R-4) district which requires a special exception for places of worship. The purpose of the request is to add a permanent outdoor stage to the east lawn of the existing church.

The site has actively been used as a church since the 1960's. The subject request is to add a permanent outdoor platform stage to the east lawn. The church has been conducting outdoor services since April 2020 on the east lawn since the onset of COVID. They are currently using a platform with 4x8 sheets of plywood. This request is to build something more permanent to replace the wooden platform they are currently using.

The proposed platform would be 30 feet wide by 18 feet deep and 21 inches in height with an 18-inch knee wall. The platform would be located in the large east lawn, to the east of Oceanfront Strand Street. The stage would be located 20 feet from the northern property line abutting Hopkins Street, and 43 feet from the western property line abutting Oceanfront Strand Street. The stage would not have power, a roof, or lights, and is proposed to be a simple paver platform.

II. DISCUSSION: The applicant is requesting a special exception, as listed in Section 27-226 of the Land Development Code, to add a stage to a church in the Residential-4 (R-4):

27-226(f)(3) c. Uses by special exception: “Worship facility and childcare associated with facility.”

III FINDINGS:

1. The proposed use is consistent with the comprehensive plan.

a. Applicant Response: “We have been conducting outdoor services since April 2020 on the east lawn since the onset of COVID. Currently we are using a platform with 4x8 sheets of plywood. As you can guess, the weather has taken a toll on the plywood and is increasingly unsafe and we would like to build something more permanent on the east lawn to replace the wooden platform that we are currently using. We are requesting a platform that you utilizes pavers.”

b. Staff Response: Staff finds that the church’s use is consistent with comprehensive plan policy A.1.4.2 (B) (2), Traditional Residential II which states that the area shall be with compatible residential uses and historical development patterns.

The church is an allowable special exception in the Residential -4 district. The church has been in existence since the 1960’s and is consistent with the historical development of the area. The proposed platform stage is associated with the regular use of the church and is used for Sunday church services.

2. The proposed use would be compatible with the general character of the area, considering the population density; the design; density; scale; location, and orientation of existing and permissible structures in the area; property values; and the location of existing similar uses.

a. Applicant Response: “The proposed platform is consistent with the church property that was established in the 1960s. It does not take away from the aesthetics of the neighborhood but should improve the look from the temporary stage we currently have. With our 4-foot wall on the West side of the property it would not be visible from the street.”

b. Staff Response: The church has been in existence since the 1960’s and is consistent with the character of the area. The proposed platform stage is associated with the regular use of the church and is used for Sunday church services.

Outdoor services have been conducted at the location for some time, the proposed stage will not have power or lights. The platform is small at 30’x18’ and will only be 18 inches off the ground. The stage will not negatively impact the character of the residential area.

3. The proposed use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.

- a. **Applicant Response:** "If this special exception is granted it will not have a negative environmental impact or the health safety or welfare of the community. Should improve the safety of the church members that help conduct the Sunday morning services outside."
 - b. **Staff Response:** There are no environmental impacts generated by the existing church. There are no hazardous materials used for this type of use. The use would not have an environmental impact inconsistent with the health, safety, and welfare of the community.
4. **The proposed use would not generate or otherwise cause conditions that would have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.**
 - a. **Applicant Response:** "This request for a special exception will not affect the local vehicular traffic, pedestrian movement, or parking as well as we will not be changing our operation anyway by adding this platform. We already have ample parking in the church."
 - b. **Staff Response:** The site already operates as a church. The proposed stage will not generate additional traffic or additional parking demand. The platform will not have a detrimental effect on vehicular traffic, pedestrian movement, or parking inconsistent with the health, safety and welfare of the community.
5. **The proposed use would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.**
 - a. **Applicant Response:** "We are not requesting a variance, so this request will not affect future development of the area."
 - b. **Staff Response:** The proposed use is consistent with other uses in the Residential -4 District. The site already operates as a church. The permanent outdoor stage is consistent with a church use and would not have a detrimental effect on the future development of the area as allowed in the comprehensive plan.
6. **The proposed use would not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area.**
 - a. **Applicant Response:** NA
 - b. **Staff Response:** The site already operates as a church. The proposed stage will not have power or lights and is consistent with other uses in the Residential -4 District.

The stage is set back from residential properties and is separated by a right-of-way from the closest single-family home. The stage will not result in the creation of objectionable or excessive noise, light, vibration, fumes, odors, dust or physical activities inconsistent with existing or permissible uses in the area.

7. **The proposed use would not overburden existing public services and facilities.**

- a. **Applicant Response:** “The special exception request will not overburden any existing public services or facilities.”
- b. **Staff Response:** The site already operates as a church. The proposed stage will not have power or lights. The proposed platform stage will have no impact on existing public services and facilities.

8. **The proposed use meets all other requirements as provided for elsewhere in this Code.**

- a. **Applicant Response:** “The special exception request does not change the usage of the property in any way. The property has been owned by the church for 60 years and actually had two buildings on the site at one time.”
- b. **Staff Response:** All provisions of this code are met by the proposed use provided by the applicant.

IV. CONCLUSION: Staff supports approval of the Special Exception based on its low impact and compatibility with the surrounding uses. Further, the use is consistent with the Traditional Residential II designation in the Comprehensive Plan.

V. RECOMMENDED MOTION:

- a. I move to approve /approve with conditions Special Exception SE23-01.

OR

- b. I move to deny Special Exception SE23-01.

Michael Amos, representing the Church and registered agent, addressed the Board. Mr. Amos stated that the existing stage is made of plywood, and it is dangerous when it gets wet. The new stage will be safer and will be adding landscaping to beautify the area. The stage will be used for 8am Sunday morning church services and there is acoustical music with speakers at the service. The stage will be eighteen inches tall and have a paver walkway leading from the street.

Chair Frosio, opened the floor for public comments.

Mark Mantarro, 2112 First St, stated he lived across the street from the Church. 1) Creates a stage in the yard. 2) Did not exist prior to Covid. Church can be used for services. 3) It is time to return to normal. 4) Website states services start at 7:00 am. 5) Section 27-241 references section 27-459 which does not exist. 6) The issue is noise. In January 2023 there is a picture posted to Facebook showing the use of electricity to power the speakers.

Shellie Thole, 124 Margaret St, lives one block from the church. East of Third Street the houses are close to each other. We are a neighborhood, and the church is in a residential zone. Once a year they hold the Easter Sunrise Service on the beach, and we look forward to that, however it is time to put the church services back into the building. The stage could be used for concerts or live services.

John Campbell, 1412 Strand, stated the Church allows visitors to use their parking lot during the week. Covid changed the way people go to church.

Carolyn Jones, 436 Davis St, member of the Church and contactor, stated the Services start at 8am. The current stage is very dangerous. Normally there are one or 2 people on the stage with a guitar or bass along with the Pastor. The stage will have 3 steps from the rear and an 18-inch-high cap wall on the front and sides of the stage to keep someone from falling off. We are good neighbors.

Jack Garnet, 629 Florida Blvd, the Church prides itself on being good neighbors. There were 2 buildings on this site that were demolished several years ago. The area where the stage will be located in fenced in with a solid wall and the only way to see it would be to look through the iron gate.

Kevin Gay, 20 20th Ave N, Jacksonville Beach, stated his house faces the location of the stage and the services normally only last about 30 minutes. The Church is a great partner.

Patrick Mills, 1108 Seawood Dr, asked the board to stay on the subject. The replacement of the old stage with a new and safer one.

Mr. Russ, 2062 1st St N, Jacksonville Beach stated that the stage would be 39 inches tall on three sides.

There being no comments, the public hearing was closed

Board Discussion and questions for Staff:

Mr. Ratti: What about the noise? The noise is addressed in the code. This would be handled through code enforcement if this is an issue. There were two buildings on the property previously and they could construct a new building with the proper permits. Landscaping could soften the noise.

Mrs. Atayan: Asked about the overall height. The plan shows the stage as 39 inches. On three sides it will be 21 inches off the ground and then have an 18 inches knee wall for safety. Having the platform does not prohibit them from running a generator or extension cord.

Mr. Hilton: Is the wall needed? It is a precaution for safety. They are not creating additional noise. Is it consist with the comp plan and compatible with the surrounding area? Nothing is stopping them from having a temporary stage. They could rent a stage or hold a service on the grass without the special exception.

Mr. Randolph: Could the Church hold their services in the grass without needing a special exception? Mr. Roth replied that the Special Exception is only for the stage.

Mrs. Mazzola: Question 6 of the findings speaks about noise. We cannot correlate the noise. Mr. Roth explained that that finding must be applied to the stage only. Does the approval of the stage change the level of noise from the existing use? Do outdoor services cause noise, is a question for code enforcement. Does the platform create noise, which is the question for the board? An example would be, if the platform had speakers built into it that is a different analysis.

Mr. Forsio: Only replacing the existing stage with a permanent safe one.

Made by Randolph, seconded by Atayan.

MOTION: **MOVE TO RECOMMEND APPROVAL OF SPECIAL EXCEPTION APPLICATION SE 23-01.**

Made by Hilton, seconded by Mazzola.

AMENDED

MOTION: **MOVE TO AMEND THE CURRENT MOTION TO RECOMMEND APPROVAL OF SPECIAL EXCEPTION APPLICATION SE 23-01 WITH THE CONDITION THAT THE STAGE COULD ONLY BE UTILITIZED FOR SUNDAY MORNING OUTDOOR SERVICE 8AM TO NOON SERVICES EXCEPT FOR THE SUNRISE EASTER SERVICE WHICH WILL BE UNREGULATED UP TILL NOON.**

Roll Call Vote to proceed with the amended motion:

Ayes: 4-Hilton, Miller, Raitti, Mazzola

Noes: 3- Randolph, Atayan, Forsio

MOTION CARRIED

MOTION: **MOVE TO RECOMMEND APPROVAL OF SPECIAL EXCEPTION APPLICATION SE 23-01 WITH THE CONDITION THAT THE STAGE COULD ONLY BE UTILITIZED FOR SUNDAY MORNING 8AM TO NOON SERVICES EXCEPT FOR THE SUNRISE EASTER SERVICE EXCEPT FOR THE SUNRISE EASTER SERVICE WHICH WILL BE UNREGULATED UP TILL NOON .**

Roll Call Vote:

Ayes: 3-Hilton, Miller, Forsio

Noes: 4- Raitti, Randolph, Atayan, Mazzola

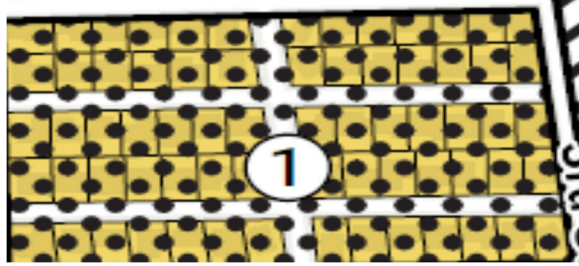
MOTION FAILED AND SPECIAL EXCEPTION WAS DENIED. GOES TO THE CITY COUNCIL WITH THE RECOMMENDATION OF DENIAL.

Applicant was informed that City Council makes the final decision, and that this application would be forwarded to the May 1st meeting, and they need to attend.

ULDC
revisions
discussion

Board discussion regarding the proposed South Street rezoning from R-2 to R-3.

The recent land development code update process had incorporated a proposal to rezone a portion of Florida Blvd, South and Bowles Streets from R2 to R-3. (exhibit A)



The only difference between the R-2 and R-3 front setback, minimum lot area and minimum lot width. Staff is asking the Board to review the pros and cons of rezoning these lots.

Lot width requirements for R-2 is 85 feet whereas R-3 is 50 feet.

Currently there are 35 lots east of 4th Street between Florida and Bowles that range from 64' to 74' feet wide.

There are 35 lots west of 4th between Florida and Bowles that range from 69 feet to 104 feet wide.

Lot Area requirements for R-2 is 10000 square feet while R-3 is 5000 square feet. Of the 70 lots affected less than 10% are at least 10000 sf.

**PROPOSED
ZONING MAP
AMENDMENT**

Rezoning
Florida, South
and Bowles St
from R-2
to R-3

PROPOSED

Rezone Florida,
South St and
Bowles St
from R-2 to
R-3

OPTIONAL

Do not rezone
South St and
Bowles St from
R-2 to R-3

STAFF RECOMMENDATION

The recent LDC update process had incorporated a proposal to rezone a portion of South St and Bowles St from R-2 to R-3.

The only differences between the R-2 and R-3 are front setback, minimum lot area, and minimum lot width.

Staff recommends the board review the pros and cons of rezoning these lots from R-2 to R-3

Chair Forsio opened the floor for comments from the public, there being none the comment section was closed.

The board discussed the proposed changes.

Mr. Hilton: We may be creating a situation where someone will purchase two lots in order to replat. Increasing density

Mrs. Atayan: Nervous about lowering the lot width.

CONSENSUS: TO LEAVE THE ZONING AS IT IS.

Open
Discussion

Will discuss Historic Preservation as a Finding of Fact at the next meeting.

Adjournment

The next board meeting will be May 10, 2023, at 6:00 pm. There being no further business, the meeting was adjourned at 7:18 p.m.

Robert Frosio, Chairperson

ATTEST:

Piper Turner, Board Secretary



Agenda Item #8A

Ordinance No. 2023-02

Tree Trimming and Removal

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

AGENDA ITEM:	Item #8A -Ordinance No. 2023-02, First Read and Public Hearing, An 12, Chapter 14 (Offenses); Governing Waste from Tree Trimming and Removal; Providing for Severability; Providing an Effective Date.
SUBMITTED BY:	Councilor Josh Messinger
DATE:	April 26, 2023
BACKGROUND:	Ordinance No. 2023-02 would address the concerns due to an increase in the number of trees being removed and placed on the curb or right-of-way for pickup. This would prohibit the placement and storage of such debris by commercial businesses on the curb or right-of-way. This was discussed at the April 17, 2023 Council workshop and moved forward for First Read.
BUDGET:	N/A
RECOMMENDATION:	Consider Ordinance No. 2023-02 at First Read on May 1, 2023
ATTACHMENT:	Ordinance No. 2023-02, An Ordinance Creating Section 14-12, Debris from Tree Trimming and Removal



INTRODUCED BY:
COUNCILOR MESSINGER

ORDINANCE NO. 2023-02

A BILL TO BE ENTITLED

AN ORDINANCE CREATING SECTION 14-12, CHAPTER 14 (OFFENSES); GOVERNING WASTE FROM TREE TRIMMING AND REMOVAL; 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, such powers include the powers to regulate business operating within the City in any legal manner not preempted by the State of Florida; and

WHEREAS, the City has observed an increase in the number of trees being removed and placed on the curb or in the right-of-way for pickup ("debris"); and

WHEREAS, the placement and storage of such items in the right-of-way constitute a hazard to traffic, impair emergency and utility access, and otherwise pose a threat of harm to the public;

WHEREAS, to address the concerns provided above, the City Council determines that a prohibition on the storage of such debris by commercial businesses on the curb or in the right-of-way is in the best interest of the City;

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 Section 14-12, Waste from tree trimming and removal. Creating Section 14-12, Waste from tree trimming and removal, Chapter 14 (Offenses), City of Neptune Beach Code of Ordinances as follows:

Sec. 14-12. – Debris from tree trimming and removal.

(a) Commercial businesses engaged in the cutting, pruning, removal, alteration, or trimming of trees (“Alteration”) shall be responsible for disposing of the debris from the Alteration. No debris from such Alteration shall be placed in any residential or commercial refuse container or set out for curbside pickup, or otherwise placed on the curb or within the right-of-way for any period whatsoever.

(b) Commercial businesses engaged in clearing land in preparation for construction or clearing and/or cleaning a vacant lot shall be responsible for disposing of the debris from such land clearing and/or cleaning. No debris from such operations shall be placed in any residential or commercial refuse container or set out for curbside pickup, or otherwise placed on the curb or within the right-of-way for any period whatsoever.

(c) Anyone subject to the provisions of this section shall immediately notify the City upon commencement of removal of debris for the purpose of permitting the City to determine that the debris is removed in accordance with this section. Such obligation shall not be construed as an obligation to notify the City of the pruning, trimming, or removal of the tree, but notice as to the disposal of the debris.

(d) For purposes of this section:

- (i) Each separate tree for which all or a portion of the tree’s debris is placed in violation of this section shall constitute a separate violation;
- (ii) Each failure to notify as required above shall be a separate violation; and
- (iii) Repeat violations shall be determined based on the offender, not the property owner. For clarification, if anyone is determined to have violated this provision, any further violation, whether an additional tree on the same property or associated with a separate property, shall be considered a separate violation.

(e) Penalties. The fine for a first violation shall be up to \$250.00 per day, or the maximum allowed by law if such amount is greater. The fine for any repeat violation shall be up to \$500.00 per day, or the maximum allowed by law if such amount is greater. In imposing the fine, the magistrate should consider (i) the gravity of the violation; (ii) any actions taken by the violator to correct the violation; (iii) any previous violations committed by the violator; and (iv) whether such party violated any other provision of the Code or Florida law in the course of conducting its business.

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
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key
Councilor Nia Livingston

Passed on First Reading this _____ day of _____, 2023.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Councilor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key
Councilor Nia Livingston

Passed on Second and Final Reading this _____ day of _____, 2023.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:

Zachary Roth, City Attorney



Agenda Item # 8B

Ord. No. 2023-03

Smoking and Vaping in Public
Parks and Beaches

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

AGENDA ITEM:	Item #8B, <u>Ordinance No. 2023-03, First Read and Public Hearing</u> , An Ordinance of the City of Neptune Beach, Florida, Creating Sections 18-10 through 18-13, Article II, Smoking, Chapter 18, Streets, Sidewalks and Other Places; Prohibiting Smoking and Vaping in Public Parks and Beaches within the City; Providing for Conflicts; Providing for Severability; and Providing an Effective Date
SUBMITTED BY:	Mayor Elaine Brown
DATE:	April 26, 2023
BACKGROUND:	Florida Statutes Section 386.209, authorizes municipalities to regulate smoking within the boundaries of their public beaches and public parks, with certain restrictions. Jacksonville Beach and Atlantic Beach have both enacted legislation pursuant to Section 386.209. Both ordinances are attached. This was discussed at the April 17, 2023, Council Workshop and an ordinance is being presented for First Read at this meeting.
BUDGET:	N/A
RECOMMENDATION:	Consider Ordinance No. 2023-03, at First Read on May 1, 2023
ATTACHMENT:	Ordinance No. 2023-03, An Ordinance Creating Sections 18-10 through 18-13, Chapter 18, Article II, Smoking

**SPONSORED BY:
MAYOR BROWN**



ORDINANCE NO. 2023-03

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, CREATING SECTIONS 18-10 THROUGH 18-13, ARTICLE II, SMOKING, CHAPTER 18, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; PROHIBITING SMOKING AND VAPING IN PUBLIC PARKS AND BEACHES WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat, as evidenced by the following:

- The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide, including nearly half a million people who die prematurely from smoking in the United States alone;
- Tobacco use causes disease in nearly all organ systems and is responsible for an estimated 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease deaths in the United States;
- The estimated economic damage attributable to smoking and exposure to secondhand smoke in the United States is nearly \$300 billion annually;
- Despite significant progress, tobacco use remains the leading cause of preventable death and disease in the United States;
- Specifically, in Florida, 29.4% of cancer related deaths are attributable to smoking;
- Electronic vapor products have been found to contain nicotine, lead, formaldehyde, and thousands of other chemicals. These products damage DNA and harm parts of the brain responsible for learning and mental health; and

WHEREAS, secondhand smoke exposure is harmful and widespread, as evidenced by the following:

- Children exposed to secondhand tobacco smoke have an increased risk of sudden infant death syndrome, asthma, physical and cognitive developmental abnormalities, and cancer;
- The 2006 U.S. Surgeon General's report, "The Health Consequences of Involuntary Exposure to Tobacco Smoke," concluded that there is no safe level of exposure to secondhand smoke;

- The World Health Organization in 2007 declared that there is indisputable evidence that implementing 100% smoke-free environments is the only effective way to protect the population from the harmful effects of exposure to secondhand smoke;
- In Florida, 59% of children between ages 11 and 17 report being exposed to secondhand smoke from cigarettes or electronic vapor products; and

WHEREAS, there is emerging evidence that exposure to the aerosol produced by a vapor- generating electronic device may be harmful, as evidenced by the following:

- E-cigarettes produce an aerosol that contains at least ten chemicals known to cause cancer, birth defects, or other reproductive harm;
- Bystanders exposed to e-cigarette aerosol can also absorb its nicotine;
- The aerosol is made up of a high concentration of ultrafine particles, and the particle concentration is higher than in conventional tobacco cigarette smoke;
- Exposure to fine and ultrafine particles may exacerbate respiratory ailments like asthma, and constrict arteries which could trigger a heart attack; and

WHEREAS, tobacco waste is a major, consequential, and persistent source of litter, as evidenced by the following:

- The roughly 6.3 trillion cigarettes smoked globally each year result in 300 billion packs that produce almost 2 million tons of wastepaper, cellophane, foil, and glue as well as trillions of butts littered across roadways, sidewalks, parks, and other green spaces;
- Both tobacco industry and peer-reviewed research found that most smokers admit littering their cigarette butts; for example, one study found 74.1% of smokers admitted littering cigarette butts at least once in their life and 55.7% admitted to littering them in the past month;
- In an observational study of nearly 10,000 individuals, 65% of smokers disposed of their cigarette butts as litter;
- Cigarette butts are perennially the most common form of litter collected during cleanup programs worldwide. For example, in 2018, cigarette butts made up nearly 16% of all litter collected through cleanup programs in the U.S. (809,538 out of 5,106,515 items);
- Cigarette butts are often cast onto sidewalks and streets, and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean;
- As of August 2019, the U.S. Environmental Protection Agency recognizes nicotine- containing vapor-generati ng electronic devices as acute hazardous waste when disposed properly; and

WHEREAS, cigarette butts, smokeless tobacco, and vapor-generating electronic devices pose a health threat of poisoning to young children, as evidenced by the following:

- In 2018, American poison control centers logged nearly 13,000 cases involving exposure to cigarettes, cigarette butts, vapor-generating electronic

- devices, or other tobacco products, and of these, more than 10,000 (79.0%) occurred in children aged 5 years and younger;
- Among the 10,266 cases of nicotine and tobacco product exposure recorded in 2018 among children 5 years of age and younger by American poison control centers, 50.3% involved cigarettes, 18.4% involved vapor-generating electronic devices, and 8.0% involved other tobacco products;
- The annual number of electronic cigarette exposure cases among children less than 5 years of age reported to American poison control centers increased from 10 in 2010 to 1,835 in 2018, a 14,015% increase; and
- Children who ingest tobacco products can experience vomiting, nausea, lethargy, and gagging, with e-liquids potentially posing a greater risk of toxicity or fatality through either ingestion or transdermal absorption; and

WHEREAS, Florida cities and counties have the legal authority to adopt local laws that prohibit smoking in public parks and beaches pursuant to Fla. Stat. §386.209; 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 ON BEHALF OF THE PEOPLE OF THE CITY OF NEPTUNE BEACH, FLORIDA that:

SECTION 1. Sections 18-10 through 18-13, Article II – Smoking, Chapter 18, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Neptune Beach, Florida are hereby created as follows:

Sec. 18-10. Definitions. The following words and phrases, whenever used in this Article shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) "Beach" means the publicly owned zone of unconsolidated material that extends landward from the mean low-water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. "Beach" includes a shore of a body of water covered by sand, gravel, or larger rock fragments.
- (b) "Vapor-generating Electronic Device" means an electronic device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or a hookah.
- (c) "Park" means all public property specifically designated as being used for outdoor recreational or park purposes and where children regularly congregate. "Outdoor recreational or park purposes" includes, but is not limited to, boating,

golfing, camping, swimming, horseback riding, and archaeological, scenic, or scientific sites and applies only to land which is open to the general public.

(d) "Smoking" means inhaling, exhaling, burning, carrying, or possessing any lighted or heated tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted or heated tobacco product whether natural or synthetic .. For the purposes of this policy only, smoking does not include the use of unfiltered cigars (pursuant to Florida Statute 386.209).

(e)"Tobacco Product" means:

(1) any product containing, made, or derived from tobacco, nicotine or nicotine analogues that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

(2) any vapor-generating electronic device as defined in this article and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or

(3) any component, part, accessory, of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, and pipes.

"Tobacco Product" does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(f) "Tobacco Product Waste" means any material that is left over and regularly intended to be discarded after the use or consumption of a tobacco product. Tobacco Product Waste includes, but is not limited to, discarded cigarette butt filters, cigar or cigarillo tips, cigarette packs, cigar or cigarillo wrappers, vapor-generating electronic devices of all types, vapor-generating electronic device cartridges or refill containers, plastic packaging, foil, or other disposable tobacco product remnants or tobacco product packaging in any form.

(g) "Vape" or "vaping" means to inhale or exhale vapor produced by a vapor - generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, chemical, or mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

Sec. 18-11. Prohibition of Smoking and Vaping in Recreational Areas.

Smoking and the use of all other tobacco products is prohibited in all parks and beaches within the city. Unfiltered cigars are exempted under 386.209, Florida Statutes.

Sec. 18-12. Other Requirements and Provisions.

- (a) No person shall dispose of tobacco product waste in any park or beach.
- (b) The city manager or their designee shall post at least one clear, conspicuous and unambiguous "No Smoking or Vaping" sign at each point of ingress to the area, and in at least one other conspicuous location where individuals congregate (such as restrooms, playgrounds, or buildings) within each recreational area. For purposes of this section, the city manager or their designee shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the city. Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of smoking or vaping in violation of any other provision of this ordinance.

Sec. 18-13. Compliance and Enforcement.

The success of this policy depends on the consideration and cooperation of both tobacco-users and non-users. Individuals acting in violation of this policy will be reminded and asked to comply. Individuals who violate this policy may be asked to leave the park or beach.

Enforcement and penalties for violation of this section shall be in keeping with Section 1-12.*

SECTION 2. Conflict. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 3. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 4. Effective Date. This ordinance shall take effect upon final reading and approval.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Nia Livingston
Councilor Lauren Key
Councilor Josh Messinger

Passed on First Reading this ____ day of _____, 2023.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Nia Livingston
Councilor Lauren Key
Councilor Josh Messinger

Passed on Second and Final Reading this ____ day of _____, 2023.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:

Zachary Roth, City Attorney



Agenda Item # 8C
Ordinance No. 2023-04
LDC Updates

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

AGENDA ITEM:	Agenda Item # 8C, <u>Ordinance No. 2023-04, First Read and Public Hearing</u> LDC Updates
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	May 1, 2023
BACKGROUND:	Land Development Code Updates To Bring Before Council for Discussion based on community, Community Development Board, and council member feedback. 1. 27-239: Duplexes in the RC 2. 27-241: Landscape Buffer Adjacent to Residential Districts 3. 27-335 and 27-336: Recreational/Commercial Vehicles In Residential Districts Presented at the April 17, 2023 workshop First Reading: May 1, 2023 Second Reading: June 5, 2023
BUDGET:	NA
RECOMMENDATION:	Approve first reading, forward to second reading for approval and adoption.
ATTACHMENT:	1. Ordinance with exhibits: 27-239 Duplexes in the RC 27-241 Landscape Buffer Adjacent to Residential 27-335 and 27-336 Recreational/Commercial Vehicles

INTRODUCED BY:



ORDINANCE NO. 2023-04

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING AND REVISING CHAPTER 27 UNIFIED LAND DEVELOPMENT REGULATIONS; REVISING THE FOLLOWING ARTICLES:; ARTICLE IV LAND USE, ARTICLE V ACCESSORY STRUCTURES AND USES; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Neptune Beach, Florida previously enacted Chapter 27 Unified Land Development Regulations and Code of Ordinances, of the City of Neptune Beach and;

WHEREAS, the City has received feedback from residents and stakeholders that it should be a priority to preserve the unique character of Neptune Beach through this process; and

WHEREAS, development contrary to the desires of residents, stakeholders, and the City Council would undermine the planning efforts undertaken and create irreparable harm to the scheme of development sought within the City; and

WHEREAS, prior efforts inconsistent with such desires, including costly litigation, could have been mitigated had the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances contained provisions designed to clarify matters and protect the interests of the City and its residents; and

WHEREAS, the City Council previously adopted a new comprehensive plan; and

WHEREAS, the City Council subsequently undertook a process to analyze, revise, and refine the land development regulations contained in Chapter 27 of the City's Code to meet the goals set forth above and to ensure compliance with the comprehensive plan; and

WHEREAS, the City Council has hired the services of Dover, Kohl & Partners, an award-winning planning firm, to assist with the comprehensive plan and land development regulation revision process; and

WHEREAS, the information received from such efforts was used to develop proposed revisions to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances; and

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

WHEREAS, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and

WHEREAS, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City of Neptune Beach, Florida and that it advances a significant and important governmental interest; and

WHEREAS, in particular, the City Council of the City of Neptune Beach, Florida has determined that it is necessary and in the interest of the public welfare to amend the language contained in the attached **“EXHIBIT A”**.

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

SECTION 1. Chapter 27 Unified Land Development Regulations and the additional aforementioned chapters of the Code of Ordinances of the City of Neptune Beach is hereby revised as provided on **“EXHIBIT A”**.

SECTION 2. Severability. If any section, sentence, clause, phrase, or word of this Ordinance or **“EXHIBIT A”** 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 or **“EXHIBIT A”**, and it shall be construed to be the legislative intent to pass this Ordinance or **“EXHIBIT A”** without such unconstitutional, invalid or inoperative part therein.

SECTION 3. Repeal of Laws in Conflict. All local laws and ordinances in conflict with any provision of this Ordinance are hereby repealed to the extent of any conflict.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon its passage by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key
Councilor Nia Livingston

Passed on First Reading this 1th day of May, 2023.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key
Councilor Nia Livingston

Adopted on Second and Final Reading this 6th day of June, 2023.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:

Zachary Roth, City Attorney

EXHIBIT A

Table 27-239

	R-1	R-2	R-3	R-4 ¹	R-5 ²	C-1	C-2	C-3	CBD ²	NC Overlay	RC Overlay
	Single-Family Residential			Single/ Two-Family Res.	Multi-Family ¹⁴	Commercial					Single/ Two-Family Res.
Building Height											
Max. Height ³	28’	28’	28’	28’	28’	35’	35’	35’	35’	35’	28’
Max. Stories	2	2	2	2	2	3	3	3	3	3	2
Density (dwelling units divided by gross site area in acres - du/a)											
Max. Density (du/a)	5	5	5	10	17	-	-	-	10	-	10
Setbacks											
Front Yard ⁴	25’ min.	20’ min.	15’ min.	Flexible ⁵	30’ min.	10’ min. 25’ max.	25’ min.	15’ min. 30’ max.	0’ min. ⁶ 10’ max.	5’ min. 15’ max.	10’ min. 25’ max.
Rear Yard	30’ min.	25’ min.	25’ min.	Flexible ⁵	30’ min.	10’ min.	15’ min.	20’ min.	5’ min.	10’ min.	15’ min.
Side Yard (Internal)	10’ min.	10% of lot width (7’min.)	10% of lot width (7’min.)	7’ min. ⁷	25’ min.	5’ min.	15’ min.	5’ min.	0’ min	0’ min.	7’ min. ⁷
Side Yard (Street)	15’ min.	10’ min.	10’ min.	8’ min.	25’ min.	10’ min. 25’ max.	20’ min.	10’ min. 25’ max.	5’ min. 15’ max.	10’ min. 25’ max.	8’ min. 25’ max.
Frontage Buildout											
Primary Street	-	-	-	-	-	70% min. ⁸		70% min.		70% min.	-
Lot Dimensions/Size											
Min. Lot Area (SF.)	12,000	10,000	5,000	4,356	-	7,500	10,000	15,000	-	7,500	4,356 ¹⁰

Max. Lot Area (SF)	-	-	-	15,000	-	-	-	-	-	-	15,000
Min. Lot Width (FT)	100'	85'	50'	50'	200'	60'	80'	100'	-	50'	50' ¹¹
Max. Lot Coverage	50%	50%	50%	50%	35%	70%	70%	75%	85%	70%	50% ⁹
Additional											
Max. Building Floor Area (sq. ft.) ¹²	-	-	-	-	-	30,000	60,000	60,000	25,000	20,000	-

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EXHIBIT A

- ¹ The minimum R-4 and RC Overlay lot dimensions in this table are superseded by the actual dimensions of smaller lots if those lots were lawfully platted and recorded prior to December 2, 2019, in the Office of the Clerk of the Circuit Court of Duval County, Florida.
- ² Any single/two-family homes or multifamily structures in CBD shall comply with the development standards for the RC overlay.
- ³ For lots in the R-1 zoning district that have a minimum lot size of twelve thousand (12,000) square feet and one hundred (100) feet lot width as measured at the building line parallel to the front face of the house and perpendicular to the primary side yard, thirty-five (35) feet of maximum building height will be permitted, so long as the primary roof structure is built at a minimum five-twelfths roof pitch, and not to exceed two (2) stories of living area.
- ⁴ More specific front yard setbacks shall apply in locating new structures around the following road segments: Penman Road, Seagate Avenue, and Florida Boulevard (See subsection 27-231(b).)
- ⁵ The front and rear yard setbacks may be flexible in that both measurements must total thirty-five (35) feet; however, neither can measure less than the fifteen (15) feet.
- ⁶ New developments built to the front lot line will need to be cleared by public works first to ensure there are no infrastructure conflicts. ⁷ Duplexes comprised of two attached homes shall be exempt from the interior side setback where the units meet.
- ⁸ Lots less than 120' wide may have a reduced minimum frontage buildout of 60% in order to accommodate side yard parking.
- ⁹ Additionally, 25% of the overall site, or half of the required pervious area, must be comprised of greenspace.
- ¹⁰ Min. lot area for duplexes shall be 8,500 square feet, or 4,356 square feet for each unit if divided into two fee simple lots. Existing two-family (duplex) residences on lots 5,000 square feet or greater shall be deemed conforming as to density provided, they comply with impervious surface reductions and other retrofit requirements set forth in section 27-243 or they are reconstructed or replaced with a new duplex that meets all requirement in this code other than minimum lot size and density.
- ¹¹ Min. lot width for duplexes that have been divided into two fee simple lots of 40' each prior to December 2, 2019 shall be deemed conforming.
- ¹² No standalone building shall exceed the maximum floor area shown. Additional information can be found in Section 27-237.
- ¹³ Lots bounded by more than two streets may elect no more than two primary streets. All other streets shall meet the setback and frontage requirements for secondary streets. In these unique cases there may not be a rear yard.
- ¹⁴ Multifamily residences on lots less than one-half acre shall only utilize a maximum of 70% lot coverage.

EXHIBIT A

Sec. 27-241. - Buffer areas adjacent to residential districts.

When a R-5, C-1, C-2, C-3 or CBD district abuts a R-1, R-2, R-3 or R-4 district without an intervening street or alley, a landscape buffer constructed in accordance with section ~~27-459~~ 27-456 Landscaping Buffers of this Code, shall be provided on the R-5, C-1, C-2, C-3 or CBD parcel.

Sec. 27-335. - Parking, storage or use of major recreational equipment.

No major recreational equipment, as defined herein, shall be used for living, sleeping or housekeeping purposes when parked or stored in a residentially zoned lot or in any other location not approved for such use. Major recreational equipment may be parked or stored in a required rear or side yard but not in the front or corner side yard and not within three (3) feet of any property line; provided, however, that such equipment may be parked anywhere on residential premises for a period not to exceed twenty-four (24) hours during loading and unloading. For purposes of this section, the term major recreational equipment shall be as listed in article I, to include sand dune buggies, cases or boxes on wheels for transporting recreational equipment and other similar trucks or equipment.

Major recreational equipment shall also be limited to two (2) total on a property. Each piece of equipment shall not exceed twenty-eight (28) feet in length.

Sec. 27-336. - Parking of heavy commercial vehicles in residential districts.

Heavy commercial vehicles shall not be parked in any residential district except as permitted for home-based business according to the restrictions in Sec. 27-332 or as may be required for normal loading or unloading of such vehicles and during the time normally required for service at dwellings, or at structures or activities permitted in such residential districts by the terms of this chapter. ~~For purposes of this section, heavy commercial vehicle shall be defined as any truck, bus, tractor, trailer or semi-trailer having a gross vehicle weight rating in excess of twelve thousand (12,000) pounds, excluding major recreational vehicles.~~ The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles or vehicles such as pick-up trucks, vans, or cars, even if they include decals for the business, if they are used by the property occupant on a daily basis for normal transportation and are not used at the property for commercial purposes.

Commercial vehicles do not include those for which their parking at a residential property is ancillary to the residential use of the property. Examples of indications that the commercial purpose is primary, rather than ancillary, include, but are not limited to, more than one vehicle displaying the information of a commercial business, the loading of employees or equipment on the residential property or adjacent right of way, and the parking of the vehicle with displays of information of a commercial business is on the right of way and associated with a home-based business as described in Chapter 559, Florida Statutes.

No commercial equipment allowed to be carried on a rack on a vehicle or exposed in the vehicle's bed (e.g. Including, but not limited to ladders, pipes, cables, wiring, tools, machines and other electrical/mechanical equipment.).

Any vehicle with more than two axles and four regular-sized tires shall be considered a commercial vehicle. Any vehicle that utilizes anything other than tires (e.g., skids, belts, or similar items) shall be deemed commercial equipment and be prohibited.

Commercial vehicle shall mean any vehicle more than 5,500 pounds curb weight.

Senior Center Research

Research Direction from Council

- Provide a detailed financial accounting - what's been spent to date and on what?
- What is the value of the building (it sits on CONB property which includes Public Works)?
- Donations – What has been received and what are any conditions by the donor? How much if any must be returned if the building were sold?
- What if anything else would be needed to complete the project?
- What would be the source of funds for the remaining improvements?

Expenses and Market Value

Senior Center – Forest Avenue Expenses

Contract with Vanguard Modular (9/18/20)

- Original contract was \$400,000, with one change order of \$6,050
- Six separate structures assembled on-site for a total footprint of 84' x 60' (5,000 ft²)

Vanguard Contract Items

• Structures	\$328,572
• Set-up/Erection	\$24,451
• Poured concrete pier footers	\$23,836
• Delivery	\$9,655
• Accordion wall in Module B	\$8,218
• Hardie Panel skirt	\$4,268
• Change order	<u>\$6,050</u>
	\$406,050

CONB CIP Fund net \$516,677.18*

* Report dated 2/17/23 for FY20-23 (acct 300-1110-569-60-65); does not include recent architect invoice and Beaches Leader advertisement

	<u>Debits</u>	<u>Credits</u>
FY20	\$200,000.00	\$100,000.00
FY21	\$382,283.57	\$52.90
FY22	\$29,973.95	\$0.00
FY23	<u>\$4,472.56</u>	<u>\$0.00</u>
	\$616,730.08	\$100,052.90

City Manager report Fall 2022:

Total Expenses from Better Jax 1/2 cent Sales	\$	400,000.00
Tax	\$	
Total Expenses from Donations	\$	112,174.87
TOTAL	\$	<u>512,174.87</u>

Senior Center – Potential Cost Recovery in a Sale

CONB Expenses

- Net CIP expenses, report dated 2/17/23 \$516,677
 - Architect invoice and Beaches Leader advertisement \$989
- \$517,666

Items not recoverable to CONB in a sale

- Vanguard contract items
 - Set-up/Erection - \$24,451
 - Poured concrete pier footers - \$23,836
 - Delivery - \$9,655
 - Hardie Panel Skirt - \$4,268
 - C.O. - exterior work due to HVAC removal - \$6,050
- Electrical transformers - \$31,369
- Replacement HVAC units and duct work - \$30,108
- Architect invoicing to date (lump sum \$35,721*) - \$28,529
- Other expenditures (e.g., water/sewer, furnishings) - \$21,610

Potential for Recovery: \$337,790 **

* Scope of Service document notes lump sum; purchase agreement notes not to exceed

** Does not include towing items that were removed, Vanguard HVAC units, Vanguard accordion wall (\$8,218)

Senior Center – Buyer Value Considerations

- Disassembly – Much different than assembling new from factory (setup was \$24k)
- Transport
 - Location could be a pro or con depending on buyer location relative to new structure manufacturer versus Neptune Beach
 - Trailer wheels, hitch etc. must be provided or purchased
- HVAC – value and operability of Vanguard units is unknown; doubtful bidder will pay for both Vanguard and those purchased and installed by CONB (\$30,108)
- Potential cost to re-install the Vanguard HVAC units
- Codes
 - Did removing the Vanguard HVAC units, thereby modifying the building envelope, affect the building code certification? If so, costs associated with restoring those units and/or engineer recertification.
 - Reciprocity of approval in other states - Does the Florida state label limit its use to Florida?
 - Is the 140 MPH VASD Wind Load/180 VULT overbuilt for non-coastal areas?
- Accordion wall cost could be recovered if valued by the buyer (\$8,218)
- Retrofit for sprinkler system if buyer's potable water system cannot provide 1,000 gal/min. The drop ceiling that was added to hide HVAC duct work may or may not be salvaged.
- Wall height of 9' 6" (finished 9' 0") was an upcharge and may not be valued by a bidder

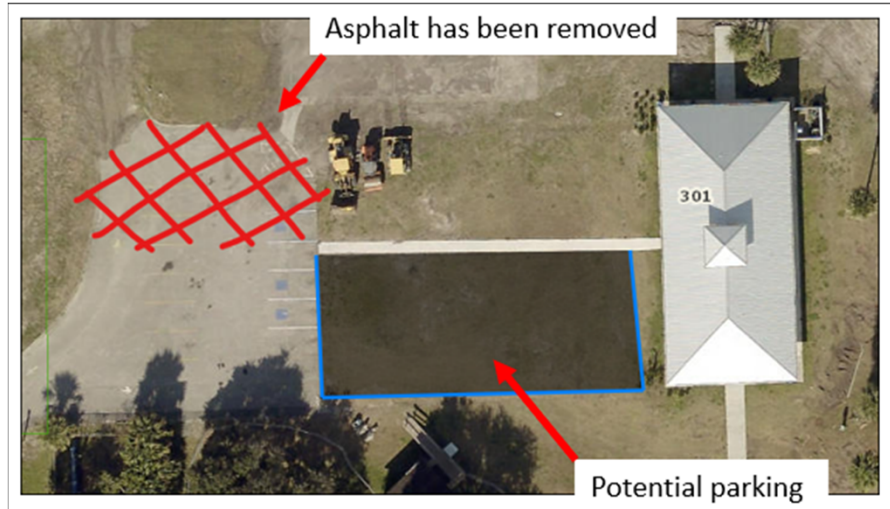
Senior Center – Feedback from Potential Buyers

- Reached out to various modular manufacturers/vendors to gauge their interest and to pose questions regarding marketability
 - Representative for successor company to Vanguard was not interested in purchasing
 - Another was not interested in purchasing
 - Third vendor:
 - Does not typically purchase used
 - Noted the building's large footprint would limit the number of buyers
 - Removal of the HVACs modified the state approved plans for the building and "will typically" require recertification
- Posted to DemandStar from April 11 – April 26
 - No requests for touring or other questions were received
 - Two bids of zero dollars were received.

Neptune House Alternative

Neptune House Alternative

- Square footage considerations for community use - roughly 2,200 ft² versus 5,000 ft² at the Senior Center
- Kitchen - Senior Center has a kitchen, Neptune House does not
- Parking
 - COJ parking standard for community centers – One space for each 200 ft² means roughly 11
 - Estimate received for asphalt parking, striping and signage for seven spaces is \$37k...scaled up to 11 is \$45k
 - Senior Center plan provides 24 total spaces
 - Neptune parking could be taken by others visiting Jarboe Park
- In FY23 there have been 13 bookings of Neptune House



Utilization Data

Senior Center – Usage and Impact Data

Definitions

- “Unduplicated” - individual persons registered with Senior Center
- “Duplicated” - number of times those individuals have attended an event
- “Guests” are persons not registered with Senior Center

Data* from original Forest Street location:

Event Statistics from 10/01/2018 to 03/31/2019				
Category	Duplicated	Unduplicated	60 and Over Guests	Under 60 Guests
Arts and Crafts	1149	126	22	1
Cultural Event	227	153	16	0
Fitness/Exercise	5361	334	47	0
Health	18	18	3	0
Health Screening	316	91	4	6
Information Sharing	600	343	52	2
Life Long Learning Class	159	61	18	0
Recreation	1671	188	21	0
Social Event	278	174	58	6
Total Event Signins	9779	964	241	15

Data* from Atlantic Blvd location:

Event Statistics from 10/01/2019 to 03/31/2020				
Category	Duplicated	Unduplicated	60 and Over Guests	Under 60 Guests
Arts and Crafts	1307	216	15	1
Cultural Event	58	48	3	0
Fitness/Exercise	5078	323	37	0
Health Screening	195	24	7	0
Information Sharing	373	219	31	1
Life Long Learning Class	118	64	20	0
Recreation	1256	163	19	0
Social Event	236	170	57	0
Total Event Signins	8621	767	189	2

* Provided by L. Lyne

- Covid shut down operations in March of 2020 – data provided above is for five months of both fiscal years

Senior Center – Usage and Impact Data

FY23 Usage Data

- Senior Center just reopened February 1, 2023
- Participation data collected is roughly February 1 through March 31 of FY23

Event Statistics from 10/01/2022 to 09/30/2023				
Filters:				
	Age:	>=0		
	Site(s):	All		
Category	Duplicated	Unduplicated	60 and Over Guests	Under 60 Guests
Arts and Crafts	148	41	2	0
Cultural Event	122	81	2	3
Fitness/Exercise	979	181	24	6
Health	89	41	6	2
Health Screening	18	18	0	0
Information Sharing	26	17	0	0
Life Long Learning Class	8	8	0	0
Recreation	248	74	5	3
Social Event	170	136	14	0
Total Event Signins	1808	396	53	14

Financial Impact for the Community

- Events contribute dollars for instructors, charters, event costs, restaurants, symphony, museum, theater, etc. all paid by the individuals who are participating

Donations

Senior Center – Donations

Donor	Amount	Source	Purpose
Jane Bull Memorial	\$3,270	Senior Activity Director's spreadsheet: Jane Bull Memorial Donations.xlsx	Dance/fitness room and main lobby
Numerous	\$146,029	Senior Activity Director's spreadsheet: Patronicity Donor List Received.xlsx; reduced by \$10k per Director due to duplicate entry	Leach – mirrors Delores Barr Weaver Foundation – kitchen Eckstein Foundation – porch JBWC – community room
Numerous	<u>\$208,600</u>	Senior Activity Director's spreadsheet: Additional Donations.xlsx	COJ (\$75k) Eckstein Foundation (\$100k) – porch Jax Beaches Women's Club (\$18k) – community room Oceanside Rotary Club (\$5k) – reception area Schwartz (\$5k) – furnishings
	\$357,899		
	<u>\$100,000</u>		Eckstein Trust (\$100k) – verbal commitment 4/17/23
	\$457,899		

Senior Center FY 23 Budget

Senior Center – FY23 Budget through March

Revenue

- CDBG/COJ is “Physical Environment”
- General Fund funding has not been provided FY23 YTD
- “Senior Center (CDBG) Donation” line – \$75k believed to be from COJ (9/2022 L. Lyne spreadsheet entry note for additional HVAC, transformer and design for exterior improvements)
- Participant fees about \$8k FY23 YTD
- FY23 YTD – 13 bookings have generated about \$3k in rental income to 001-0000-362-75-00

Expenses

- Primarily personnel related
- Grant travel – day trips paid for by participant fees, including buses
- Professional Services – fees paid to instructors

 Neptune Beach, FL		Budget Report for Short Fiscals Account Summary For Fiscal: 2022-2023 Period Ending: 03/31/2023					
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 103 - CDBG FUND (SENIOR CENTER)							
Revenue							
103-0000-337-30-00	PHYSICAL ENVIRONMENT	48,000.00	48,000.00	33,320.84	33,320.84	-14,679.16	30.58 %
103-0000-341-75-00	Class Fees	39,911.04	39,911.04	3,520.00	3,520.00	-36,391.04	91.18 %
103-0000-341-76-00	Travel Fees	32,748.96	32,748.96	3,072.70	3,072.70	-29,676.26	90.62 %
103-0000-381-10-00	TRANSFER FROM GENERAL FUND	65,000.04	65,000.04	0.00	0.00	-65,000.04	100.00 %
103-0000-383-00-00	SENIOR CENTER (CDBG) DONATION	11,499.96	11,499.96	360.00	78,360.00	66,860.04	681.39 %
Revenue Total:		197,160.00	197,160.00	40,273.54	118,273.54	-78,886.46	40.01 %
Expense							
103-1110-565-10-12	REGULAR SALARIES	89,499.96	89,499.96	0.00	34,153.59	55,346.37	61.84 %
103-1110-565-10-21	FICA	5,750.04	5,750.04	0.00	2,036.70	3,713.34	64.58 %
103-1110-565-10-22	RETIREMENT CONTRIBUTIONS	6,875.04	6,875.04	0.00	3,401.70	3,473.34	50.52 %
103-1110-565-10-23	LIFE & HEALTH INSURANCE	10,974.96	10,974.96	0.00	4,349.40	6,625.56	60.37 %
103-1110-565-10-24	WORKERS' COMPENSATION	750.00	750.00	24.54	49.08	700.92	93.46 %
103-1110-565-10-25	Medicare	1,500.00	1,500.00	0.00	476.33	1,023.67	68.24 %
103-1110-569-30-31	PROFESSIONAL SERVICES	41,570.04	41,570.04	1,080.00	1,080.00	40,490.04	97.40 %
103-1110-569-30-34	OTHER CONTRACTUAL SERVICES.	0.00	0.00	65.00	390.00	-390.00	0.00 %
103-1110-569-30-39	GRANT TRAVEL	0.00	0.00	0.00	5,125.00	-5,125.00	0.00 %
103-1110-569-30-40	TRAVEL & PER DIEM	999.96	999.96	0.00	705.63	294.33	29.43 %
103-1110-569-30-41	COMMUNICATIONS SERVICES.	2,100.00	2,100.00	0.00	223.22	1,876.78	89.37 %
103-1110-569-30-43	UTILITY SERVICES	8,000.04	8,000.04	0.00	342.87	7,657.17	95.71 %
103-1110-569-30-45	INSURANCE	4,500.00	4,500.00	1.46	2.92	4,497.08	99.94 %
103-1110-569-30-46	REPAIRS & MAINTENANCE	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
103-1110-569-30-48	PROMOTIONAL & ADVERTISING	999.96	999.96	0.00	0.00	999.96	100.00 %
103-1110-569-30-49	OTHER CURRENT CHARGES	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
103-1110-569-30-51	OFFICE SUPPLIES	5,000.04	5,000.04	0.00	0.00	5,000.04	100.00 %
103-1110-569-30-52	OPERATING SUPPLIES	5,000.04	5,000.04	0.00	0.00	5,000.04	100.00 %
103-1110-569-30-90	SENIOR TRIPS	0.00	0.00	0.00	-1,140.00	1,140.00	0.00 %
Expense Total:		189,520.08	189,520.08	1,171.00	51,196.44	138,323.64	72.99 %
Fund: 103 - CDBG FUND (SENIOR CENTER) Surplus (Deficit):		7,639.92	7,639.92	39,102.54	67,077.10	59,437.18	-777.98 %
Report Surplus (Deficit):		7,639.92	7,639.92	39,102.54	67,077.10	59,437.18	-777.98 %

Fire Protection

Senior Center – Fire Protection

- CONB Fire Marshal has determined potable water system does not provide sufficient flow to meet needs of the Senior Center, a commercial building
- Governing standard is National Fire Protection Association (NFPA) Code/Standard 1, Fire Code, Chapter 18, Fire Department Access and Water Supply
 - 18.4.5.3 Buildings Other Than One- and Two-Family Dwellings

18.4.5.3.3

Required fire flow shall be reduced by 75 percent when the building is protected throughout by an approved automatic sprinkler system, which utilizes quick response sprinklers throughout. The resulting fire flow shall not be less than 600 gpm (2270 L/min).

- First fire contractor gave budget of \$22k internal to building only... roughly \$10k additional for pipe to the ROW and backflow. Does not include tapping of the city's water pipe.
- Second contractor roughly \$17k internal to building

Remaining Expenses and Funding

Remaining Expenses and Funding

- Contractor's bid is valid through May 28 (60 days after bid opening)
- Contractor bid \$463,305.84
 - Could reduce scope – ADA ramp only, park on grass, etc.
- Fire sprinkler – budget \$35k for internal to building, pipe to ROW and water main tapping cost



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

AGENDA ITEM:	City Hall Roof Replacement – Project Update
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	April 26, 2023
BACKGROUND:	City Hall roof replacement was advertised for bid on DemandStar and in a local newspaper on March 7, 2023. At the bid opening on April 14, 2023, no bids were received. Staff reached out to various contractors attempting to determine why no bids were received and to ensure future bidders. CONB's consulting engineer noted they are finding smaller jobs are not attracting bidders. They will attempt to work through general contractors to reach roofing contractors to encourage future bidding. Three roofing contractors reached out with various suggestions to be considered by the consulting engineer: 1. Adjust the minimum qualifications from a General Contractor License to a Roofing Contractor License. This suggestion was accepted. 2. In addition to the roofing system originally specified, include a generic specification to accommodate other roofing systems for consideration. This suggestion was accepted. 3. Completing a simpler roof coating instead of a full replacement. This suggestion was not accepted, as a full replacement is necessary. The consulting engineer believes six weeks should be budgeted for the entire project, which includes three weeks for roof replacement. Rebidding now should include a discussion about construction continuing early into storm season. Staff met with a general contractor and solar company on 4/26/23 to further evaluate the project, in particular the solar panels and their effect on the cost of the project relative to their remaining life: 1. Solar panels were installed in 2009 and are no longer supported. 2. Electric usage and credit data has been received from Beaches Energy and is being evaluated. Exploring the opportunity to gather energy data on each panel to determine life left. 3. Contractor questioned the need to replace the standing seam metal roof; staff to discuss with consulting engineer.
BUDGET:	Previously approved FY23 Budget – 001-1119-519-60-62 Building 78 Improvements
RECOMMENDATION:	Staff will report back regarding solar panel productivity and will attempt to estimate the removal and replacement cost on the project.
ATTACHMENT:	None



Agenda Item#9C
PORF Board Appts

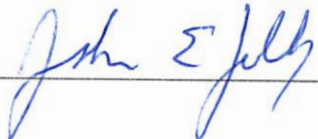
CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Item #9C-Resolution No. 2023-06, A Resolution Appointing Member to the Police Officers' Retirement Fund Board
SUBMITTED BY:	City Clerk Catherine Ponson
DATE:	April 26, 2023
BACKGROUND:	The Neptune Beach Police Officers' Retirement Board consists of five trustees. Two of the trustees are appointed by directly by Council. The terms of those two members expired on April 6, 2023.
BUDGET:	N/A
RECOMMENDATION:	Appoint two members to the PORF Board through Resolution No. 2023-06
ATTACHMENT:	PORF Board Applications



CITY OF NEPTUNE BEACH

Board Membership Application

Name: John E. Jolly		
Address: 2034 Shadow Lane, Neptune Beach, FL 32266		
Mobile Phone: 904-534-9700	Home Phone: 904-249-0225	
Email address: captjolly48@gmail.com		
Occupation: Retired	Place of Employment: N/A	
How long have you lived in the City? 40+ years		
Education	Major	Did you graduate?
High School: Tabor City High School, Tabor City, NC		Yes
College: UNC -Chapel Hill, Chapel Hill, NC	BS Sci Teaching	Yes
UNF- Jacksonville	BBA and Master of Accountancy	Yes
What are your hobbies and interests? Beekeeping and reading		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board	
XX	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
I am a CPA and have 40 plus years of government accounting for the City of Jacksonville and JEA. I also have had the privilege of serving the citizens of Neptune Beach as City Councilor for six years.		
Provide a brief explanation of your interest in being appointed to this board.		
I believe that I can again serve the citizens of Neptune Beach by using my knowledge and skills to work on the Police Retirement Fund Board.		
Are you available one night per month? Yes		
Are you a registered voter? Yes		
Signature:		Date: 6/15/18



CITY OF NEPTUNE BEACH

Board Membership Application

JAN10'22 RCVD

Name: SCOTT WILEY		
Address: 723 DAVIS ST. N.B.		
Mobile Phone: 904-626-4612	Work Phone: SAME	
Email address: SWILEY48@GMAIL.COM		
Occupation: REALTOR	Place of Employment: BERKSHIRE HATHAWAY	
How long have you lived in the City? 69 YEARS		
Education	Major	Did you graduate?
High School: FLETCHER		YES
College: JONES COLLEGE	BUSINESS	YES
What are your hobbies and interests?		
Which Board do you desire to serve on? (see back for description)		
☒	Community Development Board	
☐	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
SERVED ON NEPTUNE COUNCIL FOR A TOTAL OF		
18 YEARS PLUS VARIOUS BOARDS AS WELL.		
VICE PRESIDENT OCEAN STATE BANK / BANK OF AMERICA.		
Provide a brief explanation of your interest in being appointed to this board.		
DURING MY PAST 8 YRS ON CITY COUNCIL I WAS		
VERY INTERESTED IN THE PENSION BOARD. I ALWAYS LISTENED		
OR ATTENDED THEIR MEETINGS.		
Are you available one night per month? YES		
Are you a registered voter? YES		
Signature: Scott Wiley		Date: 1-8-22



CITY OF NEPTUNE BEACH

Board Membership Application

Name: Michael R. Phillips		
Address: 1558 Emma Lane, Neptune Beach, FL 32266		
Mobile Phone: 904-476-4126	Work Phone: 904-353-7733	
Email address: mphilips@fletcherandphillips.com		
Occupation: Attorney	Place of Employment: Law Office of Fletcher and Phillips	
How long have you lived in the City?		
June 2021 to present		
Education: Juris Doctorate - Florida Coastal School of Law	Major	Did you graduate?
High School:	Marketing and	yes
College: U. of South Carolina - Bachelor of Science	Business Management	yes
What are your hobbies and interests?		
Sports, bike riding, gardening, boating, fishing, spending time with family, going to the beach		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board	
YES	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
Actively involved in OceanSide Rotary. Past President of OceanSide Rotary.		
March 2008 -- present: Owner and Senior Managing Attorney- The Law Office of Fletcher and Phillips		
OceanSide Rotary Sponsor for Fletcher High School Interact		
Board Member for Non Profit located in downtown Jacksonville		
Florida Family Law American Inn of Court -- Master		
Former President of the U. of South Carolina Alumni Association and Gamecock Club		
Provide a brief explanation of your interest in being appointed to this board.		
I want to give back to our community and serve the city that we live.		
I am pro law enforcement and support our men and women who serve our community.		
I want to help guide the growth and development of our city so that residents and families are prioritized.		
Do my part to serve the men and women who keep our community safe.		
Are you available one night per month? yes		
Are you a registered voter? YES		
Signature: Michael R. Phillips 		Date: 03/06/2023



Agenda Item # 9D
Waste Pro Contract

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

AGENDA ITEM:	Item #9D -Waste Pro Contract
SUBMITTED BY:	City Attorney Zachary Roth
DATE:	April 26, 2023
BACKGROUND:	Neptune Beach's contract with Waste Pro expires on October 31, 2023. On April 3, 2023, Council approved to notify Waste Pro to extend the contract based on the terms of the existing contract.
BUDGET:	N/A
RECOMMENDATION:	Consider and discuss options for Waste Pro
ATTACHMENTS:	Waste Pro response and pricing received from Jacksonville Beach's RFP for solid waste collection

Catherine Ponson

From: Zachary Roth <Zachary.Roth@ansbacher.net>
Sent: Wednesday, April 12, 2023 11:06 AM
To: Elaine Brown; kerrychin@nbfl.us; Lauren Key; Nia Livingston; Josh Messinger
Cc: CM@nbfl.us; CFO; Catherine Ponson; neptune
Subject: FW: WastePro

Good morning,

Below please find WastePro's response to our request to extend the contract. Put simply, they are not willing to honor the amounts in the contract that they drafted. To compare to our current rate of \$15.80 for residential, their proposed one year extension is 250% of that figure. For commercial, the increase from the new figure is 183% of the prior of \$5.28.

To compare to the new contract with Jacksonville Beach, those rates are \$25.23 for 2023, increasing to \$33.93 in 2024, with yearly increases thereafter, for residential.

He also continues to mention resolution of the Fuel Recovery Fee and Franchise Fee issue. I've mentioned that in the past, but I believe the next necessary step is for the finance department to analyze the figures provided by WastePro to determine if they agree. I believe Danielle started that before she left, but failed to complete it. I can give more information on what we are needing to the finance department if there are any questions.

We have 30 days from our letter of April 4, 2023 to negotiate if we wish to extend for one year. Otherwise, we would likely need to consider a bid process for the contract. As a reminder, the contract expires October 31, 2023, so we have some time, but that will come upon us faster than we expect.

Best,

Zach

Zachary R. Roth

Board Certified Real Estate Attorney

Zachary.Roth@ansbacher.net
904.737.4600 ext 159

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St. Augustine:	904.429.4833
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Personal Injury:	904.737.4700

Ansbacher Law strives to provide the highest level of service. If you have any comments or concerns, please send a note to our [CARE CENTER](#) or contact Mark Thompson at 904.737.4600 x129

From: Steve Diebenow <SDiebenow@drivermcafee.com>
Sent: Tuesday, April 11, 2023 9:52 PM
To: Zachary Roth <Zachary.Roth@ansbacher.net>
Cc: David Searcy <dsearcy@wasteprousa.com>; Steve Diebenow <SDiebenow@drivermcafee.com>
Subject: RE: WastePro

Zach,

We are in receipt of your letter dated April 4, 2023. As you have observed, paragraph 5 of the existing agreement contains the operative language that, “[t]he terms and conditions as applicable to the initial term shall apply to the extended terms except for pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as shall be mutually agreed upon by the City and the Contractor.”

In response to your letter, Waste Pro proposes a twelve (12) month extension from November 1, 2023 to October 31, 2024 with the following terms:

Amend Exhibit C Residential Solid Waste 2 times per week; Recycling 1 time per week; Yard Waste 1 time per week; Bulk 1 time per week Rate \$39.53

Amend Exhibit C Commercial As needed Rate \$9.71 Per Cubic Yard

Amend Exhibit C Sludge As needed Rate \$690.00 Per Haul & Disposal

Amend Exhibit C Roll-off As needed Rate \$690.00 Per Haul & Disposal

Resolve Fuel Recovery Fee issue pursuant to Section 4.3(a)(i) – City has all the data and we look forward to any thoughts

Resolve Franchise Fee issue pursuant to Section 4.8(a) – City has all the data and we look forward to any thoughts

Amend Section 5 to clarify that the agreement, including the term of the agreement, may be amended at anytime by mutual consent of the Contractor and the City

Pursuant to the terms of the contract we should work to have this matter finalized no later than May 1, 2023 which is one hundred eighty (180) days before the end of the current contract.

We look forward to hearing from you.

Steven Diebenow

The logo for DMH&D, featuring the letters 'DMH&D' in a stylized, serif font. The letters are dark blue with a lighter blue shadow or outline, giving it a three-dimensional appearance.

From: Zachary Roth <Zachary.Roth@ansbacher.net>
Sent: Tuesday, April 4, 2023 12:43 PM
To: David Searcy <dsearcy@wasteprousa.com>

Cc: Steve Diebenow <SDiebenow@drivermcafee.com>

Subject: WastePro

Good afternoon,

Attached please find a letter regarding action taken by the Neptune Beach City Council in its meeting on April 3, 2023.

Best,

Zach Roth

Zachary R. Roth

Board Certified Real Estate Attorney

Zachary.Roth@ansbacher.net

904.737.4600 ext 159

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Catherine Ponson

From: Zachary Roth <Zachary.Roth@ansbacher.net>
Sent: Monday, April 24, 2023 4:25 PM
To: Elaine Brown; kerrychin@nbfl.us; Lauren Key; Nia Livingston; Josh Messinger
Cc: CM@nbfl.us; neptune
Subject: Jacksonville Beach Waste Disposal Bids

Good afternoon,

To assist you in evaluating the response from WastePro, I requested copies of Jacksonville Beach's bids at the time of their solicitation of waste disposal contracts. The link below includes the full bids for each, but I wanted to provide a summary of pricing. While there are many factors that are important, pricing is the easiest to compare by email. Here is the pricing from each of their four bidders for the same services as we currently have (twice weekly garbage, once weekly recycling, bulk, and yard waste):

Bidder	Residential/Small Commercial	Multifamily/Commercial
GFL	\$41.16	\$7.50
Meridian Waste	\$42.25	\$5.75
Waste Management	\$44.04	\$6.00
Waste Pro	\$32.67	\$6.50

These amounts were for the first 12 months of service.

To compare, our current rates are \$15.80 and \$5.28, and WastePro's proposal for a 12 month extension is \$39.53 and \$9.71.

Best,

Zach

<https://www.dropbox.com/scl/fo/xe1hfxn3s2fjum5p3ecge/h?dl=0&rlkey=a4jr0ail7eoxdn12a50vive80>

Zachary R. Roth

Board Certified Real Estate Attorney

Zachary.Roth@ansbacher.net
904.737.4600 ext 159

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Agenda Item #10A
CFO Placement Fee

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

AGENDA ITEM:	Item #10A – CFO Placement Fee
SUBMITTED BY:	Interim City Manager Richard Pike
DATE:	April 26, 2023
BACKGROUND:	CFO Jaime Hernandez was hired through Ascendo Resources as Interim City Manager. He was appointed permanent CFO on April 17, 2023. There is a placement fee due upon direct hiring of an Acendo employee. Included in Mr. Hernandez’s offer letter is the stipulation that he will reimburse the City if he leaves within 12 months of hiring.
BUDGET:	
RECOMMENDATION:	Consider paying the placement fee of \$22,000
ATTACHMENTS:	Ascendo invoice Offer letter

Invoice

**Bill To:**

Neptune Beach City Of Inc
Jillian McCann
2010 Forest AVE
Neptune Beach, FL 32266

Invoice # 10237
Amount \$22,000.00
Invoice Date 4/18/2023
Due Date 4/18/2023
Terms Net 0
Purchase Order

Check Payment Remit To:

Ascendo Resources LLC
500 W Cypress Creek, Suite 230
Fort Lauderdale, FL 33309

ACH/Wire Remit To:

ABA number: 066011392
Account number: 2532231105

Description	Quantity	Rate	Amount
Hernandez, Jaime - Chief Financial Officer - Placement Fee			22,000.00

TOTAL DUE	\$ 22,000.00

If you have questions, please contact us at 954-378-0001

City of Neptune Beach

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 • FAX (904) 270-2417



April 5, 2023

Mr. Jamie Hernandez
5647 Coldstream Ct.
Jacksonville, FL 32222

RE: Offer Letter – Neptune Beach Chief Financial Officer

Dear Mr. Hernandez:

The City of Neptune Beach is pleased to offer you the position of Chief Financial Officer. Your initial salary will be **\$115,000.00** annually, plus full benefits to include health insurance, 401a and 457b plans. You will have the opportunity for a five (5%) salary increase upon successful completion of a six (6) month probationary period.

Please be advised that if employment with the City of Neptune Beach ceases due to any cause other than termination at any time during the first twelve (12) months of employment you will be required to reimburse the City for all expenses incurred in connection with retaining your services from Ascendo staffing agency.

Congratulations! We look forward to you joining our team and working alongside you as we unite to make Neptune Beach the best City in America to live, work and play.

Please indicate your acceptance of this offer, contingent upon passing a background check and a mandatory drug test, by signing and dating this letter in the space provided at the bottom.

Respectfully,

Chief Richard Pike
Interim City Manager

Jamie Hernandez

4-5-2023
Date



Agenda Item # 10B

Dancin' in the Street Annual Event

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

AGENDA ITEM:	Dancin' in the Street Annual Event
SUBMITTED BY:	Cheryl Bäck, Asst. to the City Manager
DATE:	05/01/2023
BACKGROUND:	This item seeks approval by Council for the 2023 Dancin' in the Street Town Center event which will involve the closure of City streets and a one-day waiver of the City's open container ordinance. The event will be held on Saturday, May 20, 2023, from 11:00 am until 9:30 pm. The attached conditional approval letter has been carefully drafted with extensive input from the Neptune Beach Police Department as well as feedback from the City's Project Manager and Community Development Director.
BUDGET:	N/A
RECOMMENDATION:	To approve the annual event as stipulated by the City Manager's conditional approval letter.
ATTACHMENT:	Attached is the draft conditional approval letter for the 2023 Dancin' in the Street event. Supplemental documentation includes the completed Special Events Application, signed Hold Harmless Agreement, and event site map.

May 1, 2023

Ms. Patsy Bishop
Town Center Agency, Inc.
109 First Street
Neptune Beach, FL 32266

Dear Ms. Bishop:

Thank you for your letter asking permission to conduct the annual Dancin' in the Street event on Saturday, May 20, 2023, from 11:00 am to 9:30 pm. I understand that your request includes the closing of streets that perimeter Town Center on May 20th from 5:00 am to 11:00 pm. These streets include Atlantic Blvd. to Second Street and First Street from Atlantic Blvd. to Orange Street. Additionally, you are asking for the closure of the 100 block of Atlantic Blvd. from May 19th to May 21st at Noon for stage setup and breakdown.

Further, you request the use of the Neptune Beach City Hall Chambers on May 20th for banking purposes. Alcohol is strictly prohibited within the City Hall building and may not be consumed on the premises.

Lastly, your request also includes the waiver of the open container ordinance for the day to allow alcohol sales by the Town Center Agency, Inc. within the bounds of the event.

By way of this letter, the City of Neptune Beach is conditionally granting permission for this event. Conditions are as follows:

- 1.) Must meet and adhere to all rules established by the City Manager's Office of the City of Neptune Beach
- 2.) **Proof of liability for at least \$1 million naming the City of Neptune Beach as additional insured must be provided no later than 48 hours prior to the event.**
- 3.) A contact name and number of a person in a position of responsibility must be provided for the event (*on file*).
- 4.) Adherence to all laws and ordinances pertaining to the City of Neptune Beach, the State of Florida, and the Federal Government, except the open container ordinance within the festival perimeter
- 5.) Inspection of the event by a City of Neptune Beach designated Fire Marshal to ensure the use of tents, etc., adhere to city code
- 6.) Noise, such as microphones, bullhorns, amplified music, etc., must be kept to a minimal level and shall not be used before 9:00 am or after 9:30 pm.
- 7.) Participants are prohibited from bringing coolers, backpacks, or alcoholic beverages into the event area.
- 8.) Signage posted notating prohibited items that are visible before entry points and in the outer Town Center vicinity
- 9.) No bicycles, skateboards, or pets/animals permitted within the event perimeter.
- 10.) Promoter must hire sixteen (16) Off-Duty Police Officers at \$55.00 per hour; pay rates for Police Officers from other jurisdictions will be paid at the rate set by that respective agency.
- 11.) Town Center Staff must be actively available from the time of street closures until streets reopened and all personnel has been compensated as agreed. Town Center must provide a volunteer or staff at each entrance gate.
- 12.) The Town Center Agency must hire at least two (2) off-duty Florida Licensed Paramedics. In addition to standard medical equipment, paramedics must be equipped with JFRD med coms and AED.

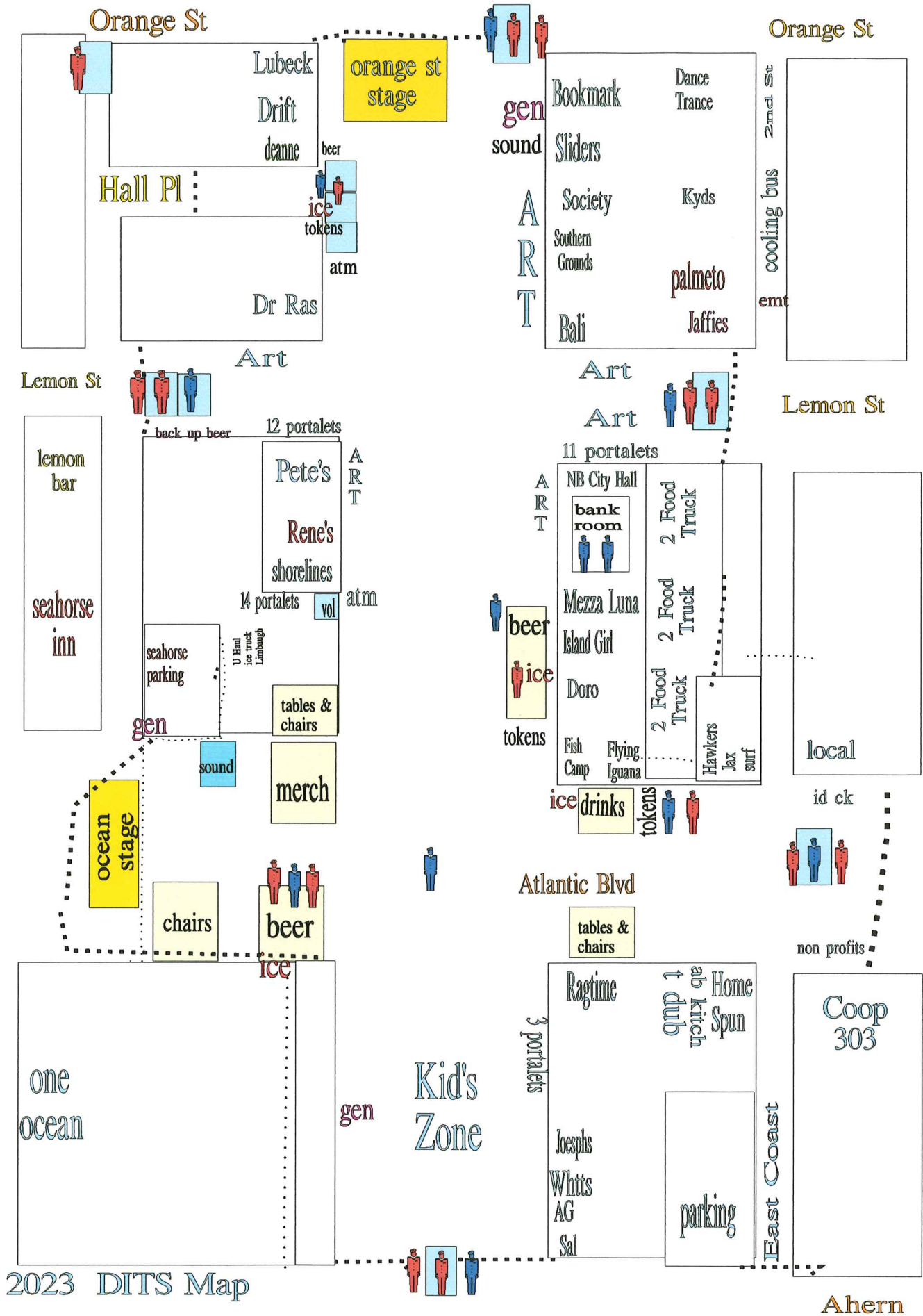
- 13.) Promoter must provide traffic control devices determined necessary to close streets and control area traffic, inclusive of the following:
- Cones
 - Road Closed Signs
 - Local Traffic Signs
 - Water Barricades
 - Bike Racks
 - Break-Away perimeter fencing
 - Parking Areas /Security Policy signage posted
- 14.) Must contract with a State of Florida licensed security company to provide a minimum of two (2) uniformed security officers at each entry/exit gate. A security company representative must complete a venue walk-thru with the police department one week prior to the event. Security Officer's duties shall include, but are not limited to:
- Access Control all entry gates-Bag Searches
 - Must have a "Metal Detection Wand" at each access gate for mandatory searches of all patrons entering the event
 - I.D. checks for over 21 at token/wristband locations.
 - Security Officers must be 2-way radio equipped.
- 15.) Promoter must hire (2) off-duty NB Public Works employees to assist with the setup and breakdown of traffic control devices and removal of trash from the venue at a rate of \$40.00 per hour; BTCA shall provide staff to regularly bag and remove debris and refuse during the event. BTCA shall be required to provide trash bags and temporary trash receptacles placed throughout the venue.
- 16.) Town Center vendors, volunteers, and event staff shall not consume alcoholic beverages.
- 17.) Areas used must be free of debris when the event is completed.
- 18.) The City assumes no liability for any accident or injury that may occur during the event, and your organization will hold the City harmless should any occur.
- 19.) Failure to abide by any of the conditions set forth could result in the event being shut down at any time.

Please let me know if you have any questions or need further information regarding these stipulations.

Sincerely,

Chief Richard Pike
Interim City Manager

cc: Michael Key, Interim Chief of Police, NBPB
Gary Snyder, Commander, NBPB
Dustin Kamppi, Sergeant, NBPB
Heather Whitmore, Community Development Director





Food Truck/Mobile Vendor/Special Events Application

Please attach the following information with your application (subject to change):

- Site Plan showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- Proof of liability insurance covering at least \$1,000,000
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- Hold Harmless Agreement for Special Events

Applicant Name: <u>Patsy Bishop</u>	Applicant Phone Number: <u>904-485-0188</u>
Applicant Address: <u>1st St Athletic Blvd, Lemon St</u>	Applicant Email: <u>bishopbeach@yahoo.com</u>
Property Owner:	Property Owner Phone Number:
Property Owner Address:	
City: <u>Neptune Beach</u>	State/Zip: <u>FL 32266</u>
Property Owner Email:	
Description of Event: <u>Dancing in the Street - Music, Food Trucks, Art Show Kids Zone</u>	
Address of Event: <u>Blakes Town Center</u>	Date(s) of Event: <u>MAY 20, 2023</u>
Event Time(s): <u>Set up 6:00 AM event 11:00 - 9:30</u>	Event Sponsor Name (if different from property owner) and Contact Person:
Event Sponsor Address: <u>Shorelines 109 First St Neptune Beach.</u>	
Event Sponsor Email: <u>bishopbeach@yahoo.com</u>	

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)

Patsy Bishop
Signature of Applicant

3/13/2023
Date

Signature of Property Owner

Date

State of Florida
County of Duval

(Notary Seal)

Subscribed and sworn to before me on this 17th day of March, 2023
Patsy Bishop who is personally known to me



ROSEMARY A. MARRERO
Commission # HH 343261
Expires February 27, 2027

or has presented N/A, as identification.

Rosemary A. Marrero
Notary Public

Official Use Only

☐ APPROVED w/ CONDITIONS:

☐ DENIED:

Signature:

Date:



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasors"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasors shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasors shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasors shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasors. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Patsy Bishop

Contact Phone Numbers:
CELL 904-985-0188 WORK 904-246-9133

Signature of Applicant Patsy Bishop
Date 3/13/2023



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

AGENDA ITEM:	Elevated Water Tower Renovation and Cellular Antenna Retrofit
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	April 25, 2023
BACKGROUND:	CONB has an annual service agreement with Utility Service Co., Inc., now Suez, for inspection and maintenance activities. This agreement has been in place since 1997. Staff found a Purchase Authorization for this work signed by CONB officials in May 2022 but no evidence of submission to Council for approval. The work was not performed in FY22 and is now scheduled to begin early June 2023. Scope of work with respect to costs: • Utility Service Co., Inc. – Exterior coating system, interior renovation, repair/replace various components, any other steel repairs as needed • CONB – Exterior containment of sand blasting operation, removal of hazardous waste, two new sample ports at bottom of riser • T-Mobile and Verizon – Antenna-related demo and rebuild Logo-related expenses are not included in this request.
BUDGET:	Water Capital 401-4336-536-60-63 / Improvements – Not Buildings FY23 Budget = \$1,250,000.04, Available = \$1,249,229.11
RECOMMENDATION:	Approval of purchase order with Utility Service Company, Inc. in the amount of \$157,670.00
ATTACHMENT:	Continuing services contract and backup documentation including scope of work responsibilities by entity

CITY OF NEPTUNE BEACH, FLORIDA

116 First Street
(904) 270-2400 - Fax: (904) 270-2417

Order #: TBD

PURCHASE AUTHORIZATION

Vendor Name: UTLITY SERVICE CO, INC,
Vendor Address: PO BOX 207362
DALLAS, TX 75320-7362

Date: 4/11/2023
Phone Number: 855-526-4413
Contact: STEPHEN CALHOUN

Requesting Department: WATER

Account to Charge: 401-4336-536-6063

Purpose or Use: WATER TANK RENOVATION & RETROFIT

Vehicle or Equipment Number: _____

Quotes (check the appropriate box)

- ☐ \$500-\$999 Two verbal quotes
☐ \$1,000-\$9,999 Three quotes signed by vendor
☐ \$10,000 and over-Appropriate Authorization and Project Approved by Council

Quantity	Description	Price	Total
1	EXTERIOR CONTAINMENT / HAZARDOUS WASTE REMOVAL SEE QUOTE ATTACHED & ATTACHED SCOPE OF WORK RESPONSIBILITIES BY ENTITY		\$ 157,670.00
TOTAL AMOUNT OF PURCHASE			\$157,670.00

- All payments shall be made in accordance with FL Statute Ch. 218 the Florida Prompt Payment Act, (herein know as 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 payments. The Vendor shall make all payments to their material suppliers, vendors, and subcontractors in accordance with the Act.
- All deliveries shall be F.O.B. Destination.
- No policies of the Vendor available on the Vendor's website or retained in the Vendor's office are incorporated by reference nor shall be deemed to be part of the Purchase Authorization, contract or agreement, unless the same is fully attached to this Purchase Authorization.
- With respect to any indemnification under the Purchase Authorization, 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.
- The Purchase Authorization, contract or agreement shall be governed by the laws of the State of Florida, any disputes to this Purchase Authorization, contract, or agreement which are not resolved by both parties shall be adjudicated in a court of competent jurisdiction within Duval County, Florida.
- The City objects to any additional or different terms and conditions contained on the Vendor's quote, invoice, website, packing slip or other instruments of service.

APPROVED:


Department Head

4.11.23
Date

APPROVED:

Finance Director

Date

APPROVED:

City Manager

Date

Prepared by:

CITY OF NEPTUNE BEACH, FLORIDA

116 First Street
(904) 270-2400 - Fax: (904) 270-2417

Order #: PW22-15290

PURCHASE AUTHORIZATION

Vendor Name: UTILITY SERVICE CO, INC,
Vendor Address: PO BOX 207362
DALLAS, TX 75320-7362

Date: 4/29/2022
Phone Number: 855-526-4413
Contact: STEPHEN CALHOUN

Requesting Department: WATERAccount to Charge: 401-4336-536-6063Purpose or Use: WATER TANK RENOVATION & RETROFIT

Vehicle or Equipment Number: _____

Quotes (check the appropriate box)

- _____ \$500-\$999 Two verbal quotes
_____ \$1,000-\$9,999 Three quotes signed by vendor
_____ \$10,000 and over-Appropriate Authorization and Project Approved by Council

Quantity	Description	Price	Total
1	EXTERIOR CONTAINMENT / HAZARDOUS WASTE REMOVAL SEE QUOTE ATTACHED & ATTACHED SCOPE OF WORK RESPONSIBILITIES BY ENTITY		\$ 157,670.00
TOTAL AMOUNT OF PURCHASE			\$157,670.00

1. All payments shall be made in accordance with FL Statute Ch. 218 the Florida Prompt Payment Act, (herein know as 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 payments. The Vendor shall make all payments to their material suppliers, vendors, and subcontractors in accordance with the Act.
2. All deliveries shall be F.O.B. Destination.
3. No policies of the Vendor available on the Vendor's website or retained in the Vendor's office are incorporated by reference nor shall be deemed to be part of the Purchase Authorization, contract or agreement, unless the same is fully attached to this Purchase Authorization.
4. With respect to any indemnification under the Purchase Authorization, 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.
5. The Purchase Authorization, contract or agreement shall be governed by the laws of the State of Florida, any disputes to this Purchase Authorization, contract, or agreement which are not resolved by both parties shall be adjudicated in a court of competent jurisdiction within Duval County, Florida.

APPROVED: _____

Department Head

Date

APPROVED: _____

Finance Director

Date

APPROVED: _____

City Manager

Date

Prepared by: _____



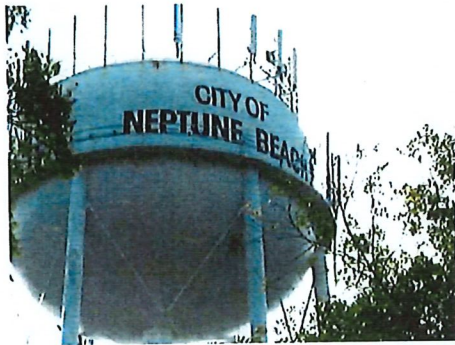
Description: Water Tower Interior / Exterior Rehab

Budget: \$550,000.00

Remaining: \$342,222.37 +184,552.37

Fund: 401-4336-536-60-63 / "water improvements, not buildings"

Pictures/Maps:



Background:

The City has an annual agreement beginning in 1997 with Utility Service co., inc. for our 300,000-gallon elevated water tower. Utility Services co., inc. is now owned by SUEZ who conducts our annual inspections. In this agreement on page 1 of 3 (see attached) it states, "the need for exterior painting to be determined by the appearance and protective condition of the existing paint". Please see the attached most current annual inspection report that specifies the interior and exterior requires full sandblasting, rust removal, coral and catwalk replacement, and a full interior / exterior painting.

City Responsibility:

The contract specifies on page 3, "this contract does not include the containment or disposal of any hazardous waste materials" which has understood to be the City's responsibility to cover the cost of the exterior containment structure to protect neighboring residents any impact of the sandblasting and the removal of that sand and all rusted metal removed from the tower. Please see attached proposal from SUEZ which details the City's responsibilities and our cost.

Contractors Responsibility:

It has been determined that the rust on the exterior has been caused by the mobile carrier attachments and antennae and are responsible for that cost. Please see attached form that shows T-Mobile and Verizon are paying \$80,000 each respectively. SUEZ is assuming the cost of all paint, labor, and supplies to the amount of \$100,00 - \$150,000.



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
suez-na.com

Date: 4.19.2022

Submitted by: **Stephen Calhoun**

Local Phone: **478-960-1066**

SFID:

CN:

SO:

Proposal Submitted To: City of Neptune Beach, FL			Phone Number: 904-270-2400		Fax Number:	
Street Address: 116 First Street			Description of Work to be Performed: Exterior Renovation Containment			
City: Neptune Beach		State: FL	Zip Code: 32266	Tank Name: Florida Blvd. Tank		
Accounts Payable Contact Name:		Email: wwchief@nbfl.us		Job Site Address: 1315 Florida Blvd. Neptune Beach, FL		
Job Contact (Inspection Reports): Adam Prestidge		Email: wwchief@nbfl.us		County / Parish: Duval	Tank Size: 300,000 Gallon	
				Tank Style: Elevated		

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Exterior Containment / Hazardous Waste Removal

All exterior surfaces shall be abrasive blast cleaned to a "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6.
After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
A containment system shall be utilized to meet the emission control requirements of a Class 3 System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations.
An onsite dust collector shall be utilized during all abrasive blasting operations.
Add two threaded sample ports at base of riser.

Notes:

1. No state or federal permits are required for the scope described in this document.
2. Coating specification below to be applied under the existing tank asset management agreement:

- One (1) full first coat of zinc coating shall be applied to 100% of exterior surfaces, per manufactures recommendations.
- One (1) full intermediate coat of epoxy coating shall be applied to 100% of exterior surfaces, per manufactures recommendations.
- One (1) full finish coat of urethane coating shall be applied to 100% of exterior surfaces, per manufactures recommendations.

Please sign and date this proposal and fax one copy to our office.

One Hundred Fifty-Seven Thousand Six Hundred Seventy and -----00/100 Dollars 157,670.00

Payment to be made as follows:

Payment Due In Full Upon Completion of Work – plus all applicable taxes

Remittance Address: **Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
USCI Signature

Edward Faust

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month _____

Signature _____

Date of Acceptance _____

Printed Name _____

Florida Boulevard Elevated Water Tank – 2022 Tank Renovation & Antenna Retrofit

Scope of Work responsibilities by Entity

Utility Service Co., Inc. (SUEZ)

Approximately \$100,000 - \$150,000

- Apply full 3 coat coating system (zinc, epoxy, urethane) to all exterior surfaces after exterior blasting operations
- Full interior renovation (SSPC – SP10 prep, 2 full coat epoxy system, stripe coat weld seams)
- Repair / replace exterior leg and dome ladder
- Repair / replace wind and riser rods as needed
- Replace roof vent
- Repair / replace roof hatch
- Any other steel repairs as needed

T-Mobile

\$80,000

- New roof corral
- Remove and replace existing, damaged balcony handrail
- Coatings associated with new steel work

Verizon

\$80,000

- Remove existing roof corral
- New roof corral
- Remove antenna post at center of tank roof
- Coatings associated with new steel work

City of Neptune Beach, FL

\$157,670

- Exterior containment
- Removal of hazardous waste
- 2 new sample ports at bottom of riser



Jobsite Outline is shown in Red
Caution Tape border shown in
yellow to leave walking trail
open during renovation.

Angie Bridges

From: Michael Owens
Sent: Tuesday, April 11, 2023 8:43 AM
To: Deryle Calhoun; Lisa Dabbah
Cc: Angie Bridges; Colin Moore; Jason Lupson; CFO
Subject: RE: Water Tank Renovation

Hi Deryl.

If you want to encumber those funds ask Angie to submit a requisition. From what I remember I think \$170k was budgeted for the repairs.

Thanks



Michael Owens, MBA, FPC

Senior Accountant

City of Neptune Beach

116 1st St.

Neptune Beach, FL 32266

Phone: (904) 270-2400; ext.40

Email: accountant@nbfl.us

From: Deryle Calhoun <dpw@nbfl.us>

Sent: Monday, April 10, 2023 4:14:16 PM

To: Michael Owens <accountant@nbfl.us>; Lisa Dabbah <accountant2@nbfl.us>

Cc: Angie Bridges <angiebridges@nbfl.us>; Colin Moore <colinmoore@nbfl.us>; Jason Lupson <pm@nbfl.us>

Subject: RE: Water Tank Renovation

Accounting team

We need to lock down about \$160k this fiscal year for the water tower work that starts in June; not sure if CONB follows GASB but I would call the work capital because it's significantly extending the tower life. Screen shot here of the water capital account. Do we encumber the funds, or is it reserve and what is pending (a bill in flight being paid?)

colinmoore@nbfl.us

904-749-0067



From: Colin Moore
Sent: Tuesday, March 14, 2023 3:31 PM
To: accountant <accountant@nbfl.us>
Subject: FW: Water Tank Renovation

Hi Michael,

See below for the amount our internal spreadsheet shows remaining in account # 401-4336-536-60-63 for FY 22. We are not sure if this also includes the open PA in question (PW22-15290).

Thanks!

Colin

From: Angie Bridges <angiebridges@nbfl.us>
Sent: Tuesday, March 14, 2023 3:20 PM
To: Colin Moore <colinmoore@nbfl.us>
Subject: RE: Water Tank Renovation

Per the FY 2022 spreadsheet Jim created it states \$184,552.37 remaining. I am unsure if there is any outstanding invoices/PO's that have not been cleared.

Thank You,
Angie Bridges
Administrative Asst.
City of Neptune Beach
Public Works Department
2010 Forest Avenue
Neptune Beach, FL 32266
P: 904-270-2423
F: 904-270-2418



From: Colin Moore <colinmoore@nbfl.us>
Sent: Tuesday, March 14, 2023 1:30 PM

To: Angie Bridges <angiebridges@nbfl.us>

Subject: FW: Water Tank Renovation

Hi Angie,

Can you check the balance in our spreadsheet for FY 21-22 account # 401-4336-536-60-63?

I believe you said there was a balance shown even after the PA PW22-15290 for \$157,670.00 was included.

Thanks!

Colin

From: accountant <accountant@nbfl.us>

Sent: Tuesday, March 14, 2023 12:24 PM

To: Colin Moore <colinmoore@nbfl.us>

Subject: Water Tank Renovation

Hi Colin.

How much did you say was unused in FY22?



Michael Owens, MBA, FPC

Senior Accountant

City of Neptune Beach

116 1st St.

Neptune Beach, Fl. 32266

Phone: (904) 270-2400; ext.40

Email: accountant@nbfl.us



APR18'22 RCVD

April 12, 2022

Cheryl Rhoden
City Of Neptune Beach
116 First Street
Neptune Beach, FL 32266

Dear Cheryl Rhoden:

The purpose of this letter is to provide you with fee information for your fiscal year budgeting purposes. The timing of invoices is designated in the specific contract for each maintenance program. **THIS IS NOT AN INVOICE.**

Our maintenance program provides you with peace of mind that your asset(s) will be regularly and systematically maintained as outlined in your maintenance contract(s). We provide these services in a cost-effective manner to provide value to you and your community.

We appreciate your trust for the maintenance of your water asset (s), and we strive to provide you with exceptional customer service. Please note that all applicable taxes and adjustments for prevailing wages are the responsibility of the owner and are in addition to these stated fees.

Asset Name	Asset Type	Fee	Effective From	Effective To
Florida Blvd Tank - 100677	300,000 Elevated	\$15,772.96	01-OCT-22	30-SEP-23

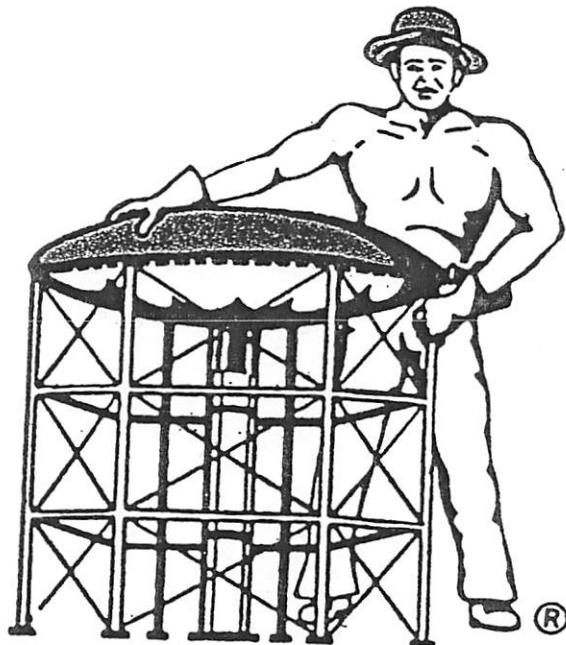
Thank you very much for your business, if you have any questions please contact Customer Service at 888-987-6805 or at jackie.sabet@suez.com

Sincerely,

Jackie Sabet
Customer Account Specialist

UTILITY SERVICE co., inc.

WATER TANK MAINTENANCE CONTRACT

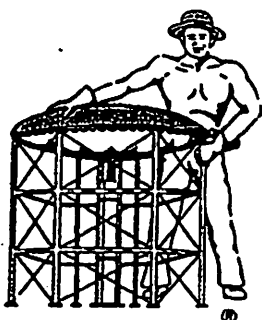


Owner CITY OF NEPTUNE BEACH, FLORIDA

Tank Size 300,000 ELEVATED

Location FLORIDA BLVD.

Date JANUARY 3, 1997



UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF NEPTUNE BEACH, FLORIDA hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 300,000 gallon water storage tank located at FLORIDA BLVD.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 1997. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 1997, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A. - D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At such time that the exterior needs painting, the owner may select the color, or color scheme. The Company will select the type and brand of paint that best suits the application.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$7,535.00 has been established for this tank. (SEE ADDENDUM NO. 1 WHICH ESTABLISHES BASE FEE AS A RESULT OF MAJOR UP FRONT RENOVATION)

The above annual fee will remain constant for the first three (3) years of this agreement. In year 2000 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

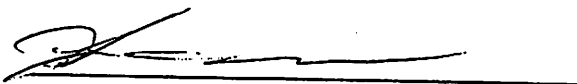
It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. This contract does not include the containment or disposal of any hazardous waste materials.

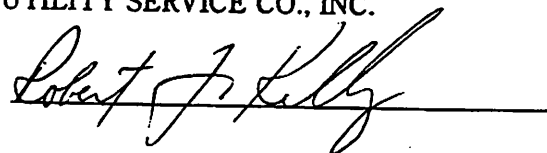
This contract is subject to cancellation by the Owner only if intent to cancel is received by Company one hundred and twenty (120) days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this _____ day of _____ 19 _____

Owner: / City of Neptune Beach

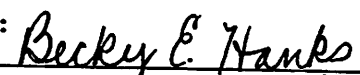
UTILITY SERVICE CO., INC.

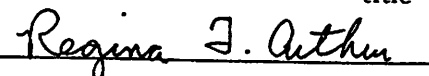




by John C. Kowkabany Mayor title

by ROBERT F. KELLY, FL REPRESENTATIVE title

Attest: 
witness Becky E. Hanks, CMC/City Clerk
AAE

witness 

Approved by Neptune Beach City Council
on 1/6/97
seal:

seal:

Addendums to Contract Number 300,000 ELEV, Dated 1-3-97

No. 1

The Company agrees to renovate this tank in the first year as per the attached specifications. The cost of this renovation is \$67,122.00. This cost will be spread over the first three [3] years of the maintenance program as per the attached schedule of renovation costs and funding requirements.

Utility Service Co., Inc.
by Robert J. Kelly
date 1-3-97
witness Regina J. Arthur

Owner/City of Neptune Beach
by [Signature], Mayor
date 1-8-97
Attest: Becky E. Hanks
witness Becky Hanks, CMC, City Clerk
AAE

No. 2

PAYMENT TERMS: The first payment will be due upon completion of the renovation work. Subsequent payments will be due on that anniversary and may be paid either monthly, quarterly, semi-annual, or lump sum.

PLEASE CIRCLE PREFERRED METHOD OF PAYMENT

Utility Service Co., Inc.
by Robert J. Kelly
date 1-3-97
witness Regina J. Arthur

Owner/ City of Neptune Beach
by [Signature], Mayor
date 1-8-97
Attest: Becky E. Hanks
witness Becky Hanks, CMC, City Clerk
AAE

No. 3

Should the Owner decide to withdraw from the maintenance program prior to the end of the third year, then all unpaid balance for renovation work and any earned maintenance program fees will be due immediately.

Utility Service Co., Inc.
by Robert J. Kelly
date 1-3-97
witness Regina J. Arthur

Owner/ City of Neptune Beach
by [Signature]
date 1-8-97
Attest: Becky E. Hanks
witness Becky Hanks, CMC, City Clerk
AAE

Addendum to Water Maintenance Contract Number 300,000 ELEV, Dated 1-3-97

Claude L. Mullis

Claude L. Mullis *(Signature)*
City Attorney
City of Neptune Beach

In compliance with the Ordinance of the City of Neptune Beach, I do certify that there is an unexpended, unencumbered and impounded balance in the appropriations sufficient to cover the foregoing contract and provision has been made for payment of the moneys provided therein to be paid.

Theresa A. Valentine

Theresa A. Valentine, CPA
Finance Director
City of Neptune Beach

CITY OF NEPTUNE BEACH, FLORIDA

MAINTENANCE PROGRAM

SCHEDULE OF COSTS AND FUNDING REQUIREMENTS

RENOVATION WORK: \$64,882.00
SAFETY CABLES: \$ 2,240.00

TOTAL: \$67,122.00

	<u>COST</u>	<u>FUNDING REQUIRED</u>
<u>YEAR 1</u>		
RENOVATE INTERIOR & EXTERIOR	\$67,122.00	\$27,397.33
FULL SERVICE MAINTENANCE PROGRAM	-0-	
<u>YEAR 2</u>		
FULL SERVICE MAINTENANCE PROGRAM	\$ 7,535.00	\$27,397.33
<u>YEAR 3</u>		
FULL SERVICE MAINTENANCE PROGRAM	\$ 7,535.00	\$27,397.34
THREE [3] YEAR TOTAL:	\$82,192.00	\$82,192.00

$\$82,192.00 \div 3 \text{ YEARS} = \$27,397.33$

ANNUAL FUNDING REQUIREMENT FOR THE FIRST THREE [3] YEARS OF THE MAINTENANCE PROGRAM WILL BE \$27,397.33. AFTER THAT THE ANNUAL FEE IS THE BASE FEE OF \$7,535.00 ONLY.

CITY OF NEPTUNE BEACH, FLORIDA

SPECIFICATIONS

300,000 ELEVATED TANK

INTERIOR:

1. Abrasive blast clean all interior surfaces to SSPC #10 "Near White" standards.
2. Double stripe paint all weld seams and lap seams with Tnemec Series 20 Pota Pox.
3. Apply two [2] full coats of Tnemec Series 20 Pota Pox as per manufacturer's specifications. Each coat shall be a different tint to ensure full coverage.
4. Remove all sand residue from the tank site.

EXTERIOR:

1. Pressure wash all exterior surfaces with a minimum 2500 psi pressure washer using a chlorine solution on all areas of heavy mildew to remove all dirt, mildew, and loose paint.
2. Hand tool/power tool all paint damaged areas.
3. Spot prime all bare metal with Tnemec Series 66 Epoxoline.
4. Apply one [1] full primer coat of Tnemec Series 66 Epoxoline to all exterior surfaces.
5. Apply one [1] full coat of Tnemec Series 71 Endurashield (Aliphatic Polyester Polyurethane Enamel) to all exterior surfaces.

REPAIRS:

1. Install safety climb cable on the upper exterior ladder and the interior ladder.



JAN23'23 RCV

January 18, 2023

City of Neptune Beach, FL
Attn: Stefen Wynn – City Manager
116 First Street
Neptune Beach, FL 32266

Re: 300,000 Gallon Elevated – Florida Blvd. Tank

Mr. Wynn;

As you may be aware, Utility Service Co., Inc. is currently working to schedule the exterior renovation for your 300,000 Gallon Elevated – Florida Blvd Tank. Due to ongoing delays regarding the pending antenna retrofit work, we are currently prohibited from performing necessary work under our Water Tank Maintenance Contract for this tank. I am writing this letter to request that the City take immediate action to push for resolution of all outstanding issues causing delay of the antenna retrofit, either caused by the City or carrier(s).

It is essential that we perform the antenna retrofit at the same time as the exterior renovation, otherwise the City will be responsible for our increased costs due to additional mobilization(s) and paint touch-up work. Please note that the tank's exterior renovation is currently on hold until this delay is resolved, and Utility Service Co., Inc. is not liable for any damage or injury resulting from the condition of the antenna installations and/or the City's tank.

Thank you for your prompt attention to this letter. You may contact me via e-mail at diana.riner@veolia.com if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink that reads 'Diana N. Riner'.

Diana Riner
Senior Counsel

cc: Customer Service

**CONSTRUCTION SERVICES AGREEMENT
STRUCTURAL MODIFICATIONS
CITY OF NEPTUNE BEACH, FL
300,000 GALLON ELEVATED - FLORIDA BLVD TANK**

This CONSTRUCTION SERVICES AGREEMENT FOR STRUCTURAL MODIFICATIONS – CITY OF NEPTUNE BEACH, FL – FLORIDA BLVD TANK ("Agreement") is entered into by and between **VERIZON WIRELESS** with a principal business address of PO BOX 21074, Tulsa, Oklahoma 74121 ("Verizon"), and **UTILITY SERVICE CO., INC.**, a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 ("Company") and **CITY OF NEPTUNE BEACH, FL (only as provided below)**, with a mailing address of 116 First Street, Neptune Beach, FL 32266 ("Owner").

WHEREAS, Verizon, Owner and Company (each individually a "Party" and collectively, "the Parties") desire for Company to provide services to enhance the structural capacity of the water tower on the Property under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term. The effective date of this Agreement shall be _____, 2022, ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year. ("Term").

2. Scope of Work and Company's Obligations. The Company shall supply all material, equipment, and personnel necessary to perform the services as outlined in Exhibit A. (collectively, "Services").

3. Owner's Obligations. Owner shall provide: (1) the Company with ingress, egress, and all reasonably necessary access to the Property which the Company needs to access to perform the Services, including an access point and access road to work site to accommodate tractor, trailer and/or crane as needed. Owner's providing access does not guarantee sufficient space and Verizon and the Company shall cooperate to ensure space upon receipt of access from the Owner. Owner agrees to cooperate in issuing necessary permits for the Services in accordance with applicable codes and ordinances. If any additional support of Verizon is reasonably necessary to perform the Services, Verizon shall provide such needed support or services in good faith so that the Company can perform the Services.

4. Cost and Payment Terms. Verizon agrees to pay the amount of **\$92,168.00**, plus applicable taxes, to the Company for the performance of the Services ("Contract Price"). Thirty percent (30%) of the Contract Price shall be invoiced upon mobilization of Company, and seventy percent (70%) of the Contract Price shall be invoiced upon completion of the Services. Invoices shall be paid by VERIZON within thirty (30) days of receipt of invoice. All applicable taxes and are the responsibility of VERIZON, if any, and are in addition to the Contract Price.

5. Independent Contractor. Company is, and shall at all times remain, an independent contractor. Company and each of Company's employees and principals shall not be deemed for any purpose to be Owner's or VERIZON's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or VERIZON or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical

or other plans which may now be in effect or which may hereafter be adopted. Owner or VERIZON are not responsible to any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

6. Insurance. Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence. Upon Owner or VERIZON's request, Company shall furnish Owner or VERIZON with a certificate of insurance evidencing this coverage.

7. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party.

8. Indemnification. Company shall indemnify Owner and VERIZON and its officers and officials from and against any claims, actions, and suits arising from and to the extent of the Company's negligence while performing the Services hereunder. Company's indemnification obligations hereunder shall be subject to Owner and VERIZON's prompt notification to Company with respect to the pertinent third-party claim(s).

9. Warranty. Company warrants to Owner and VERIZON ("Warranty") for a period of one (1) year ("Warranty Period") from completion of the Services that the Services are free from defects in workmanship and material under normal and proper use within the Warranty Period ("Covered Defect"). Covered Defects do not include defects caused by fire, war, earthquake, or other earth movement, acts of God, negligence, abuse, alteration, aggressive environmental conditions or from the failure to properly inspect, service, or maintain the asset. If a defect in workmanship or material is identified by Owner or VERIZON during the Warranty Period, then Owner or VERIZON shall promptly notify the Company of the nature of the defect in writing. Following the receipt of such notice, the Company shall inspect the work product produced by the Services to determine if a Covered Defect exists to the reasonable satisfaction of the Company. The Company's inspection shall be performed on a date that is mutually agreeable to Owner and VERIZON and the Company, and Owner and VERIZON agree to provide an access point and satisfy any other reasonable requests of the Company so that it can carry out its inspection. If a Covered Defect exists, the Company's sole liability shall be discharged by the Company providing the labor and material to repair any part or parts of the work product produced by the Services which prove to be defective. COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES.

10. Exclusions. This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) discovery, identification, and/or removal of any hazardous waste or materials; (2) tank coating work; (3) engineering or permitting; (4) any services except as outlined in Exhibit A; and This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) discovery, identification, and/or removal of any hazardous waste or materials; (2) tank coating work; (3) engineering or permitting; (4) any services except as outlined in Exhibit A; (5) condition or damage to carrier equipment during the term of this Agreement and during temporary support and restoration services as defined herein; and (6) other conditions which are beyond Owner's, VERIZON's and Company's control, including, but not limited to: acts of God and acts of terrorism.

11. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

12. Termination. This Agreement may be terminated by Owner or VERIZON by giving the Company ninety (90) days' prior written notice of termination. In the event of termination, VERIZON shall pay Company the proportionate amount of the Contract Price that remains unpaid for Services performed and completed prior to the date of termination of this Agreement.

13. Intellectual Property. Owner and VERIZON acknowledge that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. Owner and VERIZON hereby agree and acknowledge that this Agreement shall not be construed as a license for Owner or VERIZON to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new intellectual property rights will all be owned by the Company or its licensors, and Owner and VERIZON agree that it will not make a claim to any such new intellectual property rights.

14. Limitation of Liability. IN NO EVENT SHALL ANY PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT. The foregoing provision limiting the liability of the Parties' directors, officers, officials, and employees shall be deemed to be trust provisions for the benefit of such directors, officers, officials, and employees and shall be enforceable by such persons as trust beneficiaries. Such provisions shall not be construed as imposing any liability on such directors, officers, officials, and employees where it does not otherwise exist in law. The parties agree that the Company's liability under this Agreement is limited to the amount of fees paid under this Agreement, and that Company is acting on the Owner's behalf in working with Verizon.

15. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Agreement supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties.

c. Assignment. No Party may assign this Agreement without the prior written consent of the other Parties; such consent will not be unreasonably withheld. Any attempt to assign this Agreement without the prior written consent of the other Parties shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

d. Force Majeure. If any party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 11 and 12 shall survive the termination or expiration and bind the parties and their legal representatives, successors and permitted assigns.

f. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

16. Owner Joinder. Owner joins in this Agreement only as to the sections or subsections titled "Owner's Obligations," "Independent Contractor," "Insurance," "Indemnification," "Warranty," "Intellectual Property," "Notices," "Assignment," "Force Majeure," "Survival of Certain Provisions," "No Waiver," "Counterparts," and as to this section titled "Owner Joinder."

SIGNATURE PAGE TO FOLLOW.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

VERIZON

COMPANY

VERIZON

Utility Service Co., Inc.

By: _____

By: _____

Name: _____

Name: G. David Forrester

Title: _____

Title: VP, Tank Services & Water Quality LOB

Date: _____

Date: June 10, 2022

OWNER:

City of Neptune Beach, FL

By: _____

Name: Stefen Wynn

Title: City Manager

Date: 6/15/2022

Only as provided in the Section titled
"Owner Joinder" above.

Notice Address for Each Party:

VERIZON

Attn: Claire Edmond

P.O. Box 21074

Tulsa, Oklahoma 74121

Utility Service Co., Inc.

Attn: Customer Service Department

535 General Courtney Hodges Boulevard

Post Office Box 1350

Perry, Georgia 31069

City of Neptune Beach, FL

Attn: _____

Exhibit A

Tank Owner: City of Neptune Beach, FL

Scope of Work: Material, labor, and equipment as shown in the attached drawings S-1 through S-7 by TEP for the following:

1. Removal of Existing Roof Corral.
2. Installation of New 24-Post Roof Corral.
3. Remove antenna post at center of tank roof.
4. Coatings (interior & exterior) associated with new steel work.
5. Remove and install new coax standoffs & cluster brackets, hosting bracket, and messenger pipe.

Company is not responsible for condition or damage to carrier equipment under this Agreement.

**CONSTRUCTION SERVICES AGREEMENT
STRUCTURAL MODIFICATIONS
CITY OF NEPTUNE BEACH, FL
300,000 GALLON ELEVATED - FLORIDA BLVD TANK**

This CONSTRUCTION SERVICES AGREEMENT FOR STRUCTURAL MODIFICATIONS – CITY OF NEPTUNE BEACH, FL – FLORIDA BLVD TANK ("Agreement") is entered into by and between **T-MOBILE** with a principal business address of P O BOX 3245, Portland, OR 97208 ("T-Mobile"), and **UTILITY SERVICE CO., INC.**, a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 ("Company"), and **CITY OF NEPTUNE BEACH, FL (only as provided below)**, with a mailing address of 116 First Street, Neptune Beach, FL 32266 ("Owner").

WHEREAS, T-Mobile, Owner and Company (each individually a "Party" and collectively, "the Parties") desire for Company to provide services to enhance the structural capacity of the water tower on the Property under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term. The effective date of this Agreement shall be _____, 2022, ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year. ("Term").

2. Scope of Work and Company's Obligations. The Company shall supply all material, equipment, and personnel necessary to perform the services as outlined in Exhibit A. (collectively, "Services").

3. Owner's Obligations Owner shall provide: (1) the Company with ingress, egress, and all reasonably necessary access to the Property which the Company needs to access to perform the Services, including an access point and access road to work site to accommodate tractor, trailer and/or crane as needed. Owner's providing access does not guarantee sufficient space and T-Mobile and the Company shall cooperate to ensure space upon receipt of access from the Owner. Owner agrees to cooperate in issuing necessary permits for the Services in accordance with applicable codes and ordinances.. If any additional support of T-Mob is reasonably necessary to perform the Services, T-Mobile shall provide such needed support or services in good faith so that the Company can perform the Services..

4. Cost and Payment Terms. T-Mobile agrees to pay the amount of **\$92,168.00** to the Company for the performance of the Services ("Contract Price"). Thirty percent (30%) of the Contract Price shall be invoiced upon mobilization of Company, and seventy percent (70%) of the Contract Price shall be invoiced upon completion of the Services. Invoices shall be paid by T-Mobile within thirty (30) days of receipt of invoice. All applicable taxes and shipping costs are the responsibility of T-Mobile, if any, and are in addition to the Contract Price.

5. Independent Contractor. Company is, and shall at all times remain, an independent contractor. Company and each of Company's employees and principals shall not be deemed for any purpose to be Owner or T-Mobile's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or T-Mobile or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or

other plans which may now be in effect or which may hereafter be adopted. Owner or T-Mobile is not responsible to any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

6. Insurance. Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence. Upon Owner or T-Mobile's request, Company shall furnish Owner or T-Mobile with a certificate of insurance evidencing this coverage.

7. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform this Agreement, that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company, and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party.

8. Indemnification. Company shall indemnify Owner and T-Mobile and its officers and officials from and against any claims, actions, and suits arising from and to the extent of the Company's negligence while performing the Services hereunder. Company's indemnification obligations hereunder shall be subject to Owner and T-Mobile's prompt notification to Company with respect to the pertinent third-party claim(s).

9. Warranty. Company warrants to Owner and T-Mobile ("Warranty") for a period of one (1) year ("Warranty Period") from completion of the Services that the Services are free from defects in workmanship and material under normal and proper use within the Warranty Period ("Covered Defect"). Covered Defects do not include defects caused by fire, war, earthquake, or other earth movement, acts of God, negligence, abuse, alteration, aggressive environmental conditions or from the failure to properly inspect, service, or maintain the asset. If a defect in workmanship or material is identified by Owner or T-Mobile during the Warranty Period, then Owner or T-Mobile shall promptly notify the Company of the nature of the defect in writing. Following the receipt of such notice, the Company shall inspect the work product produced by the Services to determine if a Covered Defect exists to the reasonable satisfaction of the Company. The Company's inspection shall be performed on a date that is mutually agreeable to Owner, T-Mobile and the Company, and Owner and T-Mobile agree to provide an access point and satisfy any other reasonable requests of the Company so that it can carry out its inspection. If a Covered Defect exists, the Company's sole liability shall be discharged by the Company providing the labor and material to repair any part or parts of the work product produced by the Services which prove to be defective. COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES.

10. Exclusions. This Agreement does NOT include the cost for and/or liability on the part of the Company for: (1) discovery, identification, and/or removal of any hazardous waste or materials, to include debris generated from cleaning operations; (2) coating work; (3) engineering

or permitting; (4) any services except as outlined in Exhibit A; and (5) other conditions which are beyond Owner's, T-Mobile's and Company's control, including, but not limited to: acts of God and acts of terrorism.

11. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

12. Termination. This Agreement may be terminated by Owner or T-Mobile by giving the Company ninety (90) days' prior written notice of termination. In the event of termination, T-Mobile shall pay Company the proportionate amount of the Contract Price that remains unpaid for Services performed and completed prior to the date of termination of this Agreement.

13. Intellectual Property. Owner and T-Mobile acknowledge that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. Owner and T-Mobile hereby agrees and acknowledges that this Agreement shall not be construed as a license for Owner or T-Mobile to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new intellectual property rights will all be owned by the Company or its licensors, and Owner and T-Mobile agree that it will not make a claim to any such new intellectual property rights.

14. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT. The foregoing provision limiting the liability of the Parties' directors, officers, officials, and employees shall be deemed to be trust provisions for the benefit of such directors, officers, officials, and employees and shall be enforceable by such persons as trust beneficiaries. Such provisions shall not be construed as imposing any liability on such directors, officers, officials, and employees where it does not otherwise exist in law. The parties agree that the Company's liability under this Agreement is limited to the amount of fees paid under this Agreement, and that Company is acting on the Owner's behalf in working with T-Mobile.

15. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Agreement supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties.

c. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party; such consent will not be unreasonably withheld. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

d. Force Majeure. If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 13 and 14 shall survive the termination or expiration and bind the parties and their legal representatives, successors and permitted assigns.

f. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

16. Owner Joinder. Owner joins in this Agreement only as to the sections or subsections titled "Owner's Obligations," "Independent Contractor," "Insurance," "Indemnification," "Warranty," "Intellectual Property," "Notices," "Assignment," "Force Majeure," "Survival of Certain Provisions," "No Waiver," "Counterparts," and as to this section titled "Owner Joinder."

SIGNATURE PAGE TO FOLLOW.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

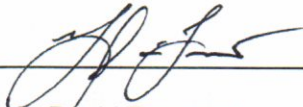
T-MOBILE

COMPANY

T-Mobile

Utility Service Co., Inc.

By: _____

By:  _____

Name: _____

Name: G. David Forrester

Title: _____

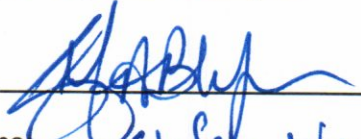
Title: VP, Tank Services & Water Quality LOB

Date: _____

Date: June 10, 2022

OWNER:

City of Neptune Beach, FL

By:  _____

Name: Stefek Wynn

Title: City Manager

Date: 6/15/2022

Only as provided in the Section titled
"Owner Joinder" above.

Notice Address for Each Party:

T-Mobile
Attn:
P.O. Box 3245
Portland, OR 97208

Utility Service Co., Inc.
Attn: Customer Service Department
535 General Courtney Hodges Boulevard
Post Office Box 1350
Perry, Georgia 31069

City of Neptune Beach, FL
Attn: _____

Exhibit A

Tank Owner: City of Neptune Beach, FL

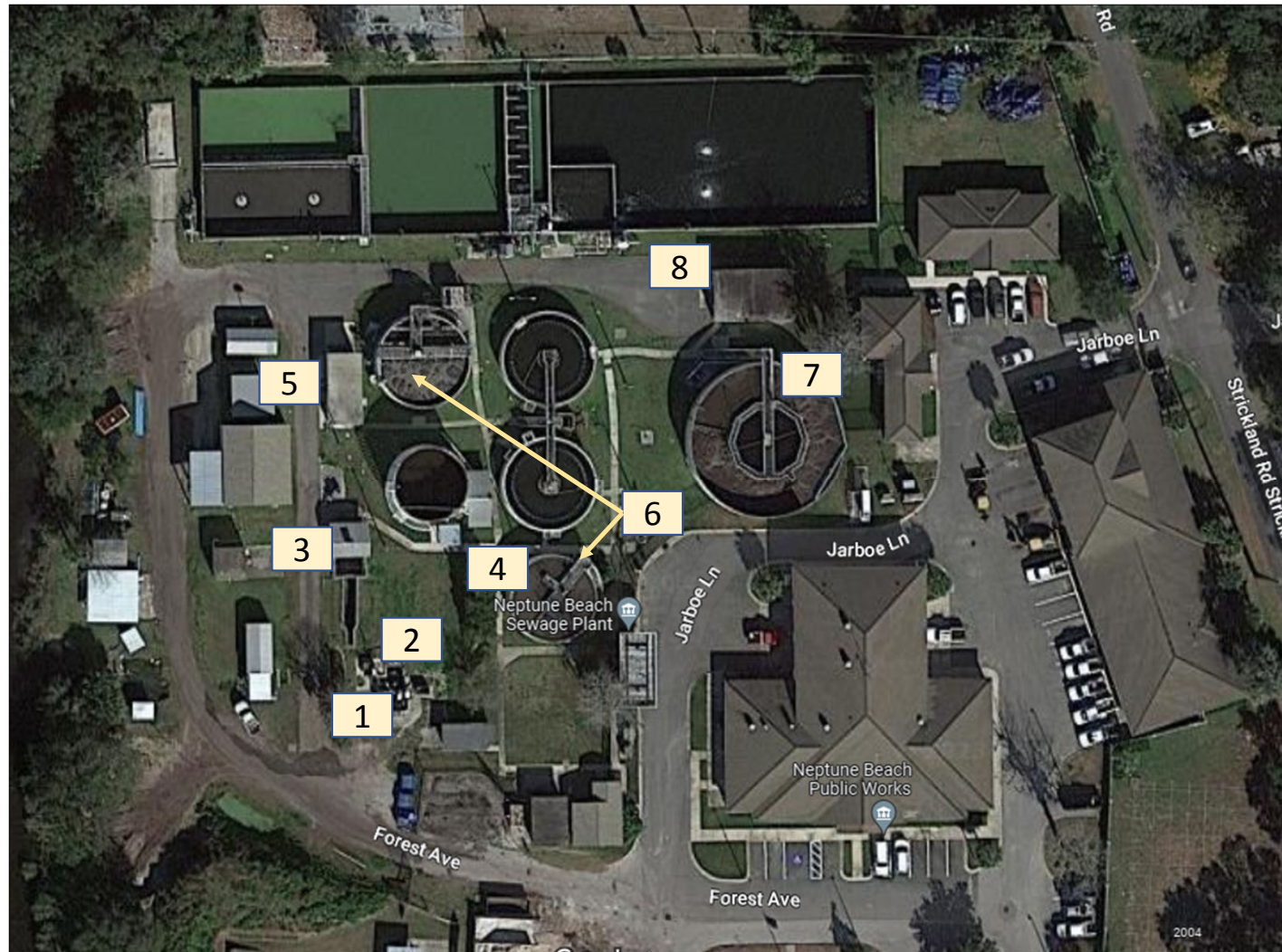
Scope of Work: Material, labor, and equipment as shown in the attached drawings S-1 through S-7 by TEP for the following:

1. Installation of New 24-Post Roof Corral.
2. Coatings (interior & exterior) associated with new steel work.
3. Remove and install new coax standoffs & cluster brackets, hosting bracket, and messenger pipe.
4. Remove existing catwalk handrail and install new OSHA-compliant handrail system.

Company is not responsible for condition or damage to carrier equipment under this Agreement

Wastewater Reclamation Facility Expenditures

- 1. Bar screens** - \$5k motors; awaiting tech to scope auger unit replacement (budget \$100k). Last rehabilitation 2010.
- 2. Grit removal** - \$179k. Original install 1987.
- 3. Pump station** improvements following recent SSO - \$45k (control panel, levels, alarm, programming, electrical, isolation valve). Following installation of valve cleaning of tanks can proceed.
- 4. Mixer replacement** following recent failure - \$7k. One other unit same era is also being replaced, year 2010.
- 5. Biosolids belt press rehab** – Not sole source (budget \$70k). Original install 1993, last rehab 2011.
- 6. Process tanks scan** - Grit/sand to be mapped to develop loss of capacity estimate - \$6k; cost estimate to remove grit/sand to follow.
- 7. Plant 2 construction** – Budget estimate at 75% design is \$2.4M prior to the +50%/-30% AACE capital cost range
- 8. Effluent pump VFDs** – \$18k. Over 10 years old and tripping off-line daily.





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

AGENDA ITEM:	Item # 10D-Wastewater Reclamation Facility Grit Removal System
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	April 20, 2023
BACKGROUND:	CONB began exploring options to repair the existing grit removal system with the manufacturer, Smith and Loveless in November 2021. The manufacturer's rep Environmental Equipment Services (EES) attended a site visit on 12/08/21. Following the initial site visit, EES has scheduled and attended eight additional visits and reviewed every avenue in repairing the Neptune Beach grit system with like for like equipment offered from Smith and Loveless. FDEP permit requires removal of sand and other settleable grit contained in wastewater. CONB's current grit system was installed in 1987 and is no longer repairable and not effectively performing. Grit moving downstream of the system has clogged pumps and has contributed to several overflows. It is suspected that substantial grit has also subsequently been pumped into process tanks, thereby reducing treatment capacity. This project includes the complete removal of the existing grit drive unit, mixer, vacuum system, pump, motor, control panel, piping, valve, structural improvement, and start up from the sole source vendor Smith and Loveless.
BUDGET:	Sewer Capital 401-4335-535-60-64 / Sewer Machinery & Equipment FY23 Budget = \$360,000.00, Available = \$266,829.63
RECOMMENDATION:	Approval of award to Environmental Equipment Services in the amount of \$179,094.00.
ATTACHMENT:	Grit System Removal Report Environmental Equipment Services, LLC Proposal



Description: Grit Removal System Replacement

Budget: \$360,000.00 **Remaining:** \$234,893.08

Request: \$179,004.00 **Fund:** 401-4335-535-60-64 / Sewer Machinery & Equipment

Pictures/Maps:



Background:

The Wastewater Plant by FDEP permit is required to remove the settleable grit that is common in all wastewater collection systems. The city's current Smith & Loveless© grit system was installed in 1987 and is no longer repairable and running at an approximate removal efficiency of 30% removal. This accumulated amount of grit has been increasingly clogging the plants influent pumps and has contributed to several sewer overflows.

This Purchase Request is for the complete removal of the existing grit drive unit, mixer, vacuum system, pump, motor, control panel, piping, valve, structural improvement, and start up from the sole source vendor Smith & Loveless©.

The quote, sole source letter, and Purchase Request form are attached to this justification sheet.



April 5, 2022

To: Neptune Beach WWTP
2010 Forest Ave,
Neptune Beach, FL 32266

Attn: Adam Prestige

Re: S&L Pista Grit Equipment Replacement

Quote#: 040523ZM1

*** Please see the equipment and services proposal listed below which shall be per Environmental Equipment Services, LLC (EES) terms and conditions of sale located at the end of this document. EES is the sole source representative for all Smith and Loveless Equipment, a sole source letter has been included in the appendix section at the end of this document. ***

Overview:

Smith and Loveless received an inquiry from Neptune Beach on repairing their existing 4MGD Pista 270 grit system in November 2021. EES immediately reached out to the City of Neptune Beach and attended a site visit on December 8th, 2021. Since the initial site visit EES has scheduled and attended 8 additional site visits and reviewed every avenue in repairing the Neptune Beach grit system with like for like equipment offered from Smith and Loveless. The below scope was determined by Smith and Loveless as the components in the existing Pista 270 grit system that are beyond repair and would be required to be replaced in order to get the unit back up in running properly. EES has also put together installation pricing with the assumption that Neptune beach will provide lifting equipment and an electrician to assist in the install. EES's installation pricing is also based on Neptune Beach having the grit chamber drained and cleaned prior to our service technicians arrival onsite.

Smith & Loveless Equipment Scope of Supply:

Qty (1) S&L Model 4B2H Vacuum Primed Top Mounted **PISTA® TURBO GRIT PUMP™**

- Motor to be 10 HP, 1800 RPM, 3/60/208V, TEFC
- Ni-Hard impeller trimmed to 7 ½ " for approx. 250 GPM @ 36' TDH
- Each top-mounted, vacuum primed, complete pump to include, motor adapter, bronze seal housing assembly with mechanical seal, Ni-Hard impeller, Ni-Hard volute, and **SONIC START® STREAMLINE™** probe and 2-way solenoid valve/dome assembly, and **SONIC START®** operating module.
- Includes touch-up paint kit and installation hardware
- One (1) breaker, one (1) starter, one (1) overload coil

- One (1) pinch valve
- Qty (1) Ni-Hard **PISTA® GRIT CONCENTRATOR™**, 250 GPM
- Includes 316SS custom mounting bracket for the existing mounting arm on site.
- Qty (1) Pista Grit Chamber **Vacuum Priming Panel**
- Vacuum pump, air compressor for the pinch valve, priming logic controls, heater, and float-operated check valve
 - The priming panel shall be enclosed in a NEMA 4X, 316SS enclosure
- Qty (1) Pista Grit Automatic **Control panel**
- Control Panel in a NEMA 4X, 316SS enclosure
 - Panel shall include all components to control the PISTA drive motor and top-mounted grit pump
- Qty (1) PISTA® GRIT CHAMBER™ **Mechanical Drive Assembly**
- Includes TEFC motor, gear reducer, pinion, and bull gear
 - Includes mounting hardware
- Qty (1) PISTA® GRIT CHAMBER™ **Drive Tube**, with Grit Fluidizer vanes
- Everything to be constructed of 316SS
 - Includes mounting hardware
 - For CCW rotation
- Qty (1 set) **CCW Axial Flow Propellers**, for the PISTA® GRIT CHAMBER™
- Constructed of 316SS
 - Includes mounting hardware
- Qty (2) PISTA® GRIT CHAMBER™ **Hopper Floor Plates**, to cover the grit storage hopper
- Includes both semi-circle sections w/ lifting slots to allow access to the grit storage area
 - Constructed in 316SS
- Qty (1) Freight Included to Neptune Beach, Florida

***Note: All 316SS will be pickled and passivated

Scope of Services:

1. Smith & Loveless Supplied Services:

- (1) S&L Factory Service technician provided for (3) day (one [1] trip) to supervise Installation, perform start-up and provide operator training. If additional days are required by the city, Smith and Loveless will furnish a factory-trained supervisor for \$1,100 per day including travel time plus actual travel expenses.

2. EES Supplied Services

Part 1 (Equipment Installation & Startup)

- EES to provide two (2) service technicians for up to three (3) days of onsite work to assist in removal of existing equipment and installation of electrical connections/control panels and to perform installation of grit drive, grit pump, discharge piping, and concentrator.
 - Day 1:
 - Assist municipality in removal of existing equipment
 - Assemble grit drive and pump
 - Removal of existing electrical panels
 - Assist in electrically connecting new panels
 - Prep for day 2 installation
 - Day 2:
 - Install grit drive, grit pump, and pinch valve
 - Assist in electrical connections
 - Make necessary pipe connections and modifications
 - Move existing concentrator support to new location and pour concrete pad if necessary
 - Day 3:
 - Weld new concentrator bracket onto existing support arm and install concentrator
 - Make modifications to drain piping from dewatering box
 - Perform startup and training
 - Demobilize and EES technicians will remove existing equipment from the site and dispose of it.

Note: The cost of lifting equipment was not included in the scope of work for this proposal. The City of Neptune Beach is responsible for arranging crane and lifting equipment required to perform the work.

Note: EES field technicians will reuse as much of the existing piping as possible and will provide new piping where modifications have been made or lengths are too short. The City of Neptune Beach will be responsible for coating piping after completion. *

***Note: Pricing includes all submittal verification days, initial site visit, shop time, mobilization, demobilization, per diem, and all travel expenses.

Part 2 (Fabricate Support Beams and Installation)

- EES to provide two (2) service technicians for up to one (1) day of onsite work to anchor and install support beam mounting brackets with anchors/hardware.
- Install fabricated aluminum beams.
- Pricing includes shop time to fabricate beams and mounts as well as delivery to site and 1 day onsite for installation.

Note: The city will be responsible for lifting equipment required and for cleaning and preparing the grit chamber for the installation of the support beams.

Your Total Cost for the Equipment Listed Above, With No Sales Tax Included Is:

\$174,129.00

Adder for 316SS Support Beam instead of Aluminum:\$4875.00

***Notes: Quotation is an estimate only based on our measurements onsite during inspection visit. Any hardware not listed in the above sections are not included in the quoted price shown below Freight costs were estimated on most current pricing available to EES, upon confirmation of order freight costs will be scheduled and customer will be invoiced for actual costs.

EES Terms and Conditions

1. We do not include sales tax, tools, toolboxes, lubricants, spare parts, control panels or any other items which are not specifically called out in this scope of supply.
2. Under no circumstances will EES, LLC or its suppliers be liable for any incidental, consequential, liquidated or late delivery damages whatsoever.
3. Payment terms are 90% net 30 days from delivery of equipment listed herein, 10% retainage due net 30 days from installation with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit.
4. Pricing is based upon EES, LLC's Conditions of Sale. No other terms or conditions of sale will apply unless accepted in writing by an authorized member of the Company.
5. The following lead times are estimates only based on market conditions at the time of the proposal and are conditional on acts of force majeure outside of the company's control.
 - Submittal Data Available: 6-8 weeks after receipt of purchase order
 - Estimated Shipment of Equipment: 26-28 weeks from customer's written approval to release equipment to production.
 - Estimated Time for scheduling field crews: 3-4 weeks

Zack Mansker

Zack Mansker, Sales Engineer
Environmental Equipment Services, LLC
C (863) 220-3081



Smith & Loveless, Inc.

14040 Santa Fe Trail Drive • Lenexa, KS 66215
www.smithandloveless.com

April 5, 2023

Subject:

Sole Source Letter

Smith & Loveless, Inc.® is the manufacturer of a full line of wastewater pumping, headwork, screening, and treatment equipment. Smith & Loveless only sells its proprietary equipment and proprietary parts directly to end-users or through sole-source Representatives.

Smith & Loveless has a long history with even the first S&L pump station sold in 1946 still in operation. Because of this long equipment life cycle, Smith & Loveless spends large portions of its resources in not only providing spare parts but maintaining the knowledge of which parts are now used for every piece of S&L equipment. Smith & Loveless has developed proprietary parts, which can only be purchased with records of the part information kept by S&L thru a unique S&L serial number system.

Your local Smith & Loveless Sole-Source Representative for Florida:

Environmental Equipment Services (EES) is the sole supplier for all original manufactured parts and equipment listed below.

Best regards,

Jodel Wickham
Vice President
Aftermarket Division
Smith & Loveless, Inc.

Type of S&L Equipment
Name of Rep
Phone Number

Headworks and Treatment Equipment
Environmental Equipment Services (EES)
863-450-3595



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

AGENDA ITEM:	<u>Item #10E and F</u> , Consideration of Continuing Services Contract with Hazen and Sawyer and if approved, Task 1 with Hazen and Sawyer
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	April 20, 2023
BACKGROUND:	CONB has an active consent order with the Florida Department of Environmental Protection (FDEP) for violation of its water reclamation facility permit with respect to Total Nitrogen and Total Phosphorus. Design is underway for Plant 2 construction improvements and is currently off-line. Plant 1 has been treating all flow while struggling to perform and will be required to contribute to permit limits even after Plant 2 improvements are complete. Staff has identified for adoption an existing continuing services contract with Pinellas County as provided by Hazen and Sawyer. Hazen and Sawyer will study Plant 1 and identify short-term and long-term improvements necessary to meet permit requirements and consult with staff as needed for operational support. Task 1 would include and is the result of an initial web meeting discussion with staff: • Project Management/Kick-Off Meeting • Historical Data Review and Analysis • BioWin Model Development • IFAS Performance and Media Replacement Evaluation • Immediate Assistance/Calls
BUDGET:	Sewer Operations 401-4335-535-30-31 / Professional Services FY23 Budget = \$587,000.04, Available = \$504,847.55
RECOMMENDATION:	Approval of continuing services contract with Hazen and Sawyer Approval of Task 1 with Hazen and Sawyer in the amount of \$32,480.00
ATTACHMENT:	Continuing Services Contract Task 1 Scope

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Utilities Continuing Professional Engineering Services

RFP CONTRACT NO. 190-0457-CN (SS)

CONTINUING FIRM: Hazen and Sawyer P.C.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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AGREEMENT**SECTION 1
INTENT OF AGREEMENT****AGREEMENT FOR PROFESSIONAL UTILITIES CONTINUING ENGINEERING SERVICES FOR
Utilities Engineering Department**

THIS AGREEMENT, entered into on the 27 day of April 2021 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Hazen and Sawyer P.C., with offices in Tampa, FL, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Utilities Engineering Department requires **PROFESSIONAL UTILITIES CONTINUING ENGINEERING SERVICES** associated with County projects on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES CONTINUING ENGINEERING SERVICES requisite to the management needs of the COUNTY Utilities Engineering Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The required services include:

1. Work consists of multidisciplinary engineering projects relating to the planning, design, and other engineering services associated with projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; wastewater treatment facilities; utility relocations; wastewater pumping systems; hydraulic system network modeling; Geographic Information Systems (GIS); instrumentation and controls; Supervisory Control and Data Acquisition (SCADA); and hydrogeology related projects.
2. Services include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.
3. Work to be performed by the consultant shall be on a work assignment basis. The work assignment shall be based on discussions and mutual negotiations between the County and the consultant. Work assignments shall be prepared by the County-assigned project manager and approved by the Director or designee. The consultant shall prepare a detailed scope of work, the number of man-hours devoted to the assignment, a schedule and a not-to-exceed budget proposal for the assignment prior to issuance of the approved work assignments. The Consultant shall not perform work under the contract without written authorization from the County in the form of a Notice to Proceed Letter. The consultant shall waive any claim for compensation for any work performed without written authorization.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Utilities or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of a licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.

- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
- 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
- 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
- a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

SECTION 4 PERFORMANCE SCHEDULES

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Utilities or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

6.4 SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757
FinanceAccountsPay@MyPinellasClerk.org

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed Two Million Five Hundred Thousand dollars (\$2,500,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit. This AGREEMENT contains one (1) additional Twenty-Four (24) term extension option, based upon performance, beyond the primary AGREEMENT period.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8 TASK ORDERS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual task orders as needed throughout the AGREEMENT term; thus Task Orders authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

8.3 "Pursuant to recent amendments to Fla. Stat. § 287.055 *et seq.*, as amended, short titled the "Consultants' Competitive Negotiation Act," the COUNTY and the CONSULTANT agree that the CONSULTANT may provide professional services to the COUNTY for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, among other things."

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified. The CONSULTANT may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the CONSULTANT: 1) shall provide a written explanation to the Purchasing Department and the responsible COUNTY department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible COUNTY department director or authorized designee prior to the engagement.

Alternate and/or additional subconsultants shall have labor/equipment rates and labor categories consistent with those presented in the Agreement and shall not cause an increase to the original contract award amount. If the labor/equipment rates and labor categories offered by the alternate and/or additional subconsultant are not contained in the Agreement, the CONSULTANT must verify in writing to the Purchasing Department and the responsible COUNTY department director or authorized designee that the rates for the services and equipment provided are fair and reasonable and shall not cause an increase to the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

SECTION 11 RESOLUTION OF DISAGREEMENTS

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 12 CONSULTANT'S ACCOUNTING RECORDS

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for five (5) years from the date of final payment.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

SECTION 14 INSURANCE COVERAGE

The Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Consultant must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached.

SECTION 15 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

SECTION 16 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant acknowledges that it is functioning as an independent Consultant in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 17 PROHIBITION AGAINST CONTINGENT FEE

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

SECTION 18 TRUTH IN NEGOTIATIONS

The CONSULTANT certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

SECTION 19 SUCCESSORS AND ASSIGNS

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

SECTION 20 INDEMNIFICATION

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its 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 the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 TERMINATION OF AGREEMENT

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first five (5) year term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

23.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for one (1) additional twenty-four (24) month term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same. Rates will be subject to negotiation based on current market conditions.

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

Consultant acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Consultant agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Consultant agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

CONTRACTOR'S DUTY

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

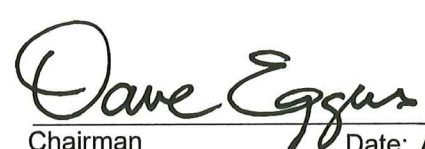
Firm Name: Hazen and Sawyer P.C.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: Andre Dieffenthaller, PE

Title: Vice President Date: 02/11/2021

By: 

Chairman

Date: April 27, 2021

Witness:

John Schroeder, PE

Associate VP

02/11/21





ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Deputy Clerk

Date: April 27, 2021

APPROVED AS TO FORM

By: Jacina Parson

Office of the County Attorney

EXHIBIT A

**Hazen and Sawyer's Schedule of Rate Values
Pinellas County Utilities Engineering Consultant Services**

Classification	Hourly Rate
Assistant Engineer	\$112.00
Associate Vice President	\$250.00
Clerical	\$80.00
Construction Inspector	\$115.00
Construction Manager	\$167.00
Designer/CADD Technician	\$115.00
Engineer	\$140.00
Engineering Intern	\$78.00
GIS Analyst	\$125.00
Project Engineer	\$160.00
Project Manager	\$206.00
Project Scientist	\$125.00
Scientist	\$110.00
Senior Clerical	\$95.00
Senior Designer	\$138.00
Senior Engineer	\$198.00
Senior GIS Analyst	\$155.00
Senior Project Manager	\$234.00
Senior Scientist	\$175.00
Vice President	\$265.00

January 8, 2021

Andre A. Dieffenthaler, PE
Hazen and Sawyer
1000 N. Ashley Drive, Suite 1000
Tampa, FL 33602

Schedule of Rates
"EXHIBIT A"

Project No: 190-0457-CN (SS)
Project Title: Utilities Continuing Professional Engineering Services
Consultant: Hazen and Sawyer
Subconsultant Name: AREHNA Engineering, Inc.

The following rates are AREHNA's proposed staff rates for the above referenced contract. We understand that the rates shall be held firm for the initial contract term and no rate increases shall be granted during this time.

STAFF CLASSIFICATION	BILLING RATE (\$/HR)
Chief Engineer	\$155.00
Clerical	\$57.00
Engineer	\$115.00
Engineer Intern	\$95.00
Engineering Technician	\$57.00
Principal Engineer	\$214.00
Senior Designer	\$101.00
Senior Engineer	\$168.00
Senior Engineering Technician	\$82.00

We look forward to working with you on the contract. If you have any questions or require further information please contact our office at 813-944-3464.

Sincerely,



Jessica McRory, PE
President



101 S. Hoover Blvd, Suite 101

Tampa, Florida 33609

Phone: 813.626.8156

www.ohcnet.com

OHC Fee Schedule

Asbestos Services

Asbestos Surveyor AHERA/EPA Accredited.....	\$75.00/Hr
Asbestos Air Monitoring Technician.....	\$65.00/Hr
Management Planner.....	\$75.00/Hr
Project Designer.....	\$105.00/Hr
Licensed Asbestos Consultant (LAC)	\$171.00/Hr
Personnel Air Sampling (if OHC collects & analyzes).....	\$15.00/Ea
Asbestos Bulk PLM Sample Analysis	
3-Day TAT.....	\$15.00/Ea
24-Hr TAT.....	\$25.00/Ea
Asbestos Bulk PLM Sample Analysis Same Day TAT.....	\$35.00/Ea
Asbestos Bulk Point Count Analysis Regular TAT.....	\$45.00/Ea
Asbestos Bulk Point Count Analysis Rush TAT.....	\$65.00/Ea
TEM Air Sample Analysis	
3-5 Day TAT.....	\$65.00/Ea
48-Hr TAT.....	\$85.00/Ea
24-Hr TAT.....	\$105.00/Ea
6-Hr TAT (Rush).....	\$135.00/Ea

Environmental Services

Phase I Site Assessments.....	\$1,900.00-\$2,500.00
-------------------------------	-----------------------

Indoor Air Quality

CIH.....	\$180.00/Hr
IAQ/IH.....	\$115.00/Hr
Biological Samples (Spore trap).....	\$65.00/sample
Biological Samples (Culture samples).....	\$85.00/sample
Biological Samples (Swab samples).....	\$65.00/sample
Biological Samples (Tape sample).....	\$65.00/sample
IR Camera.....	\$100.00/day
Q-track.....	\$25.00/day
VOC Analysis	\$245.0/sample
Aldehyde Profile.....	\$245.0/sample

Lead Services

EPA Certified Inspector/Risk Assessor.....	\$85.00/Hr
XRF Readings	\$5.00/Shot
Wipe/Bulk Samples	
24-Hr TAT.....	\$20.00/sample
2 Days TAT.....	\$18.00/sample
3 Days TAT.....	\$17.00/sample
Lead Air Sampling	
24-Hr TAT.....	\$20.00/sample
2 Days TAT.....	\$18.00/sample
3 Days TAT.....	\$17.00/sample

Professional Services

Project Management.....	\$120.00/Hr
Contract Administration.....	\$120.00/Hr
Certified Industrial Hygienist	\$171.00/Hr
Professional Engineer (PE).....	\$160.00/Hr
Professional Geologist.....	\$119.00/Hr
Senior Industrial Hygienist.....	\$106.00/Hr
Industrial Hygienist.....	\$75.00/hr
Environmental Engineer.....	\$80.00/hr
CAD Drawings/Floor Plans.....	\$75.00/Hr

Radon Services

Radon Measurement Technician.....	\$85.00/Hr
Radon Measurement Specialist.....	\$125.00/Hr
Radon Sampling Kits.....	\$25.00/sample

Hourly rates listed above are fully loaded (burdened), and include all labor; direct and indirect overhead; margins and profits; customary expenses; and travel within the Tampa Bay Metropolitan area. Travel outside the Tampa Bay Metropolitan Area will be charged in accordance with current Florida Statutes. Rates will be held firm for the initial contract term.



ELEMENT Engineering Group*
Unit Fee Schedule for
Subsurface Utility Engineering
& Surveying Support

Exhibit A

Service	Unit	Rate
Designer	Hour	\$130.00
Senior Surveyor & Mapper	Hour	\$200.00
SUE PM	Hour	\$264.00
Designating Crew 3-person	Day	\$2,049.35
Locating Crew 3-person	Day	\$2,140.30
Surveying Crew 3-Person	Day	\$1,626.88

*Formerly Omni Communications, LLC

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. INSURANCE:

- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- d) If any insurance provided pursuant to the Agreement expires, or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date
 - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - (2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- f) If subcontracting is allowed under this RFP, the Prime Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (1) All subcontracts between Consultant and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Consultant to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Consultant is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (4) Property Insurance Consultant will be responsible for all damage to its own property, equipment and/or materials.



Hazen and Sawyer
7751 Belfort Pkwy, Suite 110
Jacksonville, FL 32256 • 904.296.1503

April 20, 2023

Deryle Calhoun Jr., P.E.
Director of Public Works
City of Neptune Beach
2010 Forest Ave.
Neptune Beach, FL 32266

Re: Work Order Authorization

Dear Mr. Calhoun:

Please find enclosed the signed consultant services agreement for the City of Neptune Beach WRF Process Evaluation and Optimization – Phase 1. If you need any additional information, please let us know. We look forward to working with you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Cait Klug". The signature is fluid and cursive, with the first name "Cait" and last name "Klug" clearly distinguishable.

Caitlin T. Klug, PE
Senior Associate

Enclosure

cc: Andre Dieffenthaler, PE

CONSULTANT SERVICES AUTHORIZATION

Client	City of Neptune Beach
Firm	Hazen and Sawyer
Master Agreement	Pinellas County Continuing Professional Services Agreement, executed April 27, 2021
CSA No.	1
Project Name	WRF Process Evaluation and Optimization – Phase 1
Project Description	Project includes project management, data review and analysis, BioWin modeling, evaluation of IFAS performance, clarifier / RAS hydraulic analysis, BNR optimization / recommendations and on call assistance. Phase 1 includes project management, data review and analysis, BioWin modeling, evaluation of IFAS performance and on call assistance in support of the project.
Project Exhibits and Attachments	Exhibit A – Scope of Services Exhibit B – Fee Schedule
Duration (in days)	This authorization shall be in full force and effect until the Consultant completes the services identified in Exhibit A.
Compensation	\$32,480
Special Contract Conditions	N/A
Insurance Requirements	Professional Liability

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this __ day of _____, 20__ .

Attest:

NEPTUNE BEACH, Florida

Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attest:

HAZEN AND SAWYER

Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

ENGINEERING SERVICES PROPOSAL FOR
City of Neptune Beach
WRF PROCESS EVALUATION AND OPTIMIZATION

April 20, 2023 Phase 1 FINAL

SCOPE OF SERVICES

Hazen and Sawyer, P.C. will perform the following tasks in association with the process evaluation and optimization at the Neptune Beach WRF.

Task 1 – Project Management/Kick-Off Meeting: Under this task, information on the existing facility will be collected and Neptune Beach staff objectives ascertained. The purpose of the virtual kick-off meeting is to initiate the project and establish the necessary coordination between Hazen and Neptune Beach staff. Hazen staff will attend a kick-off meeting within a week of the date of the Purchase Order, or as soon as Neptune Beach staff can be convened. The purpose of the kick-off meeting is as follows:

1. Introduce Neptune Beach staff members and Hazen’s team members who will be involved in the project.
2. Hazen will review the objectives of the project with Neptune Beach.
3. Hazen will collect available record drawings and data.
4. Hazen will conduct a site walkthrough to fully understand where the main issues are occurring and existing system details.

Hazen will provide the following services for the duration of the project (assumed as six months).

- **Project Coordination:** Coordinate with Project Managers from Neptune Beach throughout the project via meetings, share site, email and phone conversations to respond to questions, provide regular project updates, and discuss other project requirements.
- **Manage Budget:** Manage the budget, schedule, and invoicing throughout the duration of project.
- **SharePoint Site:** Develop a SharePoint site or other web-based site to transfer files, provide project updates, and exchange information. Hazen will maintain this site throughout the project duration.

Task 2 – Historical Data Review and Analysis: Hazen will review and analyze the historical plant operations and lab data (3 years of influent and effluent data, 1 year of process control data). A summary of findings will be included in the workshop.

Exhibit A

Task 3 – BioWin Model Development: Hazen will develop a limited BioWin process model for the Neptune Beach WRF Plant 1. Collection of additional field data for model calibration and verification is not included in this scope of services. The BioWin model will be used as a high-level tool for the evaluation of Plant 1 capacity and conceptual modifications required to achieve TN compliance.

Task 4 – IFAS Performance and Media Replacement Evaluation: Hazen will evaluate the performance of the IFAS system based on available historical data from Neptune Beach. Based on initial conversations with the City, the media is in poor shape and must be replaced. The existing media is no longer manufactured. Hazen will coordinate with two vendors for media replacement to develop feasibility and costs for replacement with new media. Detailed information on the existing aeration diffusers and media screens will be required for the vendor evaluation. A summary of the evaluation and recommendations will be summarized in the workshop. Hazen will evaluate the ability to operate without media, based on BioWin modeling in Task 3, prior to contacting vendors.

Task 5 – Immediate Assistance / Calls: Hazen will provide on-call support for WRF operators. A total of 8 hours for this task is included.

TIME OF PERFORMANCE

The work described in Tasks 1 through 5 of this Scope of Services will be completed within 90 days of receipt of a written notice-to-proceed.

COMPENSATION

Hazen and Sawyer, P.C. proposed to provide the above services to Neptune Beach for a not-to-exceed lump sum of \$32,480 dollars.

AUTHORIZATION

Hazen and Sawyer, P. C.

By: _____

Name: Andre Dieffenthaler

Title: Vice President

Date: _____

Neptune Beach

By: _____

Name: Deryle Calhoun

Title: Neptune Beach Public Works Director

Date: _____

Exhibit B
ENGINEERING SERVICES PROPOSAL FOR
City of Neptune Beach
WRF PROCESS EVALUATION AND OPTIMIZATION
April 20, 2023 PHASE 1

	Assistant Engineer	Principal Engineer	Senior Associate	Vice President		Total
Task 1 – Project Management/Kick-Off Meeting	4	32		8	44	\$ 7,440
Task 2 – Historical Data Review and Analysis	24			4	28	\$ 3,880
Task 3 – BioWin Model Development		60	2	16	78	\$ 13,760
Task 4 – IFAS Performance and Media Replacement Evaluation	8	16	2	4	30	\$ 4,900
Task 5 – Immediate Assistance / Calls				8	8	\$ 2,000
Expenses						\$ 500
	36	108	4	40	188	\$ 32,480
Rates	\$ 120	\$ 155	\$ 230	\$ 250		

City of Neptune Beach

ENGINEERING SERVICES

Rates for Hazen Engineering Team

Labor Category	2023 Categorical Hourly Rate
Assistant Engineer	\$120
Engineer	\$135
Principal Engineer	\$155
Senior Principal Engineer	\$185
Associate	\$200
Senior Associate	\$230
Associate Vice President	\$240
Vice President	\$250
Senior Consultant	\$275
Senior Designer	\$115
Principal Designer	\$150
Secretary / Office Support	\$110



Agenda Item #10G and H
Saltus Engineering Continuing
Services Contract

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

AGENDA ITEM:	<u>Items #10G and H</u> , Consideration of Continuing Services Contract with Saltus Engineering and if approved, Task 1 with Saltus Engineering
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	April 24, 2023
BACKGROUND:	CONB has an active consent order with the Florida Department of Environmental Protection (FDEP) for significant sanitary sewer overflows which occurred in 2021 and for which improvements have been completed. The Consent Order requires CONB to complete and submit to FDEP an initial Capacity, Management, Operations and Maintenance (CMOM) and Asset Management Program (AM) evaluation of the sanitary sewer system. Staff has identified for adoption an existing continuing services contract with the Town of Welaka as provided by Saltus Engineering to provide support for these activities. Task 1 would include: • Sewer Overflow Response Plan (SORP) • Monitoring Data Review and Sewer System Capacity Analysis Report • Management and Financial Analysis • Prepare CMOM and AM Program assessment and summary report
BUDGET:	Sewer Operations 401-4335-535-30-31 / Professional Services FY23 Budget = \$587,000.04, Available = \$504,847.55
RECOMMENDATION:	Approval of continuing services contract with Saltus Engineering Approval of Task 1 with Saltus Engineering in the amount of \$23,500.00
ATTACHMENT:	Proposed agreement with CONB Continuing Services Contract (Town of Welaka) Task 1 Scope

AGREEMENT UTILIZING TOWN OF WELAKA, FLORIDA CONTRACT FOR ENGINEERING SERVICES) BETWEEN THE CITY OF NEPTUNE BEACH AND SALTUS ENGINEERING, INC.

THIS **AGREEMENT** is made and entered into _____ day of May, 2023, by and between the CITY OF NEPTUNE BEACH, a municipal corporation of the State of Florida, whose address is 116 First Street, Neptune Beach, FL 32266, (the "CITY"), and **Saltus Engineering, INC**, with a principal address at Post Office Box 8969, Fleming Island, Florida 32006, (the "ENGINEER"), to provide engineering and consulting services deemed necessary by the CITY (the "PROJECT").

WHEREAS, effective September 2, 2022, the Town of Welaka, Florida awarded a contract to Saltus Engineering, LLC, (the "Town of Welaka, Florida Contract") to ENGINEER. A copy of the Town of Welaka, Florida Contract, its exhibits, work and services descriptions, and quotations is attached hereto and incorporated herein as **Composite Exhibit "A"**; and

WHEREAS, said Town of Welaka, Florida Contract was competitively procured and awarded by the Town of Welaka, Florida as contracting authority according to Florida law; and

WHEREAS, the CITY has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

WHEREAS, the CITY is a public agency subject to Chapter 119, Florida Statutes; and

WHEREAS, the Town of Welaka, Florida Contract is broad enough to include the PROJECT, and ENGINEER has agreed to allow CITY to use the Town of Welaka, Florida Contract; and

WHEREAS, it is in the best interests of the parties to use the Town of Welaka, Florida Contract for the PROJECT and to add those contractual provisions CITY is required to use by ordinance or policy;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are

hereby.acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. The ENGINEER shall comply with Florida's Public Records Law. Specifically, pursuant to Florida Statute Section 199.0701, the parties agree to the following:
 - a. During the term of this Agreement, the ENGINEER shall comply with the Florida Public Records Law, to the extent such law is applicable to the ENGINEER. If Section 119.0701, Florida Statutes is applicable, the ENGINEER shall do the following:
 - i. Keep and maintain public records required by the CITY to perform this service;
 - ii. Upon request from the CITY, 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 allowed by law;
 - iii. Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the ENGINEER does not transfer the records to the CITY;
 - iv. Upon completion of the contract, ENGINEER will transfer, at no cost, all public records to the CITY, or keep and maintain public records required by the CITY to perform the service.

If the ENGINEER transfers to the CITY all public records upon completion of the contract, the ENGINEER shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the ENGINEER keeps and maintains public records upon completion of

the contract, the ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the **CITY**.

- b. The ENGINEER shall keep and make available to the CITY for inspection and copying, upon written request by the CITY, all records in the ENGINEER's possession relating to this Agreement. Any document submitted to the CITY may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the ENGINEER's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- c. During the term of this Agreement, the ENGINEER may claim that some or all of the ENGINEER's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Operator in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The ENGINEER shall clearly identify and mark Confidential Information as "Confidential Information" and the CITY shall use its best efforts to maintain the confidentiality of the information properly identified by the ENGINEER as "Confidential Information."
- d. The CITY shall promptly notify the ENGINEER in writing of any request received

by the CITY for disclosure of the ENGINEER's Confidential Information and the ENGINEER may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The ENGINEER shall protect, defend, indemnify, and hold the CITY, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The ENGINEER shall investigate, handle, respond to, and defend, using counsel chosen by the CITY, at the ENGINEER's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The ENGINEER shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The ENGINEER releases the CITY from all claims and damages related to any disclosure of documents by the CITY.

- e. If the ENGINEER refuses to perform its duties under this section within 14 calendar days of notification by the CITY that a demand has been made to disclose the ENGINEER's Confidential Information, then the ENGINEER waives its claim that any information is Confidential Information, and releases the CITY from claims or damages related to the subsequent disclosure by the CITY.
- f. A request to inspect or copy public records relating to this Agreement must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the ENGINEER of the request, and theENGINEER must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time.
- g. If the ENGINEER fails to comply with the Public Records Law, the ENGINEER shall be deemed to have breached a material provision of this Agreement and the

CITY shall enforce this Agreement and the ENGINEER may be subject to penalties pursuant to Chapter 119.

3. **ENGAGEMENT OF CONSULTANT:** CITY hereby engages ENGINEER and ENGINEER hereby accepts said engagement for the purpose of providing engineering and consulting services deemed necessary by the CITY, as described in and according to the provisions of the Town of Welaka, Florida Contract and its exhibits, work and services descriptions, and quotations made thereunder and the quotation submitted to the Town of Welaka, Florida by ENGINEER (hereinafter the "Town of Welaka, Florida Contract"), together identified as **Composite Exhibit A** and by this reference made a part hereof and incorporated herein, and in accordance with the other provisions required by law, ordinance, or policy for CITY contained in this Agreement. Said **Composite Exhibit A** is on file in CITY's City Hall, 116 First Street, Neptune Beach, FL 32266. With respect to the PROJECT, the provisions, terms, and conditions of the Town of Welaka, Florida Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Town of Welaka, Florida Contract shall be resolved in favor of this Agreement, with the provisions of this Agreement superseding any conflicting provisions in the Town of Welaka, Florida Contract, but only to the extent of any conflict.
4. **COORDINATION AND SERVICES PROVIDED BY CITY:** The CITY shall designate for the Project a Project Coordinator who will, on behalf of CITY, coordinate with the ENGINEER and administer this Agreement according to the terms and conditions contained herein and in the exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of ENGINEER to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be: **Deryle Calhoun, PE (Telephone: (904) 994-3935; Email: dpcw@nbfl.us).**

5. DURATION OF AGREEMENT/PRICING AVAILABLE TO OTHER ENTITIES: The term of this Agreement shall commence on the execution of this Agreement and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until the completion and closeout of the PROJECT authorized and accepted to the City's satisfaction.
6. DESCRIPTION OF SERVICES: The description of services are as detailed in the Agreement which is attached hereto and incorporated herein as **Composite Exhibit A**.
7. PAYMENTS FOR SERVICES OF CONSULTANT. The CITY shall pay the ENGINEER in accordance with the terms and rates, as applicable, in the Agreement for the purpose of providing engineering and consulting services deemed necessary by the CITY, which is attached hereto and incorporated herein as **Composite Exhibit A**. Payments shall not exceed the cost negotiated by CITY and ENGINEER.
8. NOTICE. In addition to the notice requirement in **Composite Exhibit A**, notice to CITY under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Chief Richard J. Pike, Interim City Manager

116 First Street, Neptune Beach, FL 32266

9. GOVERNING STATE LAW/SEVERABILITY VENUE. The rights, obligations, and remedies of the parties as specified under the Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Agreement shall be in courts of competent jurisdiction located in Duval County, Florida.

10. COUNTERPARTS. The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments hereto 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. The parties further agree that e-mail transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

CITY: CITY OF NEPTUNE BEACH

By: _____
Print Name: _____
Print Title: _____
Date: _____

ATTEST

Approved as to form and legal sufficiency

Execution: _____

[Corporate Seal]

CONSULTANT: SATUS ENGINEERING, INC

By: _____

Print Name: David Bolam

Print Title: President

Date: _____

STATE OF FLORIDA
COUNTY OF (DUVAL)

The foregoing instrument was acknowledged before me by means ___ physical presence or ___ online
notarization, this ___ day of _____, 2023, by _____ of SALTUS ENGINEERING, INC a
Domestic corporation authorized to do business in the State of Florida, and who is personally known to me or who has
produced the following _____ as identification

Print Name of Notary: _____

My Commission Expires: _____

[Notary Seal] _____

CONTINUING CONTRACT FOR ENGINEERING SERVICES

THIS Agreement made this 2nd day of September, 2022, by and between **the TOWN OF WELAKA**, a Florida municipal corporation, whose address is 400 4th Avenue, Welaka, Florida 32193, Email: townclerk@welaka-fl.gov (hereinafter called "TOWN") and, **Saltus Engineering, Inc.**, a Florida for profit corporation, whose address is Post Office Box 8969, Fleming Island, FL 32006, Email: djbengineering@msn.com (hereinafter called "ENGINEER").

WHEREAS, pursuant to Request for Qualifications issued May 2, 2022, the TOWN advertised for non-exclusive continuing contracts for engineering and consulting services deemed necessary by TOWN; and

WHEREAS, pursuant to Section 287.055, Florida Statutes (F.S.), and the applicable procedures of the TOWN, the TOWN selected the ENGINEER to provide said Engineering Services; and

WHEREAS, the ENGINEER is willing and able to perform such Engineering Services for the TOWN within the basic terms and conditions hereinafter set forth; and

WHEREAS, the purpose of this Agreement is not to authorize a specific project but to set forth certain terms and conditions which shall be incorporated into subsequent "Task Assignments" for specific projects or services when required; and

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby agreed that the ENGINEER shall serve as the TOWN's professional representative for those Task Assignments to which this Agreement applies and provide Engineering Services on the terms and conditions hereinafter set forth.

SECTION 1 – ENGINEERING SERVICES

TOWN currently requires or anticipates requiring Engineering Services for the TOWN's water, wastewater, stormwater, roadway, sidewalk, recreation, and environmental systems. The Engineering Services may include, but are not limited to, planning services, design services, permitting assistance, bid and proposal development services, services during construction, and other engineering services related to these types of projects.

ENGINEER, by its signature below, represents that ENGINEER has the capability to provide some or all of the Engineering Services related to the design, permitting and construction of: water treatment plants and distribution systems; wastewater collection and treatment systems; reclaimed water distribution improvements; water and sewer line extensions; sizing of water and sewer mains; water production wells; wastewater lift stations, environmental impact assessments; mitigation; stormwater management and treatment systems; roadways and drainage improvements; sidewalk and trail improvements; park improvements, and other related civil engineering projects.

TOWN shall, from time to time at its sole discretion, authorize ENGINEER in writing to provide such Engineering Services for a specific Project under the terms of this Agreement.

Said authorization is referred to herein as a "Task Assignment" and shall be issued on a form substantially similar to the form attached hereto as EXHIBIT "A." A Task Assignment will, by mutual agreement, set forth (1) the scope of services, (2) the deliverables, (3) the time of performance, (4) method and amount of compensation, and (5) any other provisions or conditions that may apply to that particular Task Assignment.

SECTION 2 - TOWN's RESPONSIBILITIES

TOWN shall:

- Provide all criteria and full information as to TOWN's requirements for the Engineering Services, including design objectives and constraints, space, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; and furnish copies of all design and construction standards which TOWN will require to be included in the Drawings and Specifications.
- Assist ENGINEER, by placing at its disposal, all available information pertinent to the Project, including previous reports and any other data available to TOWN that is pertinent to the design or construction of the Project.
- Furnish to ENGINEER, to extent available, data not within the scope of the ENGINEER's Task Assignment that is prepared by or services of others, including without limitation borings, probes, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations; all of which ENGINEER may use and rely upon in performing the Engineering Services.
- Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other engineers as TOWN deems appropriate for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- Designate, in writing, a person to act as TOWN's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

- Give prompt written notice to ENGINEER whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).

SECTION 3 - PERIOD OF SERVICE

Term of Agreement: This Agreement shall continue in full force for a period of three (3) years from the date of signing by the TOWN with an opportunity to extend the Agreement for an additional three (3) year period.

Task Assignment: Each Task Assignment shall specify the Time Period agreed to by TOWN and ENGINEER for services to be completed under said Task Assignment.

SECTION 4 - PAYMENTS TO ENGINEER

Methods of Compensation: Within each Task Assignment the TOWN and ENGINEER may agree on, but not be limited to, one of the following methods of compensation. If a different method of compensation is to be used, the Task Assignment will set forth the basis for such compensation.

Hourly Rates Method: TOWN shall pay ENGINEER for services rendered an amount based on ENGINEER's current Hourly Rate for services rendered by employees assigned to the Project (EXHIBIT B). In addition to the charges for hourly services, TOWN will pay for Direct Project Expenses. ENGINEER will invoice TOWN monthly.

Lump Sum Method: For services rendered the TOWN shall pay the ENGINEER a lump sum fee as mutually agreed upon and set forth in the Task Assignment. ENGINEER will invoice TOWN monthly based upon ENGINEER's estimate of the percentage of the total services completed at the time of billing.

Direct Project Expenses: Direct Project Expenses include the actual expenses incurred in connection with the Project for: reproduction of reports, Drawings, Specifications, and similar project-related items; preapproved travel expenses directly related to the Project, except that travel costs related to the ENGINEER's travel to and from ENGINEER's offices and the Town of Welaka shall not be reimbursable; and other expenses of a similar nature. Such Direct Project Expenses shall be estimated prior to the start of the Project and submitted with the relevant Task Assignment.

Payments by TOWN: Monthly invoices shall be paid by TOWN in accordance with the Local Government Prompt Payment Act, Sections 218.70–.80, F.S. Any disputes regarding any of ENGINEER's invoices hereunder shall be resolved in accordance with Section 218.76, F.S. ENGINEER's invoices shall be accompanied by ENGINEER's written description of work accomplished as described in the invoice.

Late Payment: If TOWN fails to timely make any payment due ENGINEER for services and expenses under any undisputed invoice, the ENGINEER may, after giving seven (7) days

written notice to TOWN, suspend services under this Agreement until it has been paid in full all amounts due for services and expenses. Any portion of an invoice that is disputed by TOWN shall not be considered due for the purposes of this paragraph until the matter is resolved in accordance with the procedures provided herein.

Truth-in-Negotiation Certification: In accordance with Section 287.055(5)(a), F.S., for any professional services authorized by a Task Assignment pursuant to this Agreement in which the fee is over \$195,000.00 USD, ENGINEER hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Task Assignment. The original contract price set forth in said Task Assignment and any additions thereto shall be adjusted to exclude any significant sums by which the TOWN determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 5 - GENERAL CONSIDERATIONS

Termination: If at any time during the term of this Agreement the TOWN determines that the ENGINEER has breached the terms of this Agreement, the TOWN shall notify the ENGINEER in writing stating therein the nature of the alleged breach and directing the ENGINEER to cure such breach within no less than fourteen (14) days. If the ENGINEER fails to cure said breach within the allotted time, the TOWN may, at its election at any time after the expiration of allotted time to cure, terminate this Agreement by giving written notice thereof to the ENGINEER specifying the effective date of the termination. Either party may terminate without cause upon ten (10) business days written notice. Upon termination, the ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

Upon receipt of a notice of termination, with or without cause, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) upon payment for services rendered through the date of termination, deliver or otherwise make available to the Client all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by the ENGINEER in performing this contract, whether completed or in process.

Reuse of Documents: All documents, data, and programs prepared by the ENGINEER are related exclusively to the services described in the Task Assignment. They are not intended or represented to be suitable for use or reuse by the TOWN or others on extensions of the Engineering Services or on any other project. Any modifications made by the TOWN to any of the ENGINEER'S documents, or any use, partial use, or reuse of the documents without written authorization by the ENGINEER will be at the TOWN's sole risk and without liability to the ENGINEER.

Public Records: ENGINEER shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, the ENGINEER shall (1) keep and maintain public records required by the public agency to perform the service; (2) upon request from the public agency's custodian of public records, provide the public agency 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 under Florida's Public Records law or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of this contract if the ENGINEER does not transfer the records to the public agency; and (4) upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the ENGINEER or keep and maintain public records required by the public agency to perform the service. If the ENGINEER transfers all public records to the public agency upon completion of the contract, the ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ENGINEER keeps and maintains public records upon completion of this contract, the ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, ENGINEER SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Town Clerk, 400 4th Avenue, Welaka, FL 32193, TownClerk@welaka-fl.gov.

Successors and Assigns: TOWN and ENGINEER each bind itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Neither TOWN nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent engineers, associates and subcontractors as it may deem appropriate to assist in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than TOWN and ENGINEER.

Waiver: The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstances shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

Governing Law and Jurisdiction: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Florida and jurisdiction shall lie

exclusively in the courts of Putnam, County, Florida, if in state court, and Orange County, Florida, if in federal court.

Severability: Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

Merger Clause: This instrument constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this, or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in a writing signed by the parties hereto and their duly authorized agents.

Notices: All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by email transmission, or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to TOWN: Town of Welaka
400 4th Avenue, Welaka, FL 32193
Email: townclerk@welaka-fl.gov

If to ENGINEER: Saltus Engineering, Inc.
c/o David Bolam
Post Office Box 8969 Fleming Island, Florida 32006
Email: djbengineering@msn.com

Either party may change its address for purpose of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph.

Force Majeure: Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which Services may be continued.

Prohibition Against Contingent Fees: In accordance with Section 287.055(6)(a), F.S., the ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, 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 a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Mediation: The parties agree that no action shall be brought hereunder in any court unless the parties have first considered using mediation to resolve the dispute.

Insurance: ENGINEER will procure business insurance in the types of coverage and limits shown below. Evidence of insurance shall be supplied to TOWN prior to commencement of ENGINEER's services in the form of a Standard Acord Form issued by the insurer or insurer's agent listing TOWN as certificate holder. TOWN shall be listed as additional insured on ENGINEER's Commercial General Liability and Automobile Liability insurance policies.

- a. Commercial General Liability: \$1,000,000 per occurrence and aggregate
- b. Automobile Liability: \$1,000,000 combined single limit (including hired and non-owned liability)
- c. Workers Compensation: Statutory Limits
- d. Employer's Liability: \$1,000,000 each accident; \$1,000,000 disease – policy limit; \$1,000,000 disease – each employee
- e. Professional Liability: Not less than \$1,000,000 per claim

Indemnification: ENGINEER shall indemnify and hold harmless TOWN and its 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 ENGINEER and other persons employed or utilized by the ENGINEER in the performance of the Agreement.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both TOWN and ENGINEER, the risks have been allocated such that TOWN agrees, to the fullest extent permitted by law, to limit the liability of ENGINEER and ENGINEER's officers, directors, partners, employees, shareholders, owners and subcontractors for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of ENGINEER and ENGINEER's officers, directors, partners, employees, shareholders, owners and subcontractors shall not exceed \$500,000, or ENGINEER's total fees for services rendered on a Task Assignment, whichever is greater. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notice: This Agreement is a professional services contract which meets the requirements of and is subject to Chapter 558, Florida Statutes. Accordingly,

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

Construction Cost Estimating: Any opinion of the Construction Cost prepared by ENGINEER represents its judgment as a design professional and is supplied for the general guidance of the TOWN. Since ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the TOWN.

Mutual Waiver of Consequential Damages: In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

Certifications: The ENGINEER shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the ENGINEER does not have actual knowledge, or that would cause the ENGINEER to violate applicable rules of professional responsibility.

Licenses: ENGINEER shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law for ENGINEER to render its services hereunder. ENGINEER shall require all subcontractors to comply with the provisions of this paragraph.

ENGINEER Not Agent of TOWN: The ENGINEER is not authorized to act as the TOWN's agent hereunder and shall have no authority, express or implied, to act for or bind the TOWN hereunder, either in ENGINEER's relations with subcontractors, or in any other manner whatsoever except as elsewhere provided for herein. ENGINEER is not an "Agency" acting on behalf of TOWN as defined in Section 119.011, F.S.

Amendment: The provisions of this Agreement may not be amended, supplemented, waived, or changed orally, but only by writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought. No amendment to this Agreement shall be effective, except those agreed to in writing and signed by both of the parties.

Accounting Records: For each project authorized by TOWN, ENGINEER will maintain accounting records which will include timecards, job cost records, invoices, and such other data necessary to identify project costs. Said records will be made available to TOWN's authorized financial personnel for inspection at ENGINEER's office upon request.

E-Verify: ENGINEER and its subcontractors, if any, warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to,

registering with, and using the E-Verify system. ENGINEER agrees and acknowledges that the TOWN is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the TOWN has a good faith belief that ENGINEER has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the TOWN shall terminate the Agreement. If the TOWN has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the TOWN shall promptly notify ENGINEER and order ENGINEER to immediately terminate the contract with the subcontractor. ENGINEER shall be liable for any additional costs incurred by the TOWN because of the termination of the Agreement based on ENGINEER's failure to comply with the E-Verify requirements referenced herein.

Entire Agreement: This Agreement and the contract documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Agreement shall be binding upon the successors and assigns of the parties.

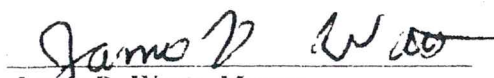
Remainder of page intentionally left blank

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the ENGINEER by its duly authorized officers, and the TOWN has caused the same to be duly executed in its name, effective as of the date hereinabove written.

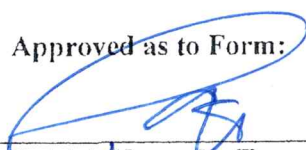
ATTEST:

TOWN OF WELAKA:


Meghan E. Allmon, Town Clerk


Jamie D. Watts, Mayor

Approved as to Form:


Patrick Kennedy, Town Attorney

SALTUS ENGINEERING, INC.:


David J. Bolam, President

EXHIBIT A

(SAMPLE TASK ASSIGNMENT)

<AGREEMENT NAME>
TASK ASSIGNMENT No. ____
TITLE OF PROJECT ____

This TASK ASSIGNMENT, made and entered into by mutual agreement of the parties hereto, is made a part of the Agreement dated _____, by and between the **TOWN OF WELAKA (TOWN)** and _____ (ENGINEER), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

ENGINEER will provide services as outlined in the attached Scope of Services, for a total of _____ (Not to exceed or lump sum), \$ _____.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this TASK ASSIGNMENT upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

TOWN of WELAKA:

ENGINEER:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TRUTH-IN-NEGOTIATION CERTIFICATE

(To be executed for Task Assignments with a fee of \$195,000 or more)

The undersigned executes this truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

ENGINEER

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

ENGINEER'S HOURLY RATE AND DIRECT PROJECT EXPENSE RATE SCHEDULES

Saltus Engineering - Professional Services Rate Table (2022)					
	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Administrative Assistant
Labor Rate (per hour)	\$150.00	\$125.00	\$100.00	\$75.00	\$45.00
Miscellaneous and Direct Expenses (travel expenses, copies, photographs, postage, etc.)	At Cost plus 5% administration fee				
Vehicle mileage reimbursement	At current IRS allowable rate				
Sub-consultants	At Cost plus 15% administration fee				

April 24, 2023

Chief Richard J. Pike
Interim City Manager
City of Neptune Beach
2010 Forest Avenue
Neptune Beach, FL 32266

Re: Proposal for Professional Engineering Services to assist with compliance with FDEP
Consent Order – OGC File No. 22-2304

Dear Mr Pike:

This proposal to the City of Neptune Beach (Client) is for Engineering services to be performed by Saltus Engineering, Inc. (Engineer). Some activities may be supported by sub-consultants on an as-needed basis.

Background

On March 17, 2023, the City of Neptune Beach received Consent Order OGC File 22-2304 from the Florida Department of Environmental Protection to resolve sanitary sewer overflows occurring on September 20 and September 22, 2022. In item 7 of the Consent Order, the City is required to conduct the following:

Within 365 days of the effective date of this Consent Order, Respondent shall complete and submit an initial Capacity, Management, Operations and Maintenance and Asset Management Program (CMOM and AM Program) assessment of the existing condition of all force mains, gravity mains, connections, isolation or control valves, air release valves, pump stations, and manholes in the collection system. This assessment shall be based on age, materials, estimated remaining life span under actual environmental and usage conditions, the maintenance and surveillance history, the capacity and actual loading of mains and pump stations, and any other information that bears on potential failures. The assessment shall be done in sufficient detail that the resulting information can be used to prioritize and schedule improvements and preventive maintenance.

Submit a report summarizing the results of the assessment, identifying areas of highest vulnerability for failure resulting in unauthorized discharges, and outlining the plan to repair, rehabilitate, or replace the most vulnerable components of the system.

Scope of Work

Engineer proposes to provide engineering services to Client to complete the following Scope of Work which is divided into several tasks.

Tasks included are as follows:

- Task 1 – Assist the Client with the preparation of the Sanitary Sewer Overflow Response Plan (SORP) described in item 6 of the consent order. The city's Public Services Department has already prepared a Collection System Operations plan that includes a Spill Response checklist to be followed in the event of a sanitary sewer system overflow. The Engineer shall review this checklist against the items required by the consent order and make additions or modifications to the city's current plan to comply with the order.

Deliverable: Final SORP for submittal to FDEP.

- Task 2 – Complete capacity analysis of critical mains and pump stations. Identify potential areas of elevated infiltration or inflow based on pumping station run-time data. This analysis will compare current utilization to the city's level of service criteria to identify where deficiencies may exist that could potentially result in an SSO.

Deliverable: Collection/Transmission system capacity analysis report.

- Task 3 – Review current management and financial information including existing operating expenses, operating revenues, and debt service to determine if funding is adequate to maintain the assets at the required level of service. This work will assist the city with making budgetary decisions about operation and maintenance expenses, impacts of capital improvements and rate sufficiency.

Deliverable: Wastewater System Fiscal Sustainability Report

- Task 4 – Prepare the Capacity, Management, Operations and Maintenance and Asset Management Program (CMOM and AM Program) assessment to comply with item 7 of the consent order. The Engineer proposes using the EPA CMOM check list as the guide and to complete checklist from the information gathered in Tasks 1 through 4. A report shall be prepared to present the results of the assessment, schedule and priority of any improvements and preventive maintenance identified from the assessment.

Deliverables: 1. CMOM and AM Program summary report for submittal to FDEP.

2. Respond to FDEP comments and prepare quarterly status reports.

Client Responsibilities

The City of Neptune Beach will provide the following:

1. The City will grant Engineer permission to create, modify and update the City's on-line mapping service during the term of this assignment.
2. Access to facilities and operating data as needed for inspection and for completion of the tasks to be performed.

3. Assist with scheduling meetings with various city staff to collect and review data and to determine the best path for implementing the program.

Services Not Included

Services not included with this Scope of Services:

- Field or as-built surveys of the wastewater collection/transmission system.
- Asset Inventory or development of GIS interactive map.
- Hydraulic modeling is limited to spreadsheet analysis of system capacity. EPANet or EPA SWMM models can be used if required by FDEP as an additional service.
- Assistance with compliance issues or engineering services not identified in this Scope of Work.
- Collection System Action Plan pursuant to proposed FDEP Rule 62-600.705(2) F.A.C.
- Rate or Impact Fee Study. Services are limited to determining revenue sufficiency to cover expenses including proposed capital improvements.

Schedule

Time is of the essence in complying with the consent order with the first submittal to the FDEP on or before May 15, 2023. Work will begin immediately upon Notice to Proceed. The Engineer shall commit to completing the remaining tasks within 240 days from issuance of the Notice to proceed.

The schedule of deliverables will be dependent on the receipt of data and time for Client's review and approval, as applicable.

Budget and Payment

Tasks described herein are proposed on a Time and Materials basis (TM). The Proposed Budget is presented in the table below:

Proposed Budget	
Task	Estimated Fee
1 – Sewer Overflow Response Plan (SORP)	\$1,250
2 – Monitoring Data Review and Sewer System Capacity Analysis Report	\$6,500
3 – Management and Financial Analysis	\$7,500
4 – Prepare CMOM and AM Program assessment and summary report	\$8,250
TOTAL NOT-TO-EXCEED FEE	\$23,500

Chief Richard J. Pike

April 24, 2023

Page 4

Changes to the Proposed Budget will be submitted to Client and approved by Client before commencement of work.

Terms and Conditions/Approval

This proposal expires in 30 days. Terms of this work are included in the Engineer's continuing contract (pending) with the City.

I look forward to discussing the details of this proposal after your review. Please feel free to contact me at 904-742-6545 or davidb@saltuseng.com with any questions you may have.

Sincerely,

SALTUS ENGINEERING, INC.

David J. Bolam, P.E.
President

DJB/



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

AGENDA ITEM:	Item #10I-Water Reclamation Facility – Effluent Pumps Variable Frequency Drives
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	April 25, 2023
BACKGROUND:	Treated wastewater effluent is pumped by two, 150 HP pumps with pumping capacity controlled by variable frequency drives (VFDs). The existing VFDs are tripping frequently; both Siemens and an electrical contractor were utilized in an attempt to troubleshoot and repair. The existing VFDs are over 10 years old and require air conditioning whereas the new models do not. This sole source of Siemens will allow the programming contractor to easily add these units to the existing plant computer operating system. Electrical work (480V power supply) will be handled separately by CONB electrical contractor.
BUDGET:	401-4335-535-60-64 Sewer Machinery and Equipment FY23 Budget \$360,000, Remaining \$49,359.05. Charge \$16,759.46 for VFDs 401-4335-535-30-31 Sewer Professional Services FY23 Budget \$587,000, Remaining \$504,847.55 Charge \$1,200.00 for programming
RECOMMENDATION:	Approve purchase of VFDs and programming services from AWC in the amount of \$17,959.46.
ATTACHMENT:	CONB Requisition spreadsheet AWC Quote CONB staff write-up of project Siemens sole source letter

CITY OF NEPTUNE BEACH, FLORIDA

116 First Street
(904) 270-2400 - Fax: (904) 270-2417

Order #: **PW23-00127****PURCHASE AUTHORIZATION**

Vendor Name: AWC **Date:** 4/21/2023
Vendor Address: 11653 CENTRAL PARKWAY, SUITE 113 **Phone Number:** (813)386-1023x2782
JACKSONVILLE, FL. 32224 **Contact:** SAM HOPE
Requesting Department: SEWER PLANT **Account to Charge:** 401-4336-535-6064
Purpose or Use: EFFLUENT PUMP VFD'S
Vehicle or Equipment Number: _____

Quotes (check the appropriate box)

- ☐ \$500-\$999 Two verbal quotes
☐ \$1,000-\$9,999 Three quotes signed by vendor
☐ \$10,000 and over-Appropriate Authorization and Project Approved by Council

Quantity	Description	Price	Total
2	SIEMENS VFD'S	\$ 8,379.73	\$ 16,759.46
8	PROGRAMMING TIME	\$ 150.00	\$ 1,200.00
SOLE SOURCE			
NOT TO EXCEED THE AMOUNT WITHOUT PRIOR AUTHORIZATION			\$17,959.46

1. All payments shall be made in accordance with FL Statue Ch. 218 the Florida Prompt Payment Act, (*herein know as 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 payments. The Vendor shall make all payments to their material suppliers, vendors, and subcontractors in accordance with the Act.
2. All deliveries shall be F.O.B. Destination.
3. No policies of the Vendor available on the Vendor's website or retained in the Vendor's office are incorporated by reference nor shall be deemed to be part of the Purchase Authorization, contract or agreement, unless the same is fully attached to this Purchase Authorization.
4. With respect to any indemnification under the Purchase Authorization, 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.
5. The Purchase Authorization, contract or agreement shall be governed by the laws of the State of Florida, any disputes to this Purchase Authorization, contract, or agreement which are not resolved by both parties shall be adjudicated in a court of competent jurisdiction within Duval County, Florida.
6. The City objects to any additional or different terms and conditions contained on the Vendor's quote, invoice, website, packing slip or other instruments of service.

APPROVED: _____
Department Head *Date*

APPROVED: _____
Finance Director *Date*

APPROVED: _____
City Manager *Date*

Prepared by: ANGIE BRIDGES



Great Technology
Passionate People
BETTER SOLUTIONS

Confidential: To be used by recipient's organization only

Shipping Method:

Carrier: UPS

Service: Ground

Terms: Prepay and Add

**Check Availability,
 Update Quote or
 Order Online
 (Registration Required)**

To:	From:	Reference:	150hp pumps	Bill To:	Ship To:	Subtotal:	\$ 17,959.46
Adam Prestidge	Sam Hope	Quote Date:	04/20/2023	CITY OF NEPTUNE BEACH	CITY OF NEPTUNE BEACH	Est. Freight:	TBD
CITY OF NEPTUNE BEACH	AWC - JACKSONVILLE Local	Valid Until:	05/21/2023	2010 FOREST AVE.	116 1ST STREET	Est. Tax:	\$ 0.00
wwchief@nbfl.us	Support	AWC Quote #:	2566362	NEPTUNE BEACH, FL	NEPTUNE BEACH, FL	Quote Total:	\$ 17,959.46
	sam.hope@awc-inc.com	Quote Version:	001	32266	32266		
	(813) 386-1023	AWC Account #:	7C0770				

* Lead times may vary due to unforeseen supply chain constraints.

LI #	Part # / Mfg. Name / Description	Qty.	Price	Ext. Price	Availability (ARO)
001	6SL3220-3YE46-0UP0-NEMA1 150 HP, 480V, Variable Frequency Drive Line Item Notes: 150 HP, 480V, Variable Frequency Drive, General Purpose, Variable Torque / Low Overload, Package includes: Intelligent Operator Panel (IOP-2), High Resolution Graphic Color Keypad, DC Choke Built-In, 180 Amps, NEMA 1 Enclosure, Dimensions 44.7" H, 13.3" W, 14.9" D, Siemens G120X Series Drive, Chassis Model # 6SL3220-3YE46-0UP0, Chassis Frame FSF, Two (2) Year Warranty, Some Assembly Required, PROFIBUS DP	2	\$8,379.7297	\$16,759.46	6 Weeks
002	ES Eng TM: ST: BStevens Eng T&M Straight Time: Bob Stevens Line Item Notes: CONB (2) 150hp VFD project AWC list of work to perform: Program and startup for the 2 VFD's CONB provided Items: 1. All work is to be performed within AWC normal working Business	8	\$150.00	\$1,200.00	6 Weeks

LI #	Part # / Mfg. Name / Description	Qty.	Price	Ext. Price	Availability (ARO)
	hours. 2. Provide time to coordinate with the AWC Programing Engineer with 48hrs prior notice for any on-site visits. 3. Provided access and scheduled down time for work to be performed within normal AWC working business hours. 4. Any work performed that is not detailed in the Project Scope described above will be charged extra using the attached AWC Inc. Rate sheet. AWC will advise and seek approval from CONB for any additional work to be performed that is not within the scope of work. 5. Provide installation and wiring for the 2 VFD's AWC Exclusions and conditions: a. AWC will be held harmless for any current or future safety systems				
				Subtotal:	\$ 17,959.46
				Est. Freight:	TBD
				Est. Tax:	\$ 0.00
				Quote Total:	\$ 17,959.46

Notes

1. If tax exempt, please provide a tax-exempt certificate with purchase order.
2. Estimated delivery is based upon availability at time of quotation. Click [Update Quote](#) for current availability.
3. All stock subject to prior sale. Stock material generally ships the same day if purchase orders are received by 2:00PM EST.
4. Unless otherwise agreed to in writing by both parties, all sales resulting from this quote are subject to AWC's [Terms & Conditions](#).
5. The quoted subtotal does not include import/export duties or credit card processing fees.
6. Credit card payments are acceptable if made at time of order placement, subject to a maximum of \$10,000.
A credit card processing charge of up to 3% of the order amount may be added to the order total.
7. We are unable to estimate the freight. We apologize for the inconvenience. Freight will be determined at time of purchase order.
8. Online access is limited to registered users. Please contact your AWC representative to register.
9. Images shown above are for illustration purposes only.



Description: Emergency Replacement of Effluent VFD's

Budget: \$360,000.00

Remaining: \$30,502.72

Date: 04/21/2023

Request: \$17,959.46

Fund: 401-4336-536-6064 / Sewer Machinery & Equipment

Pictures/Maps:



CURRNET VFD



NEW VFD

Background:

The Wastewater Plant is required by FDEP permit to discharge all treated wastewater to the St. Johns River. This is accomplished by two large high service pumps that are controlled by VFD's (Variable Frequency Drives) that determine the pumps speed and therefore its pumping output. The current VFD's in use are over 10 years old, require constant air conditioning, and are faulting or "tripping" daily.

This purchase request is for two new sole source "Siemens" VFD's that do not require air conditioning and are provided by our programming contractor so they can easily be setup with our computer operating system for the plant.

Attached to this document is the sole source letter, quote, and purchase request.

The electrical cost for connecting these to the 480V power supply will be accomplished using our electrical contractor Limbaugh Electric.



January 4th, 2021

Dear Siemens Customer,

Gilson Engineering Sales of Florida is the only authorized contracted representative for Siemens Process Instrumentation products in **Florida**.

Siemens' selection of **Gilson Engineering Sales of Florida** to handle the complete product line in both the Industrial and Municipal markets is based on application and product knowledge, as well as customer support.

At Siemens, we continuously strive to provide our customers with the very best products, services and support. This same commitment is exhibited by our sales representative partners by providing the knowledge and experience to serve all your process instrumentation requirements.

Siemens products now offered and supported by **Gilson Engineering Sales of Florida** include:

- | | |
|--|--|
| ☐ Level Instrumentation | ☐ Pressure and Temperature Transmitters |
| ☐ Valve Positioners | ☐ Loop Controllers |
| ☐ Liquid, Gas, and Solids Flow Meters | ☐ Pneumatics |
| ☐ Process Recorders | ☐ Weighing and Feeding equipment |

Contact information for the (4) major Florida areas are as follows:

Tampa

Contact: Ryan Dean
Phone: 800-860-4499
Fax: 813-655-3513
Email: drd@gilsoneng.com
Cell: 954-644-9602

Orlando

Contact: Shawn Gilson
Phone: 800-860-4499
Fax: 407-444-0335
Email: sg@gilsoneng.com
Cell: 407-399-4233

Miami

Contact: Luis Aristeiguieta
Phone: 800-860-4499
Fax: 407-444-0335
Email: la@gilsoneng.com
Cell: 305-916-0590

Jacksonville

Contact: Jason Hastings
Phone: 800-860-4499
Fax: 407-444-0335
Email: jh@gilsoneng.com
Cell: 904-200-1409

Please issue all purchase orders to:

**Siemens Industry Inc.
c/o Gilson Engineering Sales of Florida
144 Harston Court
Heathrow, FL 32746
Phone: 800-860-4499
Fax: 407-444-0335**

If you have any questions, feel free to contact me at 414-614-9305.

Best Regards,

KJ Charles

Kenneth Charles, National Channel Manager
Siemens Industry, Inc.
8871 W Silverwood Ct
Franklin, WI 53132

1701 E Lamar Blvd, Suite 290
Arlington, TX 76006
Phone: 800-365-8766 Fax: 972-522-4501 email: kenneth.charles@siemens.com