



AGENDA (Amended)
Special and Workshop City Council Meeting
Tuesday, June 20, 2023, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. CONSIDERATION OF APPOINTMENT OF CITY MANAGER POSITION p. 3
3. CONSIDERATION OF APPROVAL OF CONTRACT AGREEMENT WITH THE SOUTHERN GROUP p. 15
4. ORDINANCE NO. 2023-04, FIRST READ AND PUBLIC HEARING AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA FOR FISCAL YEAR 2023, BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023 p. 19
5. CONSIDERATION OF APPROVAL OF TASK ORDER #2 OF MASTER RESEARCH AGREEMENT WITH UNIVERSITY OF FLORIDA p. 27
6. CONSIDERATION OF APPROVAL OF POTABLE WELL #1 -EMERGENCY GEOPHYSICAL LOGGING p. 38
7. CONSIDERATION OF APPROVAL OF PROPOSED POTABLE WELL #5 -EXTENSION OF KIMLEY-HORN SUPPLEMENTAL AGREEMENT NO. 1 p. 48
8. CONSIDERATION OF APPROVAL OF CURED IN PLACE PIPE (CIPP) PROJECT – 3RD STREET NEAR MYRTLE STREET AND BAL HARBOR SUBDIVISION p. 75
9. CONSIDERATION OF APPROVAL OF WATER RECLAMATION FACILITY BELT FILTER PRESS REHABILITATION p. 81
10. CONSIDERATION OF EMERGENCY COMMERCIAL DIVE SERVICES p. 93
11. PUBLIC COMMENTS
12. ADJOURN

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING
THE ABOVE SPECIAL MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. DEPARTMENTAL SCORE CARD p. 95
4. COMMITTEE REPORTS
 - A. Charter Review
 - B. Finance
 - C. Land Use and Parks
 - D. Transportation and Infrastructure Planning p. 110

5. PUBLIC COMMENTS
6. PROPOSED ORDINANCES
 - A. Proposed Ordinance- An Ordinance Amending Section 6-31, Regarding Dogs on the Beach to Establishing Consistency with Atlantic Beach; Clarifying Leash Requirements; Requiring Certain Protections for Dogs; Providing for Severability; Providing for an Effective Date. p. 112
7. CONTRACTS / AGREEMENTS / NONE
8. ISSUE DEVELOPMENT
 - A. FDOT SR A1A /Third Street Complete Streets Concept p. 117
9. PUBLIC COMMENTS
10. COUNCIL COMMENTS
11. 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."



Special Meeting Agenda Item #2
City Manager Appointment

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

AGENDA ITEM:	Appoint Richard Pike as City Manager
SUBMITTED BY:	Jillian McCann, HR Coordinator
DATE:	06/13/2023
BACKGROUND:	After carefully assessing Mr. Pike's vast expertise and comprehension of the community and personnel, we strongly endorse his permanent appointment as the City Manager. He has proficiently executed his responsibilities in this position on an interim basis since February 2023.
BUDGET:	Please see the attached contract.
RECOMMENDATION:	To appoint Mr. Pike as the City's permanent City Manager.
ATTACHMENT:	City Manager contract.

AGREEMENT

THIS AGREEMENT is made and entered into by and between RICHARD J. PIKE, hereinafter referred to as MANAGER, and the CITY OF NEPTUNE BEACH, FLORIDA, a municipal corporation under the Constitution of the State of Florida, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the MANAGER is experienced in conducting the operations of a local government and skilled in the duties as chief executive officer of a local government; and

WHEREAS, the CITY is desirous of retaining the services of the MANAGER to perform the duties of CITY Manager as are prescribed by general law and local ordinance of the CITY;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the CITY and the MANAGER hereby agree, each with the other as follows:

1. Duties. The CITY agrees to employ MANAGER as the City Manager of the CITY to perform the functions and duties specified in Chapter 2, Article III, Division 2, City Manager, of the Neptune Beach Code of Ordinances, as amended from time to time, and other applicable laws of Florida, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. Compensation.

a. The CITY engages the MANAGER as CITY Manager, effective on the 20th of June, 2023, at a cash salary of one hundred and forty thousand (\$140,000.00) dollars per year, payable in equal bi-weekly installments.

The CITY shall evaluate MANAGER's performance at the end of twelve (12) months based upon the mutually established goals and objectives. At the twelve-month evaluation, if the

City Council finds that the MANAGER has met the goals and objectives for the first twelve (12) months, he shall be entitled to an increase in salary to at least equal to the highest percentage increase received by the general CITY employees. Future merit increases may be granted at the end of the fiscal year and each fiscal year thereafter as the City Council shall deem appropriate on the basis of any annual performance and salary review of MANAGER, provided that if the City Council finds that MANAGER has met the goals and objectives during any year, then the MANAGER's annual increase shall be at least equal to the highest percentage increase given in that year to the general employees. Said review shall be in accordance with management criteria and goals and objectives developed jointly by the MANAGER and CITY and funded by the City Council, as necessary.

b. The City Council shall coordinate the evaluation of the MANAGER in accordance with management criteria, goals, and objectives agreed to by MANAGER and the City Council annually. The MANAGER's salary and other contract terms shall be reviewed in light of such evaluation. The CITY shall not at any time reduce MANAGER's salary, compensation or other benefits except to the degree that such an across-the-CITY reduction applies to all other CITY employees.

3. Term

a. The term of this Contract shall commence on the Effective Date of this Contract or the beginning of the next pay period, whichever is later, for a period of four years unless terminated sooner as provided herein. Unless the CITY gives the MANAGER written notice of its intention not to renew this Agreement at least ninety (90) calendar days prior to the expiration date this Agreement shall be deemed automatically renewed on the expiration date under the same terms and conditions (subject to any increases in MANAGER's compensation and benefits

pursuant to Section 2 and 4) for an additional one year term.

b. The MANAGER may be dismissed with or without cause and shall be subject to the termination procedures set forth in this Agreement and Neptune Beach Code of Ordinances, as amended from time to time.

c. The MANAGER may terminate this Agreement by written notice to the CITY giving not less than ninety (90) calendar days notice of his intent to terminate this Agreement.

d. This Agreement shall terminate immediately on the death of the MANAGER, and the CITY shall not be liable for any payment of salary accruing thereafter.

4. Benefits. In addition to a cash salary, the CITY agrees to provide the following benefits to the MANAGER:

a. Insurance. The MANAGER shall be entitled to the same insurance benefits that are available to other general CITY employees, beginning immediately on the first day of employment. The CITY shall be responsible for 100% of the insurance premiums for the MANAGER and his/her qualifying family members for health, dental, and vision.

b. Annual Leave.

A. Per standard City policy, Employees are entitled to eleven (11) paid holidays and two (2) bonus leave days.

B. Personal leave is inclusive of sick leave.

C. Given the MANAGER'S historic service to the City, he shall receive leave time on an annual basis of 35 days on the 1st of April each year.

D. As described above, any unused leave time received in that year shall be paid back to the MANAGER on the 31st of March each year.

E. The MANAGER shall be entitled to military reserve leave time pursuant to state and federal law and local government policy.

F. The MANAGER shall provide notice to the City's Mayor of all planned vacation leave time.

G. The MANAGER shall provide a monthly accounting of all leave time to the City's Mayor with a copy to the City Clerk.

c. Automobile. Effective on the date of this Agreement and continuing for the duration of this Agreement, the CITY shall pay MANAGER an automobile allowance of seven hundred dollars (\$700.00) per month for use of his personal vehicle in connection with the performance of his duties as CITY Manager. The monthly automobile allowance may be raised annually during, and in the same process as the MANAGER's performance and salary review. Payment shall be made monthly in advance. It shall be the MANAGER'S responsibility to keep and maintain appropriate documentation according to IRS regulations. While receiving the benefit set forth in this section 4. c. MANAGER shall not use a CITY vehicle in connection with the performance of his duties as CITY Manager. In the event MANAGER uses a CITY vehicle in connection with the performance of his duties as CITY Manager, the benefits set forth in this section 4. c. shall cease.

d. Dues and Subscriptions. The CITY agrees to pay for the professional dues and subscriptions of the MANAGER necessary for his continuation and full participation in national, state, and local associations which are necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the CITY. Such dues and subscriptions shall not exceed the amounts approved in the CITY's budget.

e. Professional Development and Official Travel. The CITY hereby agrees to pay the travel and related expenses of the MANAGER for professional and official travel, meetings, and occasions adequate to continue the professional development of the MANAGER and to adequately pursue necessary official and other functions for the CITY; provided, however, that the CITY shall not pay for automobile expenses that are incurred within thirty (30) miles of the

CITY and shall only pay for fuel expenses incurred when the MANAGER uses his personal vehicle for official travel, etc., outside of such area. Any travel permitted under this paragraph out of the state of Florida shall be expressly approved by the CITY in the annual budget.

f. Retirement.

- (1) The City agrees to contribute an amount equal to 7% of the Employee's salary to an established Section 401(A) account, provided the Employee agrees and continues to contribute at least 3% of the Employee's salary to an established 457 account.
- (2) For each above-described account, Employee's interest will become vested at a rate of 20% for each year of completed employment, to be fully vested upon completion of five (5) years of employment.

g. Other Benefits. CITY agrees to make available to MANAGER such other benefits that are not specifically covered by this Agreement as they now exist and may be amended from time to time for other CITY employees. These benefits will include, but not be limited to, sick leave, holidays, and additional vacation hours for specified sick leave accrual as are provided for unlimited status CITY employees under the terms of the personnel management system or as shall be provided by any amendment thereto or substitution thereof as are approved by the City Council.

h. Termination of Benefits. All benefits to the MANAGER provided in paragraph 4 of this Agreement shall immediately cease upon the termination or suspension of the MANAGER, whether with or without cause.

5. Other Employment. The MANAGER agrees that he will devote himself exclusively to his duties as City Manager. He will exercise due diligence in the performance of all duties as required by general and local law and shall perform such other administrative tasks as may be assigned to him by the City Council. Nothing contained herein shall prohibit the MANAGER from

devoting his own time to occasional teaching or writing in a non-conflicting capacity provided that such work does not interfere with the performance of duties as MANAGER. In recognition of his professional status and the demands of his duties, he shall be held responsible for the conduct of his everyday activities only to the CITY.

6. Termination.

a. Termination Procedures. The MANAGER shall only be terminated or dismissed as provided herein and in Neptune Beach Code of Ordinances, as amended from time to time.

b. Dismissal without Cause.

(1) In the event the MANAGER is dismissed without cause, during the term of this Agreement, he shall receive as severance benefits a lump-sum cash payment in an amount equal to the limits as authorized by Section 215.425, Florida Statutes of his base yearly salary. All accrued benefits, including unused vacation leave, shall be paid to MANAGER in addition to the severance pay.

(2) In the event the CITY at any time during the time of this Agreement reduces the salary or benefits of MANAGER in a greater percentage than the applicable across-the-City reduction of all CITY employees or in the event the CITY refuses, following written notice, to comply with any other provision benefitting MANAGER, or if MANAGER resigns following a suggestion by a majority of the City Council at a regularly scheduled or specially called meeting that he resign, MANAGER may at his option be deemed to be dismissed without cause and shall receive as severance benefits a lump sum cash payment in an amount equal to that provided in Section 6. b(1) above.

(3) In the event MANAGER is dismissed without cause, then the termination of employment shall be deemed effective upon effective upon the vote of the CITY

Council and MANAGER and CITY shall have no further obligation one to the other except as otherwise set forth in this Agreement. MANAGER shall return any City Property and the CITY shall provide MANAGER with his personal belongings within five (5) business days of termination.

c. Dismissal for Cause. For purposes of this Agreement, "dismissal for cause" shall include

(1) Flagrant neglect of duty.

(2) Conviction by a court of competent jurisdiction of the commission of a felony or the violation of any statute relating to the conduct of public employees.

(3) Willful misconduct or gross negligence, or failure to exercise reasonably expected diligence of a city manager, such that same substantially impairs or damages or creates a risk of substantial impairment or damage to the interests or reputation of the CITY.

(4) Such other grounds as are hereafter established by ordinance.

Dismissal for cause shall be based on a finding made by a majority of a quorum of the city council of the City in a meeting and shall be effective immediately on such finding. Such process shall not be construed to be adversarial or otherwise grants rights of evidence, cross-examination, or other rights to MANAGER and shall, instead, be based on solely on the findings of the city council.

d. Upon the filing by the appropriate law enforcement official of an indictment or information in a court of competent jurisdiction charging the MANAGER of a felony or violation of a statute relating to the conduct of public employees, the City Council may, if it finds it in the public interest, suspend the MANAGER indefinitely without pay.

e. All benefits to the MANAGER provided in paragraph 4 of this Agreement shall

immediately cease upon the termination or suspension of the MANAGER, whether with or without cause.

f. Upon dismissal of the Manager for cause, the CITY shall have no obligation to pay the severance benefits set forth in section 6(b) nor shall the CITY be obligated to pay any other benefits or sums under this Agreement, except that MANAGER shall be entitled to all benefits, including, but not limited to vacation leave, accrued as of the date of his termination.

g. In the event that the MANAGER resigns from his position, then he shall give the CITY ninety (90) calendar days written notice and all salary and benefits shall cease as of the last day of his employment.

h. If the MANAGER becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the CITY shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 6, Paragraph B of this Agreement.

7. Indemnity. The CITY shall defend, hold harmless and indemnify the MANAGER against and from any and all claims, legal or administrative actions or demands, including actions for equitable relief whether groundless or otherwise, including attorney's fees and costs, arising from any act or omission either alleged or real, which may occur within the scope of the MANAGER's employment and performance of his duties as MANAGER; provided, however, that nothing contained herein shall obligate the CITY to defend, hold harmless and indemnify the MANAGER for intentional torts or criminal acts. The CITY, may compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith. The obligations of this paragraph shall survive the termination

of this Agreement, however terminated.

8. No Additional Compensation. It is understood and agreed that the compensation herein provided for the MANAGER shall constitute full payment and compensation for the services of the MANAGER rendered to the CITY, and that no additional compensation shall be due from the CITY to the MANAGER. The MANAGER does hereby expressly waive, discharge and release the CITY from any claim for any additional compensation unless the same is authorized in writing by the City Council. It is the intention of the parties that this Agreement provides full and adequate compensation for all services rendered or to be rendered by the MANAGER, and that no other compensation of any kind or character shall be incurred by the CITY or payable to the MANAGER unless authorized specifically in writing as being extraordinary by the City Council.

9. Other Terms and Conditions of Employment.

a. The City Council shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the MANAGER, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the laws of Florida or any, other applicable law.

b. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

c. This Agreement shall be interpreted and construed under the laws of Florida, and in the event any provisions herein shall conflict with that law, the law of the Florida, and in the event any provisions herein shall conflict with that law, the law of the State of Florida shall prevail.

d. Capitalized terms not defined in this Contract shall have the same meaning as provided in the Neptune Beach Code of Ordinances.

e. During the term of office the MANAGER shall be a resident of the CITY. The CITY Council may, upon request of the MANAGER, by majority vote, authorize the MANAGER to reside within areas adjacent to the CITY. Whether an area qualifies as adjacent to the CITY shall be determined in the CITY Council's discretion.

10. Effective Date. The Effective Date of this Contract shall be the date a fully executed copy is filed with the Clerk.

11. Execution. The parties hereby execute this Contract.

****Signatures to Follow on Next Page****

CITY MANAGER

Richard J. Pike

ATTEST:

CITY OF NEPTUNE BEACH, FLORIDA

Catherine Ponson, Clerk

Elaine Brown, Mayor

Approved as to correctness of form:

Zachary Roth, City Attorney



Special Meeting Agenda Item #3
The Southern Group Contract Agreement

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

AGENDA ITEM:	Special Meeting Item #3-The Southern Group Contract
SUBMITTED BY:	Interim City Manager Richard Pike
DATE:	June 13, 2023
BACKGROUND:	At the Transportation and Infrastructure Planning Committee Meetings on December 15, 2022 and on May 19, 2023, Jim Gilmore, with The Southern Group, spoke regarding providing lobbying services to the City of Neptune Beach to identify, vet and pursue funding mechanisms. Also, at the May 19, 2023, TIP meeting, several major and critical infrastructure projects were identified and a stormwater model will be completed which will help in obtaining grants and funding. The Southern Group contract lists the services included as they represent Neptune Beach.
BUDGET:	See contract
RECOMMENDATION:	Consider approving the Contract Agreement with The Southern Group
ATTACHMENT:	Contract Agreement with The Southern Group

June 12, 2023

Richard Pike
Interim City Manager
City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

Dear Mr. Pike:

Thank you very much for your interest in The Southern Group of Florida, Inc. (The Southern Group). We appreciate the opportunity to provide lobbying services to the City of Neptune Beach in Florida. The Southern Group is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we represent the City of Neptune Beach to identify, vet, and pursue funding mechanisms. Services will include, but not be limited, to following:

- Assist in identifying funding mechanisms for Neptune Beach Infrastructure needs from the City of Jacksonville.
- Track infrastructure grant opportunities from the State of Florida for funds coming from the federal infrastructure bill that will flow through the State.
- Identify grant opportunities for resiliency that may flow through the City of Jacksonville.
- Develop and implement a plan to secure the City of Jacksonville funding support from the new administration and the new City Council.
- Procure and prepare infrastructure support plan from COJ prepared and ready to discuss prior to the spring elections.

The entire team of The Southern Group's lobbyists will be available to advance the City of Neptune Beach's interests. You may wish to review in detail the qualifications of the team at www.thesoutherngroup.com. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Chris Hagan. Our contact information is reflected on the attached sheet.

In exchange for these services, the City of Neptune Beach has agreed to pay The Southern Group \$3,500 per month, for twelve months, beginning June 1, 2023 to May 31, 2024. The

Southern Group will send an invoice on the first of each month for the current month's services and payment is due by the end of each month. Our preferred method of payment is ACH or wire transfer. Otherwise, all payments should be remitted to P.O. Box 10570, Tallahassee, FL 32302. Beginning June 1, 2024, this Agreement will proceed on a month-to-month basis and may be terminated by either party upon receipt of 30 days' written notice. The City of Neptune Beach may terminate this Agreement prior to May 31, 2024, and all fees then due and owing, in addition to all fees due and owing for the remainder of the term of the Agreement, shall be paid within 30 days. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel, lobbyist registration fees, and other expenses incurred on behalf of the City of Neptune Beach. No monthly costs that in the aggregate exceed \$500 will be incurred without your prior approval.

Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of our representation of the City of Neptune Beach during the term of this contract or after its termination should reporting periods overlap.

Please be aware that Florida has a lobbying fee disclosure law that requires quarterly disclosure of fees. It should also be noted that The Southern Group has affiliated offices in other states and within the state of Florida. The Southern Group has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients that The Southern Group currently represents. You have retained The Southern Group for representation in Florida, and we know of no conflicts with our current clients. In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of The Southern Group to keep confidential within each office all information about your business interests and strategies.

I believe the above reflects our understanding. If it does, please sign this agreement and return with the completed client information, which is enclosed. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist the City of Neptune Beach in any way.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Gilmore".

Jim Gilmore

Enclosures

DocuSigned by:

Richard Pike

12367CEE0783412...

City of Neptune Beach

6/12/2023

Date



Special Meeting Agenda Item #4

Ord. No. 2023-04, Budget Amendment

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

AGENDA ITEM:	Budget Amendment Request – Police and Finance
SUBMITTED BY:	Jillian McCann, HR Coordinator
DATE:	06/13/2023
BACKGROUND:	The NBPD recently promoted one of their Officers to the rank of Sergeant. This individual will now be responsible for overseeing and managing the operations of the Mobility Management department. There are unused funds in the Mobility Management budget to fund this promotion and assignment of new job duties. The Finance Department has successfully conducted interviews for Accounting Technician and Staff Accountant roles. The candidates will assist with daily tasks and finalize audits, payroll, and accounts payable.
BUDGET:	Please see the attached budget amendment requests.
RECOMMENDATION:	Transfer funds from the appropriately identified budgets to fund the new positions within the Police Department and Finance Department.
ATTACHMENT:	Please see the attached budget amendment requests and ordinance.

INTRODUCED BY:



ORDINANCE NO. 2023- 4

A BILL TO BE ENTITLED

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA FOR FISCAL YEAR 2023, BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.

WHEREAS, the City of Neptune Beach adopted an operating budget for fiscal year 2023, and

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

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

Section 1. The Fiscal Year 2023 Final Budget be Amended as shown on the attached Budget Amendment Request.

Section 2. The 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 Lauren Key
Councilor Nia Livingston
Councilor Josh Messinger

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

VOTE RESULTS OF SECOND AND FINAL READING:

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

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

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved as to form and correctness:

Zachary Roth
City Attorney



DATE: 06/06/2023

BUDGET AMENDMENT REQUEST

Name of
Requestor: Chief Pike

Budget Amendment/Transfer Number:

Account Number	Project Number	Budget Amendment/Transfer	Description	Amount Increase/ (Decrease)	Current Budget	Revised Budget
500-1550-541-10-12		Mobility Management	Salaries	33,000.00	228,000.00	195,000.00
001-1221-521-10-12		Police	Salaries	33,000.00	2,125,500.00	2,158,500.00
500-1550-541-10-21		Mobility Management	FICA	2,100.00	14,150.00.00	12,050.00
001-1221-521-10-21		Police	FICA	2,100.00	146,000.00	148,100.00
500-1550-541-10-24		Mobility Management	Workers Compensation	1,250.00	3,700.00	2,460.00
001-1221-521-10-24		Police	Workers Compensation	1,250.00	72,250.00	73,500.00
500-1550-541-10-25		Mobility Management	Medicare	500.00	3,300.00	2,800.00
001-1221-521-10-25		Police	Medicare	500.00	35,000.00	35,500.00

REVIEW PROCESS:

Department Head	
Chief Financial Officer	
City Manager	

Date of Council
Meeting Approval:

Mayor Elaine Brown

Explanation Page for Each Line Item Must Immediately Follow



BUDGET AMENDMENT REQUEST

Budget Amendment/Transfer Number:

Explanation:

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

Funds are needed to cover employee salaries, payroll taxes, and worker's compensation for the Sergeant position that will oversee the Mobility Management program.

Where are funds available ?

Funds are available from the Mobility Management budget to move to the Police budget to cover employee costs for the Sergeant position that will oversee the Mobility Management program.

Human Resources

From: Zachary Roth <Zachary.Roth@ansbacher.net>
Sent: Wednesday, May 31, 2023 10:29 AM
To: Human Resources; CFO
Cc: Richard Pike; Michael Key; neptune
Subject: RE: Budget Amendment guidance

Follow Up Flag: Follow up
Flag Status: Flagged

If the transfer changes the total amount of appropriated funds within one or more funds, then a budget amendment with council approval is required. If the total amounts in the fund are not changed and it is just a reallocation, then the City Manager has authority. This sounds like funds are changing, so it would seem a budget amendment is required.

Zachary R. Roth

Board Certified Real Estate Attorney

Zachary.Roth@ansbacher.net
904.737.4600 ext 159

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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: Human Resources <hr@nbfl.us>
Sent: Tuesday, May 30, 2023 2:16 PM
To: Zachary Roth <Zachary.Roth@ansbacher.net>; CFO <cfo@nbfl.us>
Cc: Richard Pike <cop@nbfl.us>; Michael Key <michaelkey@nbfl.us>; neptune <neptune@ansbacher.net>
Subject: Re: Budget Amendment guidance

Good afternoon, Zach,



BUDGET AMENDMENT REQUEST

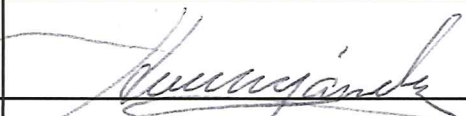
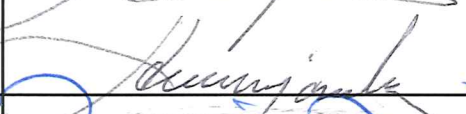
DATE: 06/13/2023

Name of
Requestor: Jaime Hernandez

Budget Amendment/Transfer Number:

Account Number	Project Number	Budget Amendment/Transfer	Description	Amount Increase/ (Decrease)	Current Budget	Revised Budget
001-1115-515-10-12		Community Development	Salaries	26,175.00	285,000.00	258,825.00
001-1113-513-10-12		Finance	Salaries	26,175.00	126,750.00	152,925.00
001-1115-515-10-21		Community Development	FICA	1,640.00	18,000.00	16,360.00
001-1113-513-10-21		Finance	FICA	1,640.00	9,000.00	10,640.00
001-1115-515-10-25		Community Development	Medicare	370.00	4,250.00	3,880.00
001-1113-513-10-25		Finance	Medicare	370.00	2,100.00	2,470.00
001-1115-515-10-24		Community Development	Worker's Compensation	500.00	2,000.00	1,500.00
001-1113-513-10-24		Finance	Worker's Compensation	500.00	225.00	725.00

REVIEW PROCESS:

Department Head	
Chief Financial Officer	
City Manager	

Date of Council
Meeting Approval:

Mayor Elaine Brown

Explanation Page for Each Line Item Must Immediately Follow



BUDGET AMENDMENT REQUEST

Budget Amendment/Transfer Number:

Explanation:

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

Funds are needed to cover employee salaries; payroll taxes; and worker's compensation for the two new positions in Finance.

1. Accounting Technician (\$40,000 annually) 2. Staff Accountant (\$45,000 annually).

Where are funds available ?

Funds are available to move from the unfilled Code Enforcement position in the Community Development budget.



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

AGENDA ITEM:	Resilience Planning Grant and UF Task Order #2
SUBMITTED BY:	Colin Moore, Deputy Public Works Director
DATE:	6/14/23
BACKGROUND:	On 6/2/2023, the City of Neptune Beach received an executed agreement the Florida Department of Environmental Protection (DEP) for a \$180,000 resilience planning grant. Assistance in preparing the application was provided by the University of Florida (UF). Under a Master Research Agreement with UF dated 5/12/20, UF completed Task Order #1 for which the City was fully reimbursed \$66,000 through a prior DEP grant. This request is for Council to approve Task Order #2 of the Master Research Agreement with UF for the continuation of this resilience planning effort.
BUDGET:	\$180,000 in reimbursable funding from DEP
RECOMMENDATION:	Approve Task Order 2 of the Master Research Agreement with the University of Florida
ATTACHMENT:	Executed DEP Project Agreement 22PLN09 Master Agreement UF Agreement #AGR00017688, Task Order #002

**MASTER AGREEMENT UF Agreement #AGR00017688
TASK ORDER #002**

Project Title: City of Neptune Beach Community Resilience Planning

Sponsor Technical Representative: Colin Moore, Deputy Director, Public Works

Contact Information:

(904) 270-2400 ext. 44
colinmoore@nbfl.us
116 First Street
Neptune Beach, FL 32266

University Principal Investigator: Dr. Pierce Jones, Director

Contact Information:

(352) 392-8074
piercejones@ufl.edu
PO Box 110940
Gainesville, FL 32611-0940

Detailed Scope of Project → attached

Sponsor Supplied Materials, Documentation, Information and any Proprietary Background Intellectual Property to be supplied to University for this TO (if known at the time). Provide (as applicable) ECCN# or controlled/sensitive nature of the items.

None known at this time.

University Materials, Documentation, and Information and any Proprietary Background Intellectual Property to be utilized for this TO (if known at the time). Provide (as applicable) ECCN# or controlled/sensitive nature of the items.

None known at this time.

Project Design: The Program for Resource Efficient Communities will collaborate with CITY staff to update the existing Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) for CITY, per the Florida Department of Environmental Protection (Department) Standard Grant Agreement No: 22PLN09.

Product/Document Inspection: N/A

Deliverables:

- Compile Background Data
- Exposure Analysis
- Sensitivity Analysis

- Identify Focus Areas
- Final Vulnerability Assessment Report
- Adaptation Plan

Funding:

Total amount funded under this TO: \$180,000

Payment Structure:

Fixed Price / Lump Sum Payment Schedule:

Sponsor shall pay \$0 upon execution of this Task Order
Sponsor shall pay the amounts indicated in the attached Detailed Scope of Project upon receipt of Deliverables

Performance Period: Begin 05/31/2023 End 03/31/2024

Disposal of Materials

Upon completion of TO Project, Sponsor Materials will be:

- ☒ Returned to Sponsor (Sponsor pays shipping costs)
☐ Stored by University for ___ days and disposed of by University thereafter

CITY OF NEPTUNE BEACH

**THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES**

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name & Title

Printed Name & Title

Date

Date

I acknowledge and agree to the terms of the Master Agreement Section 1.1 and Articles 2 and 4, and I reaffirm that I have assigned to University all of my right, title, and interest in any Intellectual Property.

DR. PIERCE JONES
University Principal Investigator

DETAILED SCOPE OF PROJECT:		CITY OF NEPTUNE BEACH COMMUNITY RESILIENCE PLANNING	PERFORMANCE TIMELINE	PAYMENT SCHEDULE	
	Task:	Subtasks:	Dates:	Invoice Date:	Amount
	In Collaboration with CITY Staff:				
	Update the existing Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), including existing data, projections, and methodologies for the VA.	Research and compile the data needed to perform the VA, based on the requirements defined in Section 380.093, F.S. providing the three (3) main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata that incorporate a layer for each of the four asset types as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata that adhere to the Resilient Florida Program's GIS Data Standards and raw data sources will be defined within the associated metadata. Sea-level rise projection data including the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections may be used at the PREC's discretion. Storm surge data used will equal or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the PREC will identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. PREC will rectify any gaps of necessary data.	1) A technical memorandum to outline the data compiled, source information, findings of the gap analysis, and recommendations to address the identified data gaps, if applicable; and 2) GIS data files with appropriate metadata compiled, to include locations of critical assets owned or maintained by the CITY and assets that are classified by the CITY as regionally significant and as defined in paragraphs 380.093(2)(a) 1-4, F.S. – 08/31/2023	09/30/2023	\$30,000

		Perform an Exposure Analysis to identify the depth of water caused by tidal flooding, storm surge, and to the extent practicable, rainfall-induced and compound flooding, as defined in subsection 380.093 3(c)2(d)2 a-d, F.S. GIS files and associated metadata that adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources defined within the associated metadata.	1) A memorandum detailing the modeling process, type of models utilized, and resulting maps and tables illustrating flood depths for each flood scenario; and 2) GIS files with results of the Exposure Analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood data layers. – 10/31/2023	11/30/2023	\$30,000.00
		Perform the Sensitivity Analysis to measure the impact of flooding on assets and apply the data from the Exposure Analysis to the inventory of Critical Assets created in the Exposure Analysis subtask. The Sensitivity Analysis will include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of Critical Assets affected.	1) A memorandum detailing the findings of the exposure analysis and the Sensitivity analysis including visual presentation of data via maps and tables, based on the statutory-required scenarios and standards; and 2) An initial table of Critical and Regionally Significant Assets that are impacted by flooding. The table of Critical and Regionally Significant Assets must be prioritized by area or immediate need, which contains the Critical Assets attributes and must identify which flood scenario(s) impact(s) each asset. – 12/29/2023	01/31/2024	\$40,000.00

		identify Focus Area(s) following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the Exposure and Sensitivity Analyses, identify Focus Area(s) in locations or with assets that are particularly vulnerable and require the development of adaptation strategies. Compile GIS files and associated metadata that adhere to the Resilient Florida Program's GIS Data Standards, and define raw data sources within the associated metadata.	1) A report identifying Focus Area(s), with justification(s) for choosing each area; 2) Tables listing each Focus Area with any critical assets contained within the Focus Area; 3) Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and 4) GIS files and associated metadata illustrating geographic boundaries of the identified focus area(s). – 01/31/2024	02/29/2024	\$20,000.00
		Finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S., and based upon steering committee and public outreach efforts. Include all results from the exposure and sensitivity analyses, and a summary of identified risks and assigned focus areas in the final VA and a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. Compile GIS files and associated metadata that adhere to the Resilient Florida Program's GIS Data Standards and define raw data sources within the associated metadata.	1) Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.; 2) A final list of Critical and Regionally-Significant Assets that are impacted by flooding, prioritized by area or immediate need and	07/31/2024	\$20,000.00

			identifying which flood scenario(s) impacts each asset; and 3) All electronic mapping data used to illustrate flooding and sea-level rise impacts identified in the VA including the geospatial data in an electronic file format and GIS metadata; and 4) A signed Vulnerability Assessment Compliance Checklist Certification. – 06/30/2024		
		An Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and including an assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. Identify potential adaptation action areas, conduct stakeholder engagement, and integrate the proposed AP into existing Aps (if any). A list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.	The final AP. – 06/3/02024	07/31/2024	\$40,000.00

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Neptune Beach Community Resilience Planning** Agreement Number: **22PLN09**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Neptune Beach** Entity Type: **Local Government**
Grantee Address: **116 First Street, Neptune Beach, Florida 32266** FEID: **59-6000384** (Grantee)

3. Agreement Begin Date: **7/1/2021** Date of Expiration: **6/30/2024**

4. Project Number: Project Location(s): **Duval County**
(If different from Agreement Number)

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the City of Neptune Beach and will develop an Adaptation Plan.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 180,000.00	☒ State ☐ Federal	FY21-22 GAA Line# 1707A	\$ 100,000.00
	☒ State ☐ Federal	FY22-23 GAA Line# 1776	\$ 80,000.00
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 180,000.00

6. Department's Grant Manager Name: Laura Schmieg or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-7620 Email: Laura.Schmieg@FloridaDEP.gov	Grantee's Grant Manager Name: Colin Moore or successor Address: City of Neptune Beach 116 First Street Neptune Beach, Florida 3 Phone: 904-270-2432 ext. 44 Email: colinmoore@nbfl.us
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8.	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Neptune Beach

GRANTEE

By Richard J. Pike
(Authorized Signature)

5/22/2023
Date Signed

Chief Richard J. Pike, Interim City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By Alex Reed
Secretary or Designee

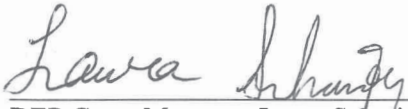
5/31/2023
Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures



DEP Grant Manager, Laura Schmieg



DEP QC Reviewer, Charles Neuhauser

Grantee may add additional signatures below, if needed.



Special Meeting Agenda Item #6
Emergency Geophysical Logging-Well #1

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Potable Water Wells – Potable Well 1 Emergency Geophysical Logging
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	June 14, 2023
BACKGROUND:	CONB is currently permitted to operate four wells, with three in operation, which draw from the Floridan Aquifer. The operating wells were constructed in 1938, 1971 and 1972 and range from 852 to 1,212 feet below surface. CONB City Council approved on 6/05/23 emergency contract services to Complete Services Well Drilling, Inc. to pull Well 1's pump (which had failed) and to video log the well (constructed in 1938) to determine its condition and any rehabilitation required. The professional geologist with CONB's consulting engineering firm has reviewed the resulting video and agrees with the licensed well driller that the well's 10" diameter metal casing "is in fair to less than fair condition and exhibits evidence of pitting, scaling and corrosion." Additional findings and recommendations on page 6 of the attached report: • Attempts to rehabilitate the casing "could further reduce the integrity of the casing" • Retrofitting of the casing would be limited to 6" or smaller, thereby significantly reducing water production • In either case, the usable life of the well would only be extended 5 to 10 years Well 2 (year 1944) previously failed and off-line since 2020, is of the same era as Well 1. The proposed solution is to begin permitting for replacement Well 5 located at the water plant to replace both Wells 1 and 2. Prior to placing Well 1 back in service, Complete Services was tasked as an emergency with geophysical logging of the aquifer which will provide data needed for the professional geologist as to depth required for Well 5.
BUDGET:	401-4336-536-60-63 Improvements – Not Buildings. FY23 Budget was \$1,250,000.04. As of June 12, 2023, Budget Remaining is \$1,089,959.11.
RECOMMENDATION:	Approval of emergency services to Complete Services Well Drilling, Inc. in the amount of \$12,500.00 utilizing JEA unit pricing.
ATTACHMENT:	Complete Services Well Drilling, Inc. quote, email and spreadsheet of JEA unit pricing; Kimley-Horn memorandum

9785 WELL WATER ROAD
JACKSONVILLE, FL 32220 US
(904) 693-8635
cecil@jaxwelldrilling.com
www.jaxwelldrilling.com

Estimate

ADDRESS

Neptune Beach
Attn:Jack
City of Neptune Beach
2010 Forest Ave.
Neptune Beach, FL 32266

ESTIMATE # 2185
DATE 06/09/2023
EXPIRATION DATE 07/09/2023

DATE	ACTIVITY	QTY	RATE	AMOUNT
	City of Neptune Beach Well #1			
	Services			12,500.00
	Geophysical Logging (pricing per existing JEA contract)			
TOTAL				\$12,500.00

Accepted By

Accepted Date

Deryle Calhoun

From: Sierra Smoleroff <office@jaxwelldrilling.com>
Sent: Friday, June 9, 2023 1:32 PM
To: Deryle Calhoun; Justin Merritt; Blake Hare
Subject: Current JEA Contract Workbook for Well Services
Attachments: CSWD contract bid workbook Official.xlsx

Sierra Smoleroff

Complete Services Well Drilling, Inc.

9785 Well Water Rd.

Jacksonville, FL 32220

904-693-8635

www.jaxwelldrilling.com

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

1410901246 Addendum 4 Appendix B - Bid Workbook
Well Services - Repair and Maintenance
(Only complete the Prices in Yellow Cells)

Company: **COMPLETE SERVICES WELL DRILLING INC**

Hourly Labor Rates				
Labor				
Labor Classification	Estimated Straight Time Hours	Straight Time Rate	Overtime Rate up to 1.5X Straight Time Rate (for Reference only)	Estimated Straight Time Labor Cost
Crane Operator	50	\$ 200.00		\$ 10,000.00
Superintendent	100	\$ 150.00		\$ 15,000.00
Engineering Support Services	100	\$ 100.00		\$ 10,000.00
Shop Rate - Tool fabrication, Pump Inspection or Rebuild	100	\$ 75.00		\$ 7,500.00
Field Service Technician	200	\$ 75.00		\$ 15,000.00
Subtotal - Labor (Straight Time)				\$ 57,500.00
Notes				
1. The contractor is to list their rates as requested on the Bid Workbook. If a line item on the Bid Workbook does not apply leave it blank and explain why it does not apply. 2. All estimates given on the Bid Workbook are just for the purpose of evaluation and are not a guarantee of work volume of any kind. 3. Double Time (2X) Labor rates are not permitted. JEA will only pay up to 1.5X the straight rate for the Overtime hours. 4. All trades shall be local. No travel or per diem will be paid to trades.				
Emergency Mobilization Fee				
Emergency Mobilization Fee		Mobilization Fee Rate		Estimated Number of Mobilizations
Fee charged for 3-4 man labor crew with Labor Truck & Crane to pull well pump. Mobilization will only be paid for the first mobilization for the job. Any trips for materials or back to shop will not be paid for by a mobilization fee.		\$ 100.00		15
Subtotal - Mobilizations				\$ 1,500.00
Subtotal - Labor (Standard) and Mobilizations				\$ 59,000.00
Fixed Price Scopes of Work				
Fixed Price Scopes of Work	Forecast Quantity	Lump Sum Price per Fixed Price Job Scope		Extended Total
Draw Down Test - includes mobilization, testing & reports	8	\$ 750.00		\$ 6,000.00
Removal of well pump with 100 HP motor, set 100' deep, w. 10" column	4	\$ 10,000.00		\$ 40,000.00
Installation of well pump, 100 HP motor, set 100' deep w. 10" column	4	\$ 11,000.00		\$ 44,000.00
Videologging of well, 1,000 foot depth, cased to 450 feet	3	\$ 3,200.00		\$ 9,600.00
Geophysical logging, 1,000 foot dept, (4) parameters	2	\$ 12,500.00		\$ 25,000.00
Chlorination of a well, 1,000 foot depth, 20" diameter	2	\$ 500.00		\$ 1,000.00
Well flange fabrication, 20" diameter well, including 3 access ports and level tubes	4	\$ 8,000.00		\$ 32,000.00
Monthly rental rate for 1,000 gpm, 50 HP VTP	6	\$ 500.00		\$ 3,000.00
Cost per day for "fishing", retrieval of equipment from a 20" diameter 1,000 foot deep well	15	\$ 2,000.00		\$ 30,000.00
Crating charge for pump and discharge head for storage	4	\$ 50.00		\$ 200.00
Discharge piping for up to 60 linear feet of 8 inch PVC pipe	10	\$ 1,500.00		\$ 15,000.00
Cost per foot for additional discharge piping length	400	\$ 16.00		\$ 6,400.00
Supplemental Work Authorization (SWA) Used for JEA Project Manager Only	1	90,000		\$ 90,000.00
Subtotal - Fixed Price Scopes of Work				\$ 302,200.00
Materials				
Materials Description	Percent	Materials Estimate	Extended Total	
Materials & Consumables Markup. For non-listed materials purchased, the Company shall provide the original invoice (Company Cost) for the materials purchased by the company. With the mark up percentage applied and show Company's final Price to JEA	45%	\$ 20,000.00	\$ 29,000.00	
Listed Materials (Adjusted annually per American Metal Market)	Forecast Qty.	Unit Price	Extended Total	
Column Pipe - 8" diameter at 10' sections	10	\$ 800.00	\$ 8,000.00	
Column Pipe - 10" diameter at 10' sections	15	\$ 900.00	\$ 13,500.00	
Shaft - 1 3/16" - 10' length	10	\$ 250.00	\$ 2,500.00	
Shaft - 1 1/2" - 10' length	15	\$ 350.00	\$ 5,250.00	
Subtotal - Materials				\$ 58,250.00
Subcontract or Equipment Rental Markup				
Description	Percent - not to exceed 10% (for reference only)			
Subcontractor Markup - not to exceed 10% - For specific work identified after contract execution, where JEA requires the Contractor to perform and the Contractor does not have the inhouse capability to perform.	10%			
Total Bid Price (transfer total to Page 1 Appendix B - Bid Forms)				\$ 419,450.00



MEMORANDUM

To: Deryle Calhoun Jr. P.E.
Public Works Director
City of Public Works

From: Jason C. Sheasley, P.G.

Date: June 13, 2023

RE: Well No. 1 Video Log Review

Well No. 1 is a 10-inch diameter well that was constructed in 1938. The well is reportedly cased to 383 feet with a total depth of 852 feet. The pump in the well recently malfunctioned and was subsequently removed by Complete Services. Following removal of the pump, Complete Services prepared a video log for the well. Kimley-Horn reviewed the video log and is providing the following observations.

- The well casing is in fair to less than fair condition and exhibits evidence of pitting, scaling and corrosion.
- Significant pitting was observed along the entire length of the casing. However, none of the pits appeared to extend through the entire thickness of the casing.
- While the casing exhibits evidence of deterioration, no breaches of the casing were observed.
- Casing joints were observed approximately every 20 of casing. The joints were in fair to poor condition. However, no evidence of joint failure was observed.
- Mineral incrustation and corrosion were observed along the entire length of the casing.
- The bottom of the steel casing was observed to be in moderate condition. No evidence of casing failure was observed.
- Two long (6 to 8 inches) metal objects were observed in the open hole interval of the well; one at ~643 feet, and one at ~769 feet. Both objects are corroded and have been in the well for a long period of time. Neither object appears to be adversely affecting the operation of the well.
- The open hole interval of the well appears to be in fair to good condition. The limestone appears competent with no evidence of collapse.
- No evidence of sanding/sedimentation, mineralization or plugging was observed in the principal water-bearing zones.
- A thin (~1/2-inch) layer of lignite was observed in the open hole at approximately 650 feet
- Several productive water-bearing zones are present below 700 feet.

- Fractures and voids present at approximately 739 feet

Images from the video log are provided below. The well depth is shown on the center of the image.



Photograph 1 Typical Casing Pitting



Photograph 2 - Typical Casing Joint at 111 feet



Photograph 3 - Casing Incrustations (Looking Down in to Well)



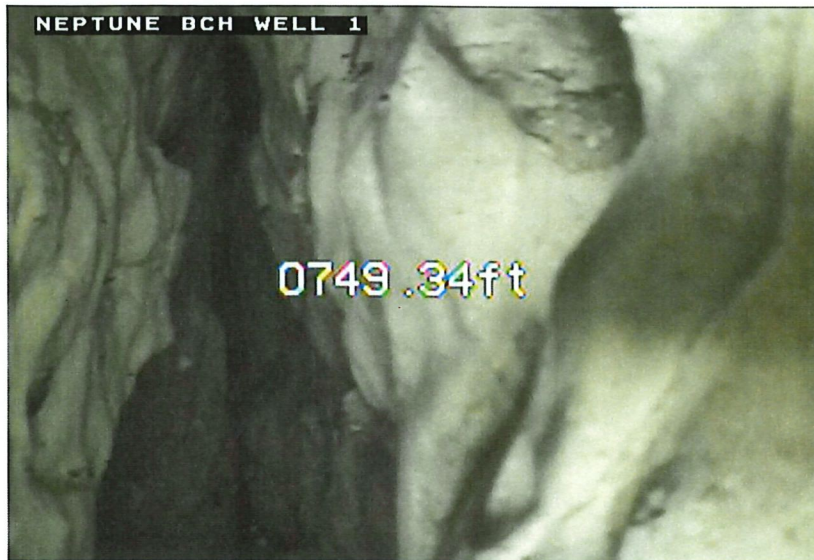
Photograph 4 - Bottom of Casing Looking Down



Photograph 6 -Bottom of Casing Side View



Photograph 5 - Metal Strap/Rod Observed in Well



Photograph 7 - Water-Bearing Fractures and Voids in Open Hole



Photograph 8 - Bottom of Well

Discussion and Recommendations

The useful life of most water wells is approximately 50 years. However, wells constructed using high grade steel casings, which are properly maintained and routinely cleaned and re-developed may experience life expectancies of 75 to 100 years.

Well No 1 is 85 years old and exhibits evidence of corrosion, incrustation and deterioration. While the well is still useable, effective rehabilitation of the casing is unlikely. Attempts to brush or acidize the casing to remove the incrustation could further reduce the integrity of the casing. Sleeving of the casing would reduce the diameter of the well to at 6-inches, or smaller, thereby reducing its yield. Both rehabilitation methods would only extend the useable life of the well by a maximum of 5 to 10 years.

Considering the limited well rehabilitation options, Kimley-Horn recommends that the City consider replacing Well No. 1.

The well can continue to operate in its current condition while arrangements are made for a replacement well. The video log did not indicate well integrity issues that would pose a water quality concern. Assuming that the City will continue to use Well No. 1 in the interim, we recommend regular monitoring of the yield and flow of the well. Significant fluctuations in well yield in a relatively short period of time could be indicative of well failure.

If you have any questions regarding our observations of recommendations, please do not hesitate to contact me at (904) 828-3932 or at jason.sheasley@kimley-horn.com.



Special Meeting Agenda Item #7
 Proposed Well #5- Kimley Horn
 Supp. Agreement #1 Extension

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

AGENDA ITEM:	Proposed Potable Well 5 and Kimley-Horn extension of Supplemental Agreement No. 1
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	June 14, 2023
BACKGROUND:	CONB is currently permitted to operate four wells, with three in operation, which draw from the Floridan Aquifer. The operating wells were constructed in 1938, 1971 and 1972 and range from 852 to 1,212 feet below surface. CONB City Council approved on 6/05/23 emergency services to pull Well 1's pump (which had failed) and to video log the well (constructed in 1938) to determine its condition and any rehabilitation required. The professional geologist with CONB's consulting engineering firm Kimley-Horn has reviewed the resulting video and agrees with the licensed well driller that the well's 10" diameter metal casing "is in fair to less than fair condition and exhibits evidence of pitting, scaling and corrosion." Additional findings and recommendations on page 6 of the attached report: • Attempts to rehabilitate the casing "could further reduce the integrity of the casing" • Retrofitting of the casing would be limited to 6" or smaller, thereby significantly reducing water production • In either case, the usable life of the well would only be extended 5 to 10 years Well 2 (year 1944) previously failed and off-line since 2020, is of the same era as Well 1. The proposed solution is to begin permitting for replacement Well 5 which would be 14" in diameter and located on the water plant site, thereby saving considerable costs in avoided piping and work off-site. Following completion of Well 5, remaining Wells 3 and 4 could be taken off-line for inspection to determine their conditions. On 6/05/23 CONB City Council approved a budget of \$306,000 for wellfield investigative and rehabilitative work in FY23-24. Due to findings at Well 1, no other investigative work will take place until new Well 5 is on-line in two years, possibly sooner. Consulting engineer Kimley-Horn was previously tasked under General Engineering Continuing Contract CONB RFQ No. 2021-04 with providing St. Johns River Water Management District (WMD) consumptive use permit (CUP) renewal services and services related to permitting and design of a new well. The executed agreement date is 01/10/22 and is set to expire in July 2023. Total task order was \$421,000.

	Well 5 construction and engineering support during construction would be budgeted in FY24-25.
BUDGET:	401-4336-536-60-63 Improvements – Not Buildings. FY23 Budget was \$1,250,000.04. As of June 12, 2023, Budget Remaining is \$1,089,959.11.
RECOMMENDATION:	• Approve moving forward with Well 5 construction • Approve extension of Supplemental Agreement No. 1 for Consumptive Use Permitting (CUP) and well permitting and design services with Kimley-Horn to 07/31/25
ATTACHMENT:	• Kimley-Horn memorandum regarding Well 1 • Supplemental Agreement No. 1 for Consumptive Use Permitting (CUP) and well design services with Kimley-Horn • Email - Status of Supplemental Agreement task items



MEMORANDUM

To: Deryle Calhoun Jr. P.E.
Public Works Director
City of Public Works

From: Jason C. Sheasley, P.G.

Date: June 13, 2023

RE: Well No. 1 Video Log Review

Well No. 1 is a 10-inch diameter well that was constructed in 1938. The well is reportedly cased to 383 feet with a total depth of 852 feet. The pump in the well recently malfunctioned and was subsequently removed by Complete Services. Following removal of the pump, Complete Services prepared a video log for the well. Kimley-Horn reviewed the video log and is providing the following observations.

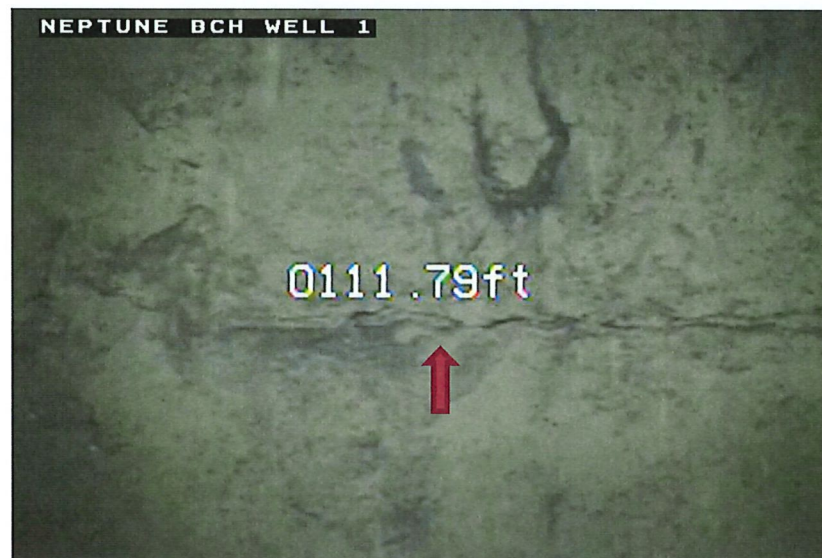
- The well casing is in fair to less than fair condition and exhibits evidence of pitting, scaling and corrosion.
- Significant pitting was observed along the entire length of the casing. However, none of the pits appeared to extend through the entire thickness of the casing.
- While the casing exhibits evidence of deterioration, no breaches of the casing were observed.
- Casing joints were observed approximately every 20 of casing. The joints were in fair to poor condition. However, no evidence of joint failure was observed.
- Mineral incrustation and corrosion were observed along the entire length of the casing.
- The bottom of the steel casing was observed to be in moderate condition. No evidence of casing failure was observed.
- Two long (6 to 8 inches) metal objects were observed in the open hole interval of the well; one at ~643 feet, and one at ~769 feet. Both objects are corroded and have been in the well for a long period of time. Neither object appears to be adversely affecting the operation of the well.
- The open hole interval of the well appears to be in fair to good condition. The limestone appears competent with no evidence of collapse.
- No evidence of sanding/sedimentation, mineralization or plugging was observed in the principal water-bearing zones.
- A thin (~1/2-inch) layer of lignite was observed in the open hole at approximately 650 feet
- Several productive water-bearing zones are present below 700 feet.

- Fractures and voids present at approximately 739 feet

Images from the video log are provided below. The well depth is shown on the center of the image.



Photograph 1 Typical Casing Pitting



Photograph 2 - Typical Casing Joint at 111 feet



Photograph 3 - Casing Incrustations (Looking Down in to Well)



Photograph 4 - Bottom of Casing Looking Down



Photograph 6 -Bottom of Casing Side View



Photograph 5 - Metal Strap/Rod Observed in Well



Photograph 7 - Water-Bearing Fractures and Voids in Open Hole



Photograph 8 - Bottom of Well

Discussion and Recommendations

The useful life of most water wells is approximately 50 years. However, wells constructed using high grade steel casings, which are properly maintained and routinely cleaned and re-developed may experience life expectancies of 75 to 100 years.

Well No 1 is 85 years old and exhibits evidence of corrosion, incrustation and deterioration. While the well is still useable, effective rehabilitation of the casing is unlikely. Attempts to brush or acidize the casing to remove the incrustation could further reduce the integrity of the casing. Sleeving of the casing would reduce the diameter of the well to at 6-inches, or smaller, thereby reducing its yield. Both rehabilitation methods would only extend the useable life of the well by a maximum of 5 to 10 years.

Considering the limited well rehabilitation options, Kimley-Horn recommends that the City consider replacing Well No. 1.

The well can continue to operate in its current condition while arrangements are made for a replacement well. The video log did not indicate well integrity issues that would pose a water quality concern. Assuming that the City will continue to use Well No. 1 in the interim, we recommend regular monitoring of the yield and flow of the well. Significant fluctuations in well yield in a relatively short period of time could be indicative of well failure.

If you have any questions regarding our observations of recommendations, please do not hesitate to contact me at (904) 828-3932 or at jason.sheasley@kimley-horn.com.

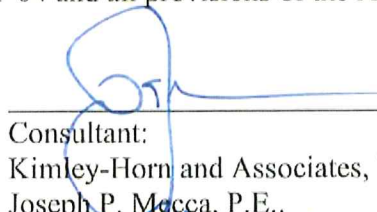
**Supplemental Agreement No. 1 to the General Engineering Continuing Contract
CONB RFQ No. 2021-04 for Consumptive Use Permitting (CUP) and well design services.**

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

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

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

Accepted by:

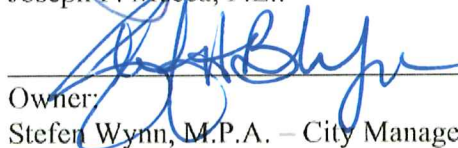


Consultant:
Kimley-Horn and Associates, Inc.
Joseph P. Mecca, P.E..

Date:

1.5.2022

Accepted by:



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

Date:

1/5/2022

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

BACKGROUND

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

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

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

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

- Task 1.0** **Project Management and Quality Control** – This task will occur throughout the duration of the project. It is estimated services may be performed over a period of up to 18 months. The project duration is based on submitting Consumptive Use Permit Application before June 11, 2022. The design services to prepare the construction documents for the proposed well and raw water main would start after the Consumptive Use Permit is submitted and the permit issued.
- Task 2.0** **Water Supply Planning** – This task will support the development of the Consumptive Use Permit Application which will be submitted by June 11, 2022.

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

SCOPE OF SERVICES

Consultant will perform the following task services:

TASK 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL

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

Specific activities included are identified below:

1.1 Project Administration

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

1.2 Monthly Invoices

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

1.3 Project Progress Meetings

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

Task 1.0 Deliverables:

1. Project Management Plan and QA/QC Plan



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

TASK 2.0 WATER SUPPLY PLANNING

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

2.1 Data Collection and Review

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

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

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

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

2.2 Preparation of Population Projections/Demonstration of Demand Needs

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

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

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

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

2.3 Well Relocation Site and Route Evaluation

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

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

Task 2.0 Deliverables

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

Task 3.0 PREPARATION OF GROUNDWATER MODELING

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

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

3.1 Preparation of Modeling Approach Memorandum

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

3.2 Groundwater Modeling

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

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

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

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

Comparing these simulations will yield the following comparative outputs:

Single Total Drawdown and Flow Impacts

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

Single Incremental Drawdown and Flow Impacts

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

Cumulative Drawdown and Flow Impacts

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

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

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

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

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

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

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

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

Task 4.0 CONSUMPTIVE USE PERMITTING

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

4.1 Pre-Application Conference

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

4.2 Preparation of Permit Application

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

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

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

4.3 Response to Requests for Additional Information

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

4.4 Review of Draft Permit

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

4.5 Presentation to City Council

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

Task 4.0 Deliverables

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

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

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

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

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

5.1 Hydraulic Modeling

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

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

5.2 30% Design Development

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

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

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

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

5.3 75% Design Development

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

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

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

5.4 100% Design Development

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

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

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

5.5 Construction Bid Documents

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

5.6 Well Site and Water Main Permitting

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

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

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

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

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

5.7 Design Notebook/Documentation

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

Task 5.0 Deliverables

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

Task 6.0 FIELD INVESTIGATIONS AND PROPERTY ACQUISITION ASSISTANCE

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

6.1 Survey

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

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

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

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

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

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

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

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

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

6.2 Subsurface Utility Engineering

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

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

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

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

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

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

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

6.3 Geotechnical Investigations

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

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

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

6.4 Property Acquisition Assistance

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

Task 6.0 Deliverables

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

ADDITIONAL SERVICES

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

SCHEDULE

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

The following schedule is projected for this project:

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

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

COMPENSATION AND PAYMENT

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

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

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

Deryle Calhoun

From: Sheasley, Jason <Jason.Sheasley@kimley-horn.com>
Sent: Wednesday, June 14, 2023 11:22 AM
To: Deryle Calhoun
Cc: Smith, Kelly
Subject: Neptune Beach Contract Status

Deryle –

Here is status and a concise summary of the work completed under individual tasks in our current contract with the City.

1.101 – Project Management & QC

- On-going
- QA/QC of permit application submittal and groundwater modeling

1.102 – Water Supply Planning

- Previously prepared water demand estimates for CUP renewal submittal
- Reduced water use demand from 1.542 MGD to 1.3 MGD under renewal application
- SJRWMD has requested additional information and documentation regarding demand projections

1.103 – Groundwater Model

- Groundwater models prepared based on the reduced water use demand of 1.3 MGD using the Northeast Florida Southeast Georgia (NFSEG) and Keystone Heights Transient Model (KHTM) Groundwater Models
- Model included a proposed well (#5) at Basil Park to replace Well #2
- Model results do not suggest adverse drawdown or water quality impacts will result from proposed withdrawal
- Model results predict negligible impact to Lake Brooklyn and Lake Geneva.
- Results suggest Neptune Beach should not be required to participate in the Black Creek Restoration Project, because model results do not predict an adverse impact. This will result in a potential cost savings to the City of \$100,000.

1.104 – Consumptive Use Permit

- CUP Renewal Application was submitted to SJRWMD in July 2022
- Currently working through various Requests for Additional Information from the District.
- We have requested and received a 1-year extension to April 10, 2024

1.105 – Well Site Design

- Evaluated three potential sites (identified by the City) for replacement Well #5.
- Identified Basil Park as the most cost effective of the three potential locations.
- Logistical issues associated with Basil Park were not considered in the initial evaluation
- Well and pipeline design has not been initiated

1.106 – Modeling Subconsultant

- Rob Denis and Liquid Solutions assisted with the groundwater modeling and impact analysis

1.602 – Geotechnical Subconsultant

- Not started

.1.603 – Survey Subconsultant

- Not started

.3.106 – Field Investigation

- Not started

Please let me know if you have any questions.

Regards,

Jason

Jason C. Sheasley P.G. | Hydrogeologist

Kimley-Horn | Direct: 904 828 3932 | www.kimley-horn.com

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [YouTube](#)

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

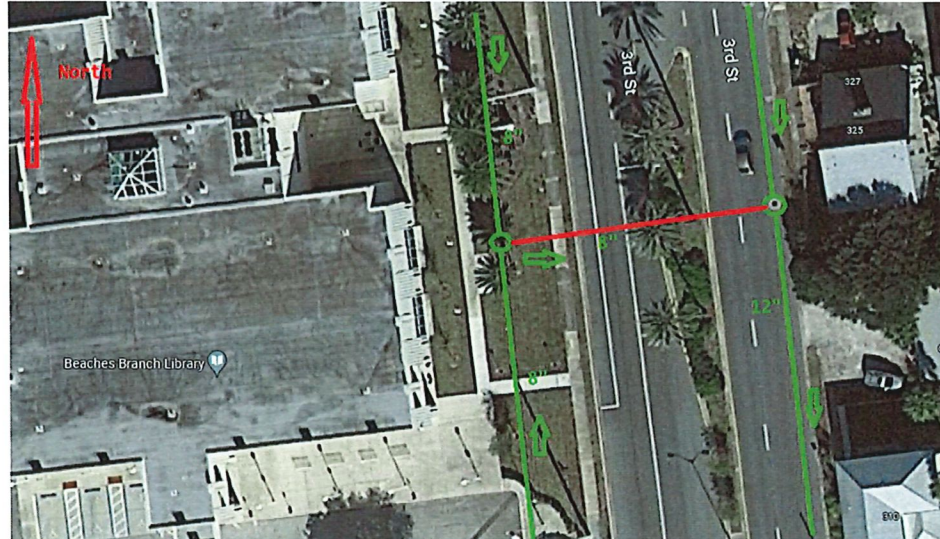
AGENDA ITEM:	Cured in Place Pipe (CIPP) project – 3 rd Street 8” sanitary sewer and Bal Harbor Subdivision stormwater pipe
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	June 14, 2023
BACKGROUND:	<u>3rd Street 8” sanitary sewer</u> A depression in the northbound travel lane of 3rd St near Myrtle St aligns with a CONB 8” diameter sanitary sewer pipe which crosses 3rd St. This project would rehabilitate approximately 100’ of pipe utilizing cured in place pipe (CIPP) versus traditional excavation and PVC pipe. More severe pipe failures would require an excavation repair prior to lining. <u>Bal Harbor Subdivision stormwater pipe</u> As presented at the May 19, 2023, Transportation and Infrastructure Planning Committee meeting, the Bal Harbor Subdivision has backyard stormwater pipe approximately 50 years old. Staff reported suspected cave-ins and at least one repair. This project would clean and televise approximately 1/3 mile of pipe to identify any rehabilitation needed. There is the possibility of conflicts with trees, fences, sheds, etc. as access to manholes will be required, and some point repairs by excavation may be necessary. <u>Contractors</u> Staff identified two CIPP contractors and piggyback contracts available with unit pricing for this work: • Insituform Technologies, LLC utilizing City of St. Augustine Contract #PW2020-06. • Gulf Coast Underground, LLC utilizing Okaloosa County Board of County Commissioners Gravity Sewer Rehab (2019). The Insituform bid was \$308,073.10 and Gulf Coast Underground was \$415,522.62. These bids include the full lining of Bal Harbor, which may not be required.
BUDGET:	Stormwater: Budget report 6/13/23 indicates FY23 combined capital budget of \$459,499.92 (441-1441-541-60-63 and 64) with \$238,438.26 remaining. Professional Services (441-1441-541-30-31) FY23 budget is \$375,000 with \$321,431.35 remaining would provide any additional funds required. Sewer: Budget report 6/13/23 indicates FY23 combined capital budget of \$2,469,999.96 (401-4335-535-60-62, 63 and 64) with \$2,112,440.35 remaining. A transfer to 401-4335-535-60-63 would be required.

RECOMMENDATION:	Award to Insituform Technologies, LLC for up to \$308,073.10 which includes full rehabilitation of the 8" sanitary sewer pipe (\$10,058.90) and for the Bal Harbor stormwater pipe first televise and only utilize CIPP where needed (\$298,014.20).
ATTACHMENT:	Site maps, Insituform Technologies, LLC bid tab, Gulf Coast Underground, LLC bid tab

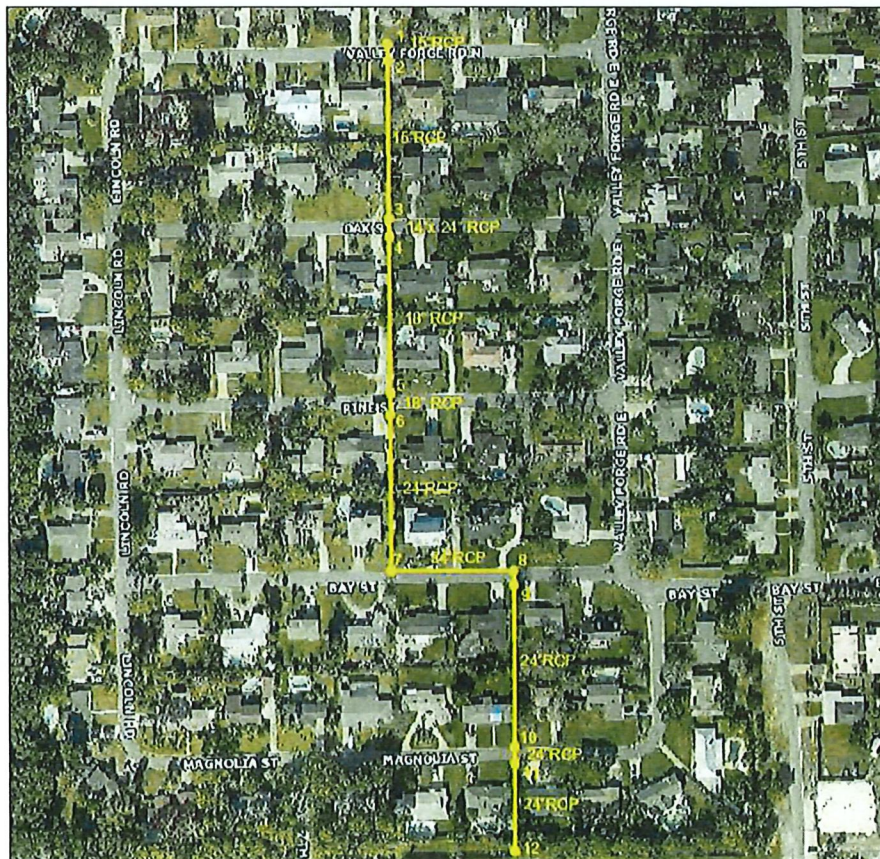
Cured in Place Pipe (CIPP) Project

3rd Street 8" sanitary sewer and Bal Harbor stormwater

8" sanitary sewer crossing 3rd Street near Myrtle Street



Bal Harbor Subdivision stormwater pipe of various sizes





6966 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Commercial Manager

Insituform Technologies, LLC is a subsidiary of Aeglon Corporation

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aeglon.com

5-16-23

Lucas Bridges
Distribution and Collections Division Chief
City of Neptune Beach
2010 Forest Ave
Neptune Beach, FL 32266
dcchief@nbfl.us

Re: Cost Proposal – City of Neptune Beach Sanitary and Storm CIPP Project

Luke,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Neptune Beach**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the City of St. Augustine Contract #PW2020-06 Sanitary Sewer Cleaning, Inspection and Renewal.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
MC6	Cleaning & Inspection of Sanitary Sewers Medium Cleaning 8" & 10" Diameter	LF	97	\$2.90	\$281.30
TV6	Cleaning & Inspection of Sanitary Sewers CCTV Inspection	LF	97	\$1.40	\$135.80
BP2	General Services By-Pass Pumping	LF	97	\$2.20	\$213.40
L2a	Sanitary Sewer Renewal Sanitary Main CIPP Lining 8" Diameter, 6mm nominal thickness	LF	97	\$26.40	\$2,560.80
TM3	Maintenance of Traffic Traffic Control – MOT 604 or higher	Day	2	\$1,200.00	\$2,400.00
TM4	Maintenance of Traffic	Week	2	\$2,233.80	\$4,467.60

	Traffic Control – MOT 601 or 602				
M1	Mobilization Mobilization for 20 work day period	Ea	1	\$4,746.90	\$4,746.90
A30	Stormwater System Clean and Inspection of Storm Water Mains Heavy Cleaning & Inspection 15" Diameter	LF	275	\$6.20	\$1,705.00
A40	Stormwater System Clean and Inspection of Storm Water Mains Heavy Cleaning & Inspection 18" Diameter	LF	323	\$7.10	\$2,293.30
A42	Stormwater System Clean and Inspection of Storm Water Mains Heavy Cleaning & Inspection 24" Diameter	LF	973	\$10.90	\$10,605.70
	Stormwater Sewer CIPP Lining 15" Diameter 9.0 mm nominal thickness	LF	275	\$109.30	\$30,057.50
	Stormwater Sewer CIPP Lining 18" Diameter 9.0 mm nominal thickness	LF	323	\$127.50	\$41,182.50
	Stormwater Sewer CIPP Lining 24" Diameter 9.0 mm nominal thickness	LF	973	\$208.50	\$202,870.50
B	Bond Contract performance and payment bond cost to exceed 2%	%		1.5%	\$4,552.80
	TOTAL				\$308,073.10

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.

GCU Cost Proposal
City of Neptune Beach Sanitary and Storm CIPP Project

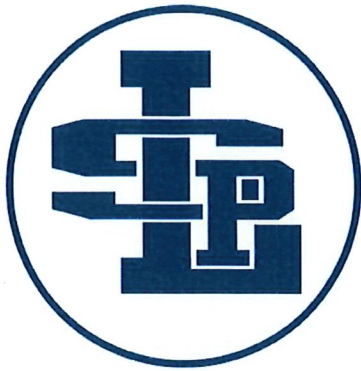
Bid Item per Docs	Description	Measure Units	Quantity	Bid Price	Total
MC6	Cleaning & Inspection of Sanitary Sewer Medium Cleaning 8" & 10" Diameter	LF	97	\$1.30	\$126.10
TV6	Cleaning & Inspection of Sanitary Sewer CCTV Inspection	LF	97	\$1.61	\$156.17
BP2	General Services By-pass Pumping	HR	TBD	\$64.74	\$776.88
BP2	General Services By-pass Pumping	EA	1	\$906.25	\$906.25
L2a	Sanitary Sewer Renewal Sanitary Main CIPP Lining 8" Diameter, 6mm nominal thickness	LF	97	\$34.96	\$3,391.12
TM3	Maintenance of Traffic Traffic Control - MOT 604 or higher	DAY	2	\$1,553.59	\$3,107.18
TM4	Maintenance of Traffic Traffic Control - MOT 601 or 602	WEEK	2	\$6,473.25	\$12,946.50
M1	Mobilization Mobilization for 20 work day period	EA	1	\$1,294.65	\$1,294.65
A30	Stormwater System Cleaning and Inspection of Stormwater Mains Heavy Cleaning & Inspection 15" Diameter	LF	275	\$25.90	\$7,122.50
A40	Stormwater System Cleaning and Inspection of Stormwater Mains Heavy Cleaning & Inspection 18" Diameter	LF	323	\$38.84	\$12,545.32
A42	Stormwater System Cleaning and Inspection of Stormwater Mains Heavy Cleaning & Inspection 24" Diameter	LF	973	\$38.84	\$37,791.32
	Stormwater Sewer CIPP Lining 15" Diameter 9.0mm nominal thickness	LF	275	\$129.46	\$35,601.50
	Stormwater Sewer CIPP Lining 18" Diameter 9.0mm nominal thickness	LF	323	\$161.83	\$52,271.09
	Stormwater Sewer CIPP Lining 24" Diameter 9.0mm nominal thickness	LF	973	\$245.98	\$239,338.54
B	Bond Contract performance and payment bond cost to exceed 2%	2%	1	\$8,147.50	\$8,147.50
	TOTAL				\$415,522.62



Special Meeting Agenda Item #9
 Facility Belt Filter Press
 Rehabilitation

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

AGENDA ITEM:	Water Reclamation Facility Belt Filter Press Rehabilitation
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	June 14, 2023
BACKGROUND:	The water reclamation facility treats approximately 600,000 gallons per day (GPD) of wastewater. Biosolids produced from the treatment process are approximately 180,000 gallons per week which must be thickened in the belt filter press prior to transport by roll-off to the landfill. The press was originally installed in 1997 and has only been marginally rehabilitated over the years by staff. This initial project would rebuild or replace the most critical components needed to ensure continued operation. A second project in FY24 will complete the rehabilitation. To purchase a new unit is on the order of \$750,000. This single point of failure in the treatment process would cause significant budgetary impact if it were to fail. Trucking by tanker un-thickened biosolids would require transport to a facility that would accept it. Previous hauling during a failure of the press in 2022 to JEA's Buckman Facility was at a rate of \$0.29 per gallon, or \$52,000 in just hauling costs. Thickening machines are available for rent and a project has been identified to install necessary electrical and piping connections should a rental become necessary. Quotes for the first phase of renovations were solicited from three vendors: • Langley Separation and Process, LLC - \$67,445.00 • Andritz \$ 71,282.48 • Alfa Laval – no bid
BUDGET:	Budget report 6/13/23 indicates FY23 combined capital budget of \$2,469,999.96 (401-4335-535-60-62, 63 and 64) with \$2,112,440.35 remaining. A transfer to 401-4335-535-60-64, Machinery and Equipment would be required.
RECOMMENDATION:	Approve award to Langley Separation and Process, LLC - \$67,445.00
ATTACHMENT:	Quotes from Langley, Andritz and Alfa Laval no quote



**Langley Separation and
Process, LLC**

**Proposal
#23-0522-001**

**Reference to
Project Scope, May 22, 2023**

City of Neptune Beach

**Refurbishing (one) Ashbrook Klampress
1.5 Meter Belt Press
SERIAL # 54975 6 1427**

May 22, 2023

Dear Mr. Prestidge

RE: Proposal for refurbishing: (one) Ashbrook 1.5 Meter Belt Press Serial # 54975 6 1427

Thank you for your interest in the refurbishing services of Langley Separation and Process LLC., we are pleased to provide you with the following proposal.

LANGLEY Separation and Process, LLC proposal is for the reconditioning and replacing parts on the (one) Ashbrook 1.5 Meter Belt Press Serial # 54975 6 1427 All material handling included to complete scope of services.

LANGLEY separation and process, LLC. will provide the parts and material for and (one) Ashbrook 1.5 Meter Belt Press Serial # 54975 6 1427 as outlined in the scope dated May 22, 2023. The parts are for the replacement involving the following:

(one) Ashbrook 1.5 Meter Belt Press Serial # 54975 6 1427

Items / parts listed below are per the scope of services.

- 1, New Wedge Plate
- 36 pc, Plow L3.5 W 2.625 H6.75 in s UHMW white V type
- 75 pc, Grid Wear strips 100W 0.37 H 1MM 3/8" x 1" x100
- 2 pc, Limit Switch
- 6 pc, UHMV Spray Bar Clamps
- 1 pc, K77 Belt Drive Gear box and Motor
- 10 pc, Bearing Assembly (with Housing) KP 85 2-9/16 Journal Diameter
- New stand Mounted hydraulic unit consisting of stainless stand, 1 HP motor, Pressure Pump, Regulators, Gauges, Reservoir and filter all components mounted on stand

Refurbishing the (one) Ashbrook 1.5 Meter Belt Press Serial # 54975 6 1427

Total Project Cost

Including Labor

\$67,445.00

Belt Press Monthly Rental

Plus, Freight and set up and training

\$11,500.00 Per Month

Langley Separation and Process, LLC. estimates a time frame of (8) weeks for parts and (2) weeks on site for part replacement and startup, from the date of PO and deposit. Since there are unforeseen circumstances and unknown conditions until the time of work is performed the estimated time frame is subject to change.

The following is some of those variables:

1. Condition of the roller shafts
2. Additional parts required after removal of old parts.
3. Shipping delays for receivable of parts

Langley Separation and Process, LLC. reserves the right to provide change orders for any additional services, parts, and labor required through the entire refurbishing of the presses and or if the client request additional services and labor not listed within the proposal.

The client is responsible for providing the following:

1. Electrical (110 volt) for operation of hand tools and air compressors
2. Loading and off-loading and site crating of repairs parts
3. Disposal of old parts

Payment Terms:

60 % Down Payment

35 % Delivery of parts to Site

5 % Completion of project (net 30)

FREIGHT: FOB jobsite

WARRANTY:

1 year on all supplied parts

Once again, Langley Separation and Process, LLC. would like to thank you for the opportunity to submit a proposal for the restoration of your (one) Ashbrook 1.5 Meter Belt Press Serial # 54975 6 1427

If you have any questions or need clarifications, please do not hesitate to call.

Sincerely,

Tony Langley, President



QUOTATION

Customer: 135244

City of Neptune Beach

Public Works

2010 Forest Avenue

Neptune Beach FL 32266-1557

Contact: **Adam Prestidge**

Fax: **+19042702418**

Copy to:

Your inquiry: **VIA EMAIL**

Our quote no: **20980767**

Supplier:

Contact:

Phone:

Fax:

E-mail:

Date:

Sales

Responsible:

Andritz Separation Inc.

Stormi Abbott

+1 817 375 4444

+18173756430

stormi.abbott@andritz.com

06/07/2023

MARKERT, LUKE

Dear Adam Prestidge,

We thank you for your inquiry and are pleased to quote as follows:

1. Scope of supply

For 400471479 Heavy Duty Belt Press

Model: ASHBROOK KLAMPRESS 1.5M

Serial number: 54975 6 4427

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery

2. Billing Address for Invoice

3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.

4. Reference this quote number.

Freight is excluded.

Delivery of product(s) to be determined from receipt of approved purchase order and any clarifications.

****ANDRITZ HAS A \$250 USD MINIMUM ORDER AMOUNT****

Please note currency is in US Dollars

Andritz Inc Standard Terms & Conditions apply

Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
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ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire Instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: 20980767

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	NEW WEDGE PLATE	129999901		1	PC	4,073.60	4,073.60
20	PLOW UHMW WHITE "V" TYPE L 3.5 W 2.625 H 6.75 IN DMM18580 #F#	131405955		36	PC	4.75	171.00
30	GRID WEAR STRIP L 100 W 0.37 H 1 MM 3/8" X 1" X 100"	300006381		75	PC	19.00	1,425.00
40	LIMIT SWITCH	131752999		2	PC	190.88	381.76
50	UHMW SPRAY BAR CLAMPS	129999901		6	PC	98.80	592.80
60	K77 BELT DRIVE GEARBOX & MOTOR	129999901		1	PC	3,573.52	3,573.52
70	BEARING ASSEMBLY (WITH HOUSING), KP85, 2-9/16 JOURNAL DIAMETER	300149833		10	PC	448.40	4,484.00
80	OPTION: NEW STAND MOUNTED HYDRAULIC UNIT CONSISTING OF HOT DIPPED GALVANIZED STAND, 1HP MOTOR, PRESSURE PUMP, REGULATORS. GAUGES, RESERVOIR, AND FILTER ALL COMPONENTS MOUNTED ON THE STAND.	129999901		1	PC	5,912.80	5,912.80
90	FIELD SERVICE Please be advised this is an estimate only. Actual costs will be adjusted, based on the service tech's time sheet and expenses, and invoiced upon completion of the service trip. It will be necessary to receive your purchase order before we can confirm this trip in our service schedule.	100031977		1	EA	50,668.00	50,668.00

Labor:

8 Sunday Travel Hours @ \$297.00/hr. =
\$2,376.00
40 Service Hours @ \$215.00/hr. = \$8,600.00
20 Service Hours OT @ \$322.50/hr. =
\$6,450.00
8 Saturday Travel Hours @ \$226.00/hr. =
\$1,808.00
Estimated Expenses = \$6,100.00

Total amount is for two technicians.

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Our quote no: 20980767

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
------	---------	--------	------	----------	------	------------	--------

Please see attached rate sheet.

Freight is not included in this price.

Explanation of Services:

Installation of wear components, and stand alone hydraulic system for a 1.5M Belt Press.

Customer Responsibilities

- >Customer will be responsible for power washing & cleaning the equipment prior to any work being done.
- >If required, customer to supply forklift and/or overhead lifting capabilities as needed.
- >If necessary, customer will be responsible for removing catwalks on one or both sides of the machine.
- >If required customer will be responsible to disconnect (and reconnect) utilities from the machine such as sludge, water, compressed air & electrical service etc.
- >No work will be done to the electrical control panel.
- >No work will be done to the frame.
- >Customer shall have all new parts staged in close proximity of the machine.
- **Any additional work/customer-requested services, including overtime and extra trips needed, will incur additional charges according to the Andritz standard rate sheet.**

Items total		71,282.48
Total Amount	USD	71,282.48

* S = Spare Parts, W = Wear Parts

Technical contact: Larry Conley /Phone: +1 817 239 5688 / larry.conley@andritz.com

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ABA: 026010786



Our quote no: 20980767

Terms and Conditions

2. **Delivery Time:**
after receipt of order and any clarifications.
3. **Terms of delivery:**
Our terms of delivery are FCA ORIGIN PREPAID & ADD, according to INCOTERMS 2020.
4. **Terms of Payment:**
Within 30 days Due net
(1% default interest per month for delayed payment).
5. **Validity of quotation:**
This quotation is valid to 07/25/2023.

Other Terms:

6. *****
COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.

The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort



Our quote no: 20980767

to overcome this significant cost pressure and hurdles in the supply chain.

TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and/or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14. PATENTS

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Our quote no: 20980767

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software; or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software; (ii) replace the Software with a functional equivalent; and/or (iii) modify the Software. Under (i) and (ii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- (f) Buyer and its successors are limited to the remedies specified in this Paragraph.
- (g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

16. SITE RISKS

- (a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- (b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

17. TERMINATION

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

18. CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any part thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

19. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

20. FORCE MAJEURE

- (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.
- (b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.
- (c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.
- (d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

21. INDEMNIFICATION AND INSURANCE

- (a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to



Our quote no: 20980767

the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

22. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented, or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.

(f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.

(g) (i) In the circumstances of (f) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. (ii) In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules. (iii) In the circumstances of (f) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

Andritz Separation Inc.

This document is issued electronically and valid without signature.

Page 7 of 7

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

Alfa Laval – no quote

Re: Ashbrook Alfa Laval Belt Press

MS Mark Schlitzkus <mark.schlitzkus@alfalaval.com>
To: Adam Prestidge

Start reply with:

Mon 6/5/2023 9:50 AM

Adam,
I'm going to pass on this bid.
Thanks

Best Regards,
Mark Schlitzkus
713-906-0505

On Jun 5, 2023, at 9:39 AM, Adam Prestidge <wwchief@nbfl.us> wrote:

RE: Ashbrook Alfa Laval **Belt Press**

AP Adam Prestidge
To: Mark Schlitzkus <mark.schlitzkus@alfalaval.com>

 **Belt Press.pdf**
35 KB

Tue 5/2/2023 9:48 AM

Attached is the current work that we need to have done on the **press**.

As we discussed, please provide a sole source letter for the Ashbrook / Klampress and a quote for the attached.

Let me know if you need anything else to complete this.

Thank you,



Adam Prestidge
District Chief
DWA# 12590
WVA# 18711

OFFICE: (904) 270-2453
MOBILE: (904) 749-0079
EMAIL: wwchief@nbfl.us
ADDRESS: 2010 Forest Avenue
Neptune Beach, FL 32266

"The world will ask you who you are, and if you do not know, the world will tell you." -Carl Jung

From: Mark Schlitzkus <mark.schlitzkus@alfalaval.com>
Sent: Tuesday, May 2, 2023 8:35 AM
To: Adam Prestidge <wwchief@nbfl.us>
Subject: Ashbrook Alfa Laval **Belt Press**

Adam,
I got your message thru customer service that you were looking for some help with your BFP.
How can I help?
Thank you

Best Regards
Mark Schlitzkus



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

AGENDA ITEM:	Emergency Commercial Dive Services - updated
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	June 16, 2023
BACKGROUND:	One of the water reclamation facility process tanks has experienced a failure of the aeration system pipework submerged in wastewater. This pipework introduces oxygen to microbiology while also providing mixing of tank contents, which includes floating plastic media used in supporting microbiological growth. As a result of the pipe failure, media blocked discharge points in the tank. Plant staff successfully removed the media blockage using an air lance. A hazardous waste commercial dive team will be utilized to assess the condition of the pipework for possible repair. Staff is also investigating surface aerators as an alternative to the pipe network. Two quotations were received for dive services. After discussions with the low bidder, their quotation will be updated for the dive to occur at night during lower flows to the plant. • Mainstream Commercial Divers, Inc. - \$6,679.00 (to be updated for night dive timing) • UESI - \$15,738.00
BUDGET:	Budget report 6/9/23 indicates FY23 Sewer Repair and Maintenance 401-4335-535-30-46 original budget of \$336,500.04 and \$91,630.82 remaining.
RECOMMENDATION:	Approval of award to Mainstream Commercial Divers, Inc.
ATTACHMENT:	Quote from UESI; quote from Mainstream Commercial Divers, Inc. (to be updated for night dive)

June 14, 2023

Deryle Calhoun
City of Neptune Beach Public Works
2010 Forest Ave
Neptune Beach, Fl. 32266

Subject: ATM IFAS Plant – Dive Services

Dear Deryle:

Underwater Engineering Services, Inc. (UESI) is pleased to provide the following proposal for dive services at the City of Neptune WWTF.

Mobilization / Demobilization: \$ 6,758.00

- Includes load out at shop, and travel.

Dive Team Day Rate: \$ 7,880.00 per day

- Includes dive crew, dive equipment, and safety equipment.
- Includes working Monday – Friday up to 8 hours onsite. Work past 8 hours will be invoiced additionally at OT Rate of \$450.00 per OT hour.

Hotel: \$ 1,100.00 per night

- Includes hotel cost for crew to stay in town overnight.
- This rate will be charged for every night the crew stays in town.

Scope of Work:

UESI will perform dive services as directed by the Public Works Department. This scope may include but may not be limited to inspection, and repair work.

Additional Material & Equipment Rates (if needed):

- | | |
|-----------------------------|------------------|
| ○ Hydraulic Power Package | \$150.00 per day |
| ○ Hydraulic tool | \$100.00 per day |
| ○ 185 Air Compressor | \$150.00 per day |
| ○ Pneumatic Tool | \$50.00 per day |
| ○ 5000 PSI Pressure Washer | \$50.00 per day |
| ○ Equipment Rental Services | Cost Plus 5% |
| ○ Consumables/Supplies | Cost Plus 5% |

Clarifications and Exclusions:

- Work will be conducted Monday-Friday during normal working hours of 7:00 am – 5:00 pm.
- All materials are to be provided by others.
- Client is to provide UESI access to the site.

Should you have any questions or would like to discuss this proposal please do not hesitate to contact us at your convenience.

Thank you for the opportunity,

Bob Begano *Bob Begano*
Senior Estimator



Mainstream Commercial Divers, Inc.
2668 Spruill Ave • Charleston, SC 29405
(843) 747-0548 Phone • (843) 747-2728 Fax

CLIENT:

Attn: Deryle Calhoun
Company: Neptune Beach, City of
Street: 2010 Forest Ave.

City, St, Zip: Neptune Beach, FL 32266
Phone: 904-270-2423
Email: dpw@nbfl.us

WORK TO BE PERFORMED AT:

Site: IFAS Tank Inspection
Company: Neptune Beach
Street: 2010 Forest Ave.
City, St, Zip: Neptune Beach, FL 32266
Site Contact: Deryle Calhoun
Phone: 904-270-2423

BID NAME: IFAS Tank Inspection

DATE: June 16, 2023

BID No: 23FLZC0060

Dear Mr. Calhoun,

Mainstream Commercial Divers, Inc. ("MCDI") appreciates this opportunity to be of service. MCDI is a specialized provider of commercial diving and related services. Below is the scope of work and pricing for services requested.

SCOPE OF WORK:

- Provide 4-man Contaminated dive team and shallow water dive package to inspect Aeration Header in IFAS tank.

ASSUMPTIONS & CLARIFICATIONS:

In order to develop the most accurate pricing for your upcoming survey the following assumptions were made;

- The diver will be able to enter and exit the tank via the existing catwalk.
- The dive trailer will be able to be staged within 100' of the diver's ingress and egress point.
- (MCDI) will have unobstructed and uninterrupted access to the survey location.
- All survey work can be completed within (1) workday.
- All work can be completed during daylight hours.

Final invoice will be based on actual labor, materials and equipment used.

PROJECT PRICING:

Mobilization						
Labor	Men	Qty	Hrs./Day	Total	Bill Rate	Bill Sub Total
Non-Overnight Per Diem	-	4	-	4	\$44.25	\$177.00
Travel: Per Diver (Straight Time)	4	1	4	16 hrs.	\$55.00	\$880.00
Subtotal						\$1,057.00



Equipment	Qty	Units	Bill Rate	Bill Sub Total
Crew Vehicle	1	Hour	\$42.00	\$42.00
Subtotal				\$42.00

Survey						
Labor	Men	Days	Hrs./Day	Total	Bill Rate	Bill Sub Total
4 Man Standard Biological/Chemical Contaminated Diving - Over 8 Hours	1	1	2	2 hrs.	\$527.00	\$1,054.00
Biological/Chemical Contaminated Diving - 4 Man Dive Crew and Shallow Water Dive Package 8-hour day	-	1	-	1 days	\$2,813.00	\$2,813.00
Per Diem (based of GSA)	4	1	-	4-man days	\$159.00	\$636.00
Subtotal						\$4,503.00

Equipment	Qty	Units	Bill Rate	Bill Sub Total
Crew Vehicle	1	Hour	\$42.00	\$42.00
Large Generator (4000 Watt)	1	Day	\$113.00	\$113.00
Subtotal				\$155.00

De Mobilization						
Labor	Men	Days	Hrs./Day	Total	Bill Rate	Bill Sub Total
Travel: Per Diver (Straight Time)	4	1	4	16 hrs.	\$55.00	\$880.00
Subtotal						\$880.00

Equipment	Qty	Units	Bill Rate	Bill Sub Total
Crew Vehicle	1	Hour	\$42.00	\$42.00
Subtotal				\$42.00

Projected Cost \$6,679.00



Special Note: This proposal includes fuel costs based on the average published cost of fuel as of the BID DATE. In accordance with the ENERGY SURCHARGE terms on page 2, additional fuel surcharges may apply when the work is performed.

TERMS AND CONDITIONS:

Payment Terms:	☐ C.O.D	☐ 1% 10 Days	☒ NET 30	☐ Other: _____
Payments not made by due date will be subject to 1.5% monthly late fee.				
This proposal may be withdrawn if not accepted within 30 days.				

- **SITE CONDITIONS:** Client will provide MCDI with free and clear access to site and unless indicated specifically as MCDI's responsibility, Client will provide utilities sufficient to perform the scope of work.
- **MINIMUM CHARGE:** All services performed by Mainstream are subject to a \$1,000 Minimum Charge.
- **TAXES:** All applicable Federal, State, or Local taxes and/or surcharges will be included at time of invoice. Tax-exempt entities must provide proof of tax-exempt status prior to execution of the proposed work.
- **ENERGY SURCHARGE:** The cost of fuel is included in Equipment Rates for all "fuel driven equipment" based on the posted price of diesel at the time of this proposal. An additional Fuel Surcharge may be assessed at the time the work is performed based on changes in the cost of fuel as reported on the Weekly US Average On-Highway Diesel Price published by the US Department of Energy at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. Any Fuel Surcharges will be established and applied on a monthly basis as appropriate for the period the work is executed.
- **General Terms and Conditions – Diving Services:** Acceptance of this proposal by Client for the services performed by MCDI hereunder shall be governed exclusively by the attached General Terms and Conditions – Diving Services. attached hereto. This proposal, and the general terms and conditions, shall have been deemed accepted by Client upon the earlier of: (i) Client's or mutual execution below; or (ii) MCDI's commencement of mobilization or Services following Client's verbal or written authorization to proceed. Any additional or different terms proposed by Client are automatically rejected and shall be deemed void unless expressly agreed to in writing by MCDI.

To authorize the performance of this proposal, please execute the "Proposal Acceptance" below and return to the attention of Zac Carter. If you have any questions regarding this quotation or would like further information on our services, please feel free to call me at . In the event that I cannot be reached, please contact our office at 904-241-2200 and ask for assistance.

Sincerely,

Zac Carter
Operations Manager

ACCEPTANCE

By signing below, the individual(s) identified warrants his/her authority to bind its respective party to this proposal and the attached terms and conditions.

Client	MCDI
Signature: _____	Signature: _____
Printed Name/Title: _____	Printed Name/Title: _____



Date: _____

Date: _____

General Terms and Conditions – Diving Services

1. **Performance.** Mainstream Commercial Divers, Inc. ("MCDI") will perform the scope of work as set forth on the face page of this agreement ("Services") at the general direction and supervision of Client and in conformance with applicable local, state, federal, and industry standards. Unless otherwise expressly indicated on the face page of this agreement, the Services do not include any design, engineering, or similar technical services, and to the extent of such services are needed in connection with the project, it shall be the responsibility of the Client and provided by Client or third parties engaged by Client.
2. **WARRANTIES.** MCDI MAKES NO (AND EXPRESSLY DISCLAIMS ANY) GUARANTEES, REPRESENTATIONS OR WARRANTIES AS TO THE PERFORMANCE OR SUITABILITY OF THE SERVICES AND ANY ASSOCIATED PERSONNEL, LABOR, EQUIPMENT, OR MATERIALS PERFORMED OR PROVIDED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO COMPLETION TIMES OR OF RATES OF PROGRESS OF THE SERVICES, OR ANY WARRANTY OF SEAWORTHINESS, MERCHANTABILITY, OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.
3. **Payment.** Unless expressly provided on the face page of this agreement, any payment Client owes MCDI shall be deemed earned as Services are performed, with payment to be made, without offset or deduction, net thirty (30) days after receipt of MCDI's invoice. Late payments shall earn interest at the rate of 1.5% per month, or the maximum amount permitted by law, whichever is less. Client shall reimburse MCDI for any and all costs and expenses (including attorney's fees) incurred by MCDI for collections of payments overdue including but not limited to exercising any maritime lien rights set forth in Section 4.
4. **Maritime Lien.** Upon its sole election, MCDI shall have a maritime lien against any vessel or vessels owned by Client that are connected or related to, in any way, the Services provided by MCDI for any and all amounts due to MCDI under this agreement. If exercised, even after delivery or transfer of custody by MCDI to Client, the lien shall only be deemed extinguished upon full payment or written release by MCDI.
5. **Additional Charges.** Any changes requested by Client in the Services at any time shall be compensated by Client at the rates provided by MCDI on the face page of this agreement or in accordance with MCDI's applicable commercial tariff then in effect. Client understands MCDI may not have had an opportunity to inspect conditions relating to the Services or project site so unknown or unanticipated conditions, changes in laws or required standards or directions by federal or state agencies shall be considered a change requested by Client. In the event MCDI's performance is suspended or delayed by Client, government personnel, weather, or any other reason beyond MCDI's control, MCDI shall be paid at the rates identified on the face page of this agreement or in accordance with MCDI's applicable rate sheet then in effect for personnel and equipment that is required to standby, including any subcontractor costs, for demobilization and mobilization costs, and other costs incurred as a result of such suspension or delay.
6. **Suspension or Termination by MCDI.** MCDI may suspend or terminate this agreement and Services immediately if: (i) Client fails to timely pay any amounts due MCDI under this agreement, or any other agreement between Client and MCDI; (ii) Client fails to provide, upon MCDI's request, reasonable assurances or proof of payment security evidencing its ability to pay MCDI for Services; or (iii) MCDI determines, in its reasonable opinion, the Services cannot be performed without posing an unreasonable risk to the environment, any property, or any personnel. Client shall be responsible for any charges incurred for Services performed prior to such termination and for demobilization fees and charges.
7. **Force Majeure.** MCDI shall not be deemed in default of this agreement or any duty hereunder to the extent that any delay of or failure to commence or complete performance of its obligations, without regard to fault, from any cause beyond its reasonable control, including, but not limited to, acts of God, mechanical breakdown, acts of any governmental body, acts or delays of other subcontractors or supplies, fire, flood, severe weather, and labor disputes.
8. **Indemnity.** To the fullest extent permitted by law, Client shall indemnify, hold harmless, and defend MCDI and its subcontractors (of any tier) and their respective officers, employees, and agents from and against any and all claims, loss, risk, damage, demand, suit, judgment, and attorneys' fees and other kind of expense arising from, resulting from, or any manner directly or indirectly related to the Services, except to the extent as caused by MCDI's sole or gross negligence or willful misconduct. **IN FURTHERANCE OF THE FOREGOING, CLIENT WAIVES ANY EXCLUSIVITY AFFORDED TO IT UNDER WORKERS COMPENSATION OR SIMILAR LAW.**
9. **Consequential Damages.** Neither party shall be responsible for any consequential or special damages whatsoever (including but not limited to, business interruption, extra expense, loss of use of any property, or delay) arising out of or relating to the Services, the project, and/or this agreement, howsoever caused and regardless of whether the same results from the negligence of a party, or otherwise, and even if the possibility of such was or could have been foreseeable.
10. **Counterparts and Facsimile Signatures & Severability.** This agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute the same agreement. Facsimile or email signatures and/or acknowledgement and acceptance shall be considered valid. The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.
11. **Law/Venue.** The interpretation and performance of this agreement shall be governed by the United States general maritime rules of law and if there is no applicable general maritime rule of law, then the laws of the state in which the Services are being performed shall apply. Any litigation, dispute, or claim arising in connection with this Agreement shall be settled by binding arbitration administered by the American Arbitration Association accordance with its commercial arbitration rules. The venue for such arbitration shall be in Charleston, North Carolina and after completion of arbitration and issuance of an award, judgment upon any award entered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The substantially prevailing party shall be entitled to reimbursement by the other party for reasonable legal fees and costs and



CONTRACT: 23FLZC0060

PRINTED: 6/16/2023

PAGE: 5 OF 5

upon request of either party, the arbitrator(s) may consolidate the arbitration proceeding with any other proceeding or matter related to this agreement, the Services, or project. **THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED, IN ANY WAY, TO THE SERVICES OR THIS AGREEMENT.**

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORECARD
(REVISED 06/15/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
CITY MANAGER'S OFFICE					
Waste Pro USA Refund Request	Letter Sent to Waste Pro 11.2.2022; Meeting with Their Lobbying Attorney on 11.16.2022	N/A	11.1.2022	In Progress	
Neptune House Rentals	Upcoming booking: 7/22/2023 for a 60th birthday party	N/A	N/A	6/14/2023	On-going
Beach Recycling, Container Improvements and Educational Signs at Beach Accesses	- New Budget Cycle Allows for Purchase of Refuse Containers, currently on pause while emergency repairs are made to beach accesses - 4/6/23 - Staff is requesting further direction on this issue	\$30,000+/-	6.1.2022	Paused	
Waste Pro Liquidated Damages	Liquidated damages calculated monthly for missed residential collections.	N/A	N/A	N/A	On-going
CITY CLERK					
Begin Form 1 Financial Disclosure Reminders	If anyone required to submit Form 1 was in the seat or position on December 31, 2022, they must submit Form 1 to Supervisor of Elections office in the county they reside	N/A			Due July 1, 2023
New legislation - Ord. No. 2023-02, Tree Trimming and Removal and Ord. No. 2023-03, Smoking in Public Places	Submitted required public notices to The Beaches Leader, ordinances adopted on June 5, 2023- submitted to Municode for inclusion in Official Code of Ordinances			In Progress	6/6/2023
Prepare meeting agenda packets and minutes Archive and record contracts, documents, minutes, agendas	Ongoing	N/A			On-going
HUMAN RESOURCES					
Open Positions	Currently recruiting for 5 positions.			in-progress	on-going
CFO - hired	Jaime Hernandez hired as CFO.			completed	
Northeast Florida Safety Council	Registering the city with the NEFSC to ascertain safety support services to help build City's safety program.			in-progress	
Paycor Implementation	The City will be implementing new system (year end) to streamline payroll and hiring processes.			in=progress	

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORECARD
(REVISED 06/15/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
FINANCE DEPARTMENT					
Budget FY 2023-24	First phase of the budget process in progress	Jaime Hernandez	9/15/2023	Ongoing	
Tyler Technologies Financial Software Replacement	First phase of implementation to be completed month end		6/28/2022	Ongoing	
Reconciling Waste Pro Franchise Fees	WastePro analysis completed	\$169,000 due to WastePro	11/1/2022	Completed	5/22/2023
Year End Tax Forms for Employees	Create W2 for Employees/ Send Final 941/ IRS Regarding Payroll Taxes		1/1/2023	Completed	1/31/2023
Fiscal Year 2021 Audit	Field work and analysis FY 20-21	Michael Owens	3/31/2023	Completed	4/7/2023
Banking Combination	1 out of 3 accounts closed. Still processing the others		2023	Last Stage	
Fiscal Year 20-21 Financial Reports	Received and Presented to the Council	Auditors	5/15/2023	Received / Completed	5/24/2023
Reconciling Audit trial balance & Financial Reports with Great Plains	Currently working on reconciling	Michael Owens	5/15/2023	In progress	
Closing FY 20-21 and rollover balances to FY 21-22	Must complete reconciliation before proceed	Finance	8/15/2023		
Initial field work and analysis FY 21-22	Must complete FY 20-21 reconciliation and roll over	Auditors	TBD		
Meeting with Purvis Grey to plan audit for FY 21-22	Waiting respond P&G to determine date	N/A	5/24/2023	Completed	5/24/2023
Tyler Technologies Financial Software Replacement	Second phase implementation:		5/31/2023	Ongoing	
Project Management	Requires final configuration, testing and go live (40 hours)		7/15/2023		
Account Receivables	Requires final configuration, testing and go live (30 hours)		7/15/2023		
Fixed Assets	Fixed Assets has been installed and 70% of assets uploaded			In Progress	
Inventory Module	On hold until Deryle is ready to start project			On hold	
Police Pension Audit	Files submitted to Foster & Foster. Answering question as requested.		5/31/2023	Completed	5/24/2023
FEMA	Completed submission for COVID and Ian. Must Complete Nichol by end of June		5/31/2023	Ongoing	

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORECARD
(REVISED 06/15/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
PLANNING AND COMMUNITY DEVELOPMENT					
Creation of GIS Maps for City	Created base layers and begun creating shapefiles for city infrastructure, parcels, and other relevant data.	N/A	On going	6/12/2023	TBD
Updating Sections of LDC	Sections to be Updated Based on Feedback from Staff, CDB and Council to included: 1) Buffer Landscaping for Residential, 2) RV and Commercial Vehicles in residential, 3) Duplexes in the RC, and 4) Historic preservation as a finding of fact	NA	Ongoing	6/12/2023	08/07/23 Adoption
FEMA/CRS 5 year audit	FEMA conducted the 5 year CRS audit on 6/8/2023	NA	Ongoing	6/12/2023	Final CRS submission due approx. 8/1/2023
Fee Resolution	Resolution 2022-07 passed by Council on 11/07/2022 - some fees need to be updated	N/A	5/1/2023	6/12/2023	10/1/2023
GRANTS & RESILIENCY					
Resiliency Lab at Jarboe Park - StormSensor Expansion	- City Council approved 5/2/2022, Sensors installed 5/9 to 5/20/2022 with follow-up work on week of 6/20/2022, Demo at City Hall on 6/30/22, Maintenance work on 12/14 and in Jan. - Week of 3/27/23 contractor on-site for additional maintenance - 6/9/23 - StormSensor is compiling data for annual report to be presented at end of June		5/1/2022	6/9/2023	In progress
Community Resilience Planning Grant	- \$100,000 grant announced on 5/3/2022, initial grant documents received 5/9/2022, UF drafting scope, Expansion Grant application submitted 9/1/2022, funding to be announced in early 2023 An additional \$80k has been awarded and reflected in signed grant agreement. Task Order from UF to be presented at 6/20 Council meeting.	\$180,000 (Reimbursable Grant)	5/3/2022	6/9/2023	In progress
FEMA Hazard Mitigation Grant Program Generator Project	Project for backup generators for the Police Dept and City Hall approved by FDEM on 6/8/23 and contract is being prepared.	\$198,618.00 Federal Share (\$178,756.20) Local Share (\$19,861.80)	11/1/2021	6/9/2023	In progress
COJ Penman Road Complete Streets Project Study	- Community Meeting on 12/15/2021, design phase to begin 1/1/2023, staff level Stakeholder meeting held end of August - 5/08/23 - Loop detectors have recently been replaced at the Five Way intersection. Requested updated signal timing info from COJ. Staff level presentation from consultant to NB, AB and Jax Beach on 6/8/23. Mr. Diamond's office will plan public meeting later this summer.		10/1/2021	6/9/2023	In progress

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORECARD
(REVISED 06/15/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
GRANTS & RESILIENCY					
FDOT Atlantic Blvd and Third St Intersection Improvements and Bay Street Pedestrian Hybrid Beacon and Crosswalk	- Construction started on 1/3/22 - schedule delayed because new drainage structure had to be added to the project for Jax Beach Beacon, Completion anticipated by early 2023. Formwork and initial concrete poured for path connection to Jarboe Park. - Staff waiting on agreement from COJ for maintenance of new signals. - Crosswalk opened 4/18/23 - 5/15/23 - Final work on 3rd Street intersection improvement scheduled to complete. -6/9/23 - Replacement landscaping at 3rd Street intersection approved by FDOT contractor on 6/8		7/1/2021	6/9/2023	Substantially complete, replacement landscaping yet to be installed
POLICE DEPARTMENT					
NBPD A/C System Overhaul	Completed	\$18,000.00	3/1/2023	Completed	6/1/2023
Motorola P1 Computer Aided Dispatch (CAD) Project	Pending COJ Switch Connect	\$35,000.00	7/12/2019	Active	In progress
2021-JAGC-DUVA-4-3B-127 (Ammo)	Pending receipt of reimbursement from State of Florida. Post-award Audit completed and all docs sent to FDLE	\$52,858 (+/-)	1/1/2021	2/1/2023	In progress
2023-JAGC-DUVA- (TBD) "Technological Adv. Project"	Pending FDLE	\$53,007.00	11/2/2022	Pending Application	In progress
DUI Unit Body Worn Camera (BWC) & In-Car Camera Project	Completed	\$7,748.00	7/13/1905	Completed	In progress
Patrol Rifle Refresh	Items Ordered - Pending Arrival	\$5,000.00	7/13/2022	Active	Pending
Narcan Initiative	Received 50 doses from HIDTA. Pending Training & Deployment	\$0.00	6/8/2022	Active	In progress
Training	FDLE Mandate De-escalation training Curriculum being developed	N/A	12/15/2022	Completed	5/16/2023
Surplus Vehicles	Sale of Surplus Vehicles	(+) 8,000.00	12/1/2022	Completed	3/10/2023
Purchase Used Services Vehicle	Emergency Purchase & Upfit to replace Ocean Rescue Vehicle	\$15,000.00	5/4/2023	Active	Pending
OR Vehicle Modification	Modify Ocean Rescue Vehicle for Beach Use	\$2,000.00	5/29/2023	Active	Pending
CONB Emergency Mgt Training	Annual Hurricane Tabletop Exercise	N/A	5/16/2023	Completed	5/16/2023
Surplus Vehicles/Property	Preparing Items for Auction	N/A	5/29/2023	Active	In progress

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORECARD
(REVISED 06/15/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
PUBLIC WORKS DEPARTMENT					
CUP Renewal and Well 2 replacement design	Professional Services: -The Supplemental Agreement with Consultant was approved during 1/03/22 Council meeting - Consultant submitted CUP renewal permit application to SJRWMD on 6/10/2022 - Consultant submitted draft RAI response to SJRWMD on 12/21/22 - SJRWMD sent draft Request for Additional Information (RAI) on 1/26/23 - Briefing held with Consultant and new PW Director 4/04/23. Consultant to gather information regarding current health of Wells 1, 3 and 4; a decision can then be made regarding any replacement of Well 2. - 4/10/23 - Extension of response to RAI until 4/10/24 granted by SJRWMD. - June 2023 - Failure of pump in well resulted in video log of well condition. Well 1 is in need of replacement. Moving to design phase with consultant for replacement well.	Consulting Fee: \$421,000	1/7/2022	6/9/2023	On-Going
Phase I WWTF improvements to address the Consent Order	- Kick-off meeting with the City's Consultant held 1/10/22 - Cost share grant agreement up to \$437,500 approved during 10/3/22 Council meeting and returned to SJRWMD - 30% design review meeting conducted on 10/6/22 - 75% design review meeting held on 11/17/22 - FDEP pre-application meeting held on 12/6/22 - Briefing held with Consultant and new PW Director 3/28/23 - Consultant provided high planning level estimate at around \$2.4 million prior to the +50%/-30% AACE capital cost range - Follow-up technical meeting held 4/06/23 - Contingency release approved for Plant 2 structural and new electrical room (outside of flood plain) design - May/June 2023 - Design update meetings held with engineering consultant. Current anticipated bid in late July/early August. Awaiting update construction schedule and list of equipment to be considered for direct purchase by CONB to minimize delay caused by long lead time items currently seen in the industry.	Consulting Fee: \$412,096.43 Contingency released: \$65,766.33	12/9/2021	6/9/2023	On-Going

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORECARD
(REVISED 06/15/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
PUBLIC WORKS DEPARTMENT					
Stormwater strategic planning	- Kick-off meeting held 12/21/21 - Coordinated public engagement meeting - Held Public Outreach meeting 3/30/22 to collect public input as a stakeholder in the planning process - Consultant developed two concept plans for the 400 block South Street drainage concerns - Consultant working on a draft Construction Management at Risk (CMAR) solicitation document. Based on discussion with new Director and Consultant, CMAR will not be pursued. - Draft strategic plan presented to Transportation & Infrastructure Planning Committee on 9/9/22 - Briefing held with Consultant and new PW Director 3/30/23; need to schedule follow-up presentation to Transportation & Infrastructure Committee to finalize plan and present budgetary costs for top projects - Presentation to committee held 5/19/23 - 6/5/23 - Council approved development of a stormwater hydraulic model, focusing first on Hopkins Creek. FY24 will focus on televising existing pipe for condition assessment and projects identified for potential CIPP lining.	Consulting Fees: \$252,817	12/9/2021	6/9/2023	On-Going
SB 64 planning	- Working with Consultant, COJB and COAB to set up a joint meeting to discuss scoping sometime middle of Jan 2022 - FDEP notified Public Works on 1/05/22 of 84 day deadline to submit an approvable cover letter and plan - Beaches coordination meeting on 1/20/22 - Submit RAI response to FDEP on 3/29/22 - On 3/29/22 FDEP acknowledged receipt; believes response should be acceptable - Consultant coordinating with other beach communities for contracting and awaiting other beach communities - Discussed reaching out to JEA to request a meeting to explore what options that may have for consideration - 4/06/23 - Meeting with Florida Rural Water Association and COAB held to strategize small community response - May 2023 - FRWA board approved support of push-back on implementation deadline or exempting more smaller utilities.	Consultant Fees: TDB	TBD	6/9/2023	Ongoing
City Signage Inventory (AgileMapper)	- Planning to start the City signage inventory after the pavement assessment is completed - Pavement assessment completed; staff requires further direction on whether to proceed with signage inventory	Software as Service Cost: \$5,000/yr.	10/14/2021	Paused	Ongoing

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORECARD
(REVISED 06/15/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
SENIOR ACTIVITY CENTER					
CDBG Contract 2023-2024	Grant Submitted January 2023	Requesting \$48,000	10/1/2023	PENDING	EST. APPROVAL SUMMER 2023
SENIOR SERVICES DELIVERED YTD (OCT. 1, 2022-MAY 31, 2023)	451	NA	10/1/2022	ONGOING	SEPT. 30, 2023
Building porch, parking lot, storm water runoff, landscaping	Bid Awarded May 1, 2023 by City Council	\$149,603.00	10/31/2023	GROOUNDBREAKING 6/12/23	11/1/2023
Act of Love--Necessary Documents for Life	June 28 @10am	NA	NA	NA	NA
HEAL SURF CAMP	OCEAN FRONT -SEA HORSE MOTEL	NA	JUNE 13 & 14, 2023	IN PROCESS	NA
Day Trip/Cultural & Social Experience	NATIONAL GEOGRAPHIC KING TUT EXHIBIT; SARAH BRIGHTMAN CONCERT	NA	JULY & DECEMBER	tickets secured; logistics planned	EST. 6 DAYTRIPS/YEAR
Travel Club Opportunities	Planning with Premier World Discovery & Overseas Adventure Travel, & Collette	Fundraising-\$40,000+ est.	2023/2024	NA	Planning Presentations
MOBILITY MANAGEMENT					
NuPark Troubleshooting	Tentative solution proposed by NuPark/T2 programming team. Testing for efficacy. Last failure reported 2/11/23.	N/A	11/1/2023	4/4/2023	In Progress
Update of Violations / Citations Database	Compiling documentation from city ordinances and/or state statutes. To be reviewed by City Attorney. Drafting updated SOP needed for parking ambassadors regarding procedural changes.	N/A	1/1/2023	4/4/2023	In Progress
Review and Updates to Current Signage	Signs/Posts have been purchased. Will start to post with Public Works in the next couple of weeks.	N/A	1/1/2023	5/11/2023	In Progress
Complete Set of Mobility Management Dept SOPs	Staff has identified a need for a set of SOPs specific to some of our department equipment and procedures. First draft has been completed; reviews and edits are in progress.	N/A	2/1/2023	4/4/2023	In Progress

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORECARD
(REVISED 06/15/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
INFORMATION TECHNOLOGY					
Tyler Technologies ERP	Working on collecting the required information from all affected departments, having current future state analysis meetings with Tyler and the department heads.	N/A	10/5/2021	2/10/2023	In Progress
Tyler Technologies Incode Financial Implementation	We have been working on the Tyler Incode 10 test environment.	N/A	10/5/2021	2/10/2023	Completed
Computer upgrades	In Progress	N/A	10/5/2021	3/10/2024	In progress
Tyler MyCivic Services App implementation	In Progress	N/A	6/10/2022	2/10/2023	Completed
Phone Maintenance	In Progress	N/A	4/1/2022	4/10/2024	In progress
Tyler financial implementation	In Progress	N/A	6/10/2022	2/10/2023	Completed
Upgrade the internet connection with AT&T	In Progress	N/A	6/1/2023	7/14/2023	In progress
New P1 CAD installs for the police mobile devices	In Progress	N/A	10/20/2022	2/10/2023	In Progress
Cogsdale upgrade project	In Progress	N/A	10/20/2022	2/10/2023	Completed
Munis/OCTA DID -W setup	In Progress	N/A	10/31/2022	11/15/2023	In Progress
Barracuda cloud archiving project	In Progress	N/A	11/10/2022	2/1/2023	Done
My civic app fixing bugs	In Progress	N/A	11/1/2022	9/15/2023	Completed

**CITY OF NEPTUNE BEACH
DEPARTMENTAL SCORECARD
(REVISED 06/15/2023)**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
PROJECT MANAGEMENT					
Senior Activity Center Exterior and Landscaping Project	4.19.2021 Workshop - Introduction of Ord 2021-04 for professional services 6.21.2021 Special Meeting - Approval of CONB RFQ 2021-02 for design services 5.2.2022 Meeting - Final Design with requested additional design presented to Council for approval to go out to Bid. Additional design requested by Council at this meeting 9.19.2022 Meeting - Bids received over \$300k requiring a formal bid process 10.17.2022 Workshop - CONB BID NO. 2022-03 approved for release 11.2.2022 - One non-conforming bid received, project placed for re-bid 11.3.2022 CONB BID NO. 2022-03 (REBID) 11.16.2022 CONB BID NO. 2022-03 due; one conforming bid received 12.2.2022 Meeting - Rejection of all bids received 1.12.2023 Second ITB submitted to potential bidders 2.14.2023 Bid due date extended to advertise within Florida State Statute 255.0525 2.21.2023 Meeting - Approval to modify Supplemental Agreement with design firm 3.29.2023 Meeting - Two bids received 4.3.2023 Meeting - Award consideration deferred until detailed financial accounting report produced. 5.1.2023 Meeting - Council approved to Award TSG Construction's bid of \$463,305.84 5.19.2023 Meeting - Pre-Construction meeting with architect and contractor 6.12.2023 Meeting - Scope of service for fire protection bid	\$463,305.84 (not including fire protection)	4/19/2021 NTP = 5/19/23 Substantial Completion = 90 days after NTP	6/9/2023	In progress
Water Tower Repairs and Maintenance	6.24.2021 - Inspection and specs of ground storage tanks provided to Utility Services/Suez 8.2.2021 - Cell Carriers installed antennas on monopole and installed radios in control cabinets 2.21.2022 - Utility Services/Suez action items include planning the phasing of the work to minimize road closures, using the limited space available near the water tower and R-O-W across the street, including the park at the 5-way intersection, preparing a site plan, MOT plan, and advertisement that can be used for permitting and community engagement 2.24.2022 - Utility Services/Suez inspected the water tower and performed a wash-out of the interior. 4.1.2022 - Council approved to move \$250,000.00 into account 401-4336-536-60-63 for Water Services Improvements not Buildings to sandblast the water tower 12.7.2022 - Coordinated third-party agreements between T-Mobile, Verizon, Utility Services/Suez, and City to complete the scope of work 1.18.2023 - Received Water Tank Maintenance Contract notification that Utility Services/Suez will not be liable for damages to the water tower due to the ongoing delay with the exterior renovation 2.23.2023 - Utility Services/Suez provided Verizon with a revised structural analysis purchase order to review the tower's integrity for the proposed new Verizon antennas 4.5.2023 - Utility Services/Suez confirmed receipt of Verizon's purchase order and has ordered a structural analysis to evaluate the water tower's integrity to support the revised equipment that Verizon is proposing to have installed. 5.15.2023 - Council approved funding of \$157,670 from Water Capital Improvements / Not Buildings (401-4336-536-60-63) 6.1.2023 - Pre-con meeting with Utility Services/Suez Start date of 6/5/23 delayed due to Verizon contract issue	\$157,670	2/2/2022	6/9/2023	Project is estimated to be completed September 2023, with the exception of a mural painting, if sought
City Hall Roof Repair	3.6.2023 Meeting - Council approved advertisement of bid 4.14.2023 Meeting - Bid opening held; no bids received 4.17.2023 - Met with engineer regarding specs and feedback from contractors 4.27.2023 - Met with engineer after site meet with GC and solar company 5.01.2023 - Update Council on findings and next steps 6.07.2023 - Rebid advertised in Beaches Leader newspaper and DemandStar	\$175,000	Pre-bid meeting 3/14/2023	6/9/2023	In progress
Submitted by the Interim City Manager on June 20, 2023					

Building Dept Reports

Building Activity October 1, 2022 to September 30, 2023					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-22	91	85	205	\$30,369.43	\$2,390,976
Nov-22	139	87	215	\$38,808.51	\$4,625,038
Dec-22	101	73	157	22,702,.06	\$3,726,454
Jan-23	90	85	195	\$20,532.41	\$2,490,367
Feb-23	131	87	188	\$19,080.38	\$1,332,719
Mar-23	131	88	242	\$26,492.36	\$2,925,374
Apr-23	109	90	193	\$18,041.44	\$1,429,516
May-23	108	57	186	\$22,897.83	\$2,500,550
Jun-23					
Jul-23					
Aug-23					
Sep-23					
Totals	900	652	1581	\$176,222.36	\$21,420,994

Building Activity October 1, 2021 to September 30, 2022					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-21	109	89	124	\$21,333.09	\$2,168,231
Nov-21	99	52	163	\$16,924.29	\$1,973,657
Dec-21	96	72	163	\$25,615.88	\$1,192,593
Jan-22	124	80	193	\$29,540.85	\$1,400,891
Feb-22	110	74	171	\$16,820.09	\$2,442,996
Mar-22	114	87	198	\$21,505.98	\$2,598,077
Apr-23	145	136	185	\$67,275.67	\$1,276,435
May-22	97	61	171	\$20,252.47	\$2,097,499
Jun-22					
Jul-22					
Aug-22					
Sep-22					
Totals	894	651	1368	\$219,268.32	\$15,150,379
Difference	6	1	213	-\$43,045.96	\$6,270,615

			Iworq Case			Violtion	Action
	Date	Address		Minimum Night Stay	Rental Type	Y/N	
1	5/30/23	2104 1St St		28	Popup notice 28 night minimum		
2	5/30/23	2032 Sandpiper Pt	2023054	2	Current STR (26 nights or less)	3rd Violation	Will Be Sending Notice To Appear
3	5/30/23	317 Oak St		Unavalible	Pulled off Market		
4	5/30/23	2013 or 15 Florida Blvd		28	Popup notice 28 night minimum		
5	5/30/23	1108 S Oceanwood Dr S		28	Current STR (26 nights or less)		
6	5/30/23	222 Magnolia St		28	Popup notice 28 night minimum		
7	5/30/23	2000 Penman Rd		28	Popup notice 28 night minimum		
8	5/30/23	411 Margaret St	2023053	7	was able to book 7 ights (VIOLATION)	2nd Violation	Will Be Sending Letter To Appear
9	5/30/23	232 or 234 Oleander St	2022158	28 min	Popup notice 28 night minimum		
10	5/30/23	208 Margaret St	2023057	3	Popup notice 3 night minimum	2nd Violation	Will Be Sending Letter To Appear
11	5/30/23	110 Walnut St		28	Popup notice 28 night minimum		
12	5/30/23	415 Myra St		28	Popup notice 28 night minimum		
13	5/30/23	224 Florida lvd	2023051	21	Popup notice 281 night minimum	2nd violation	Will Be Sending Letter To Appear
14	5/30/23	1515 4th St		?	Unavalible		
15	5/30/23	239 Oleander St		No Live Listing			
16	5/30/23	336 Seagate Ave		28	Popup Notice 28 Night Minimum		
17	5/30/23	320 1st St		28	Popup 28 night		
18	5/30/23	2116 Acacia Rd		29	min 29 night stay		
19	5/30/23	1320 Ocean Front	2023050	20	popup notice 20 night min stay	Violation	Sending Letter to C& D
20	5/30/23	728 Ocean Front		90	Blocked til 12/24 minimun 90 night		
21	5/30/23	1116 S Oceanwood Dr S		28	Listing is Unavalible		
22	5/30/23	264 Davis St		30	Popup 30 night minimum		
23	5/30/23	2112 & 2114 1st St		28	29 Night Popup		
24	5/30/23	214 Davis St	2023049	3	3 Night Popup,	Violation	5/30/23 C & Letter
25	5/30/23	1108 Oceanwood Dr s		28	Popup warning 28 night minimum,		
26	5/30/23	205 South St		No Live Listing			
27	5/30/23	301 2nd St (4-Units)		28	1- 28 night, 1-200 nights, 2-unavalable		
28	5/30/23	2010 3rd St		No Live Listing			
29	5/30/23	212 SouthSt		30	30 night min stay		
30	5/30/23	1632 Strand		28	min 28 night stay		
31	5/30/23	111 Oleander St		NoLive Listing			
32	5/30/23	234 Oleander St		28	min 28 night stay		
33	5/30/23	536 South		28	min 28 night stay		
34	5/30/23	212 Oak		28	min 28 night stay	Note: 5/16/23 Letter sent to C & D (complied Closed)	
35	5/30/23	404 Margaret St Unit 1		28	min 28 night stay	Note: 5/16/23 Letter sent to C & D (complied Closed)	
36	5/30/23	404 Margaret St Unit 2		28	min 28 night stay	Note: 5/16/23 Letter sent to C & D (complied Closed)	
37	5/30/23	404 Margaret St Unit 3		28	min 28 night stay	Note: 5/16/23 Letter sent to C & D (complied Closed)	
38	5/30/23	404 Margaret St Unit 4		28	min 28 night stay	Note: 5/16/23 Letter sent to C & D (complied Closed)	
39	5/30/23	240 Cedar (Unit 633)		28	min 28 night stay		
40	5/30/23	513 Lora St		28	min 28 night stay		
41	5/30/23	1300 Florida Blvd 2-units	2022167	Currently unarothized units in R-1		Working with ATTY	C& D Letter Sent 1/4/23
	5/30/23	There are 43 Locations in the City that are pending identified					

May 2023 Monthly Report

Annual Inspections	
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	New Businesses										
5/17/2023	2300	Marshpoint Rd 202		Dawn Home Care							\$75.00
5/22/2023	580	Atlantic			Publix						\$75.00
5/23/2023	1559	Atlantic		Lux Revamp							\$75.00
5/23/2023	1559	Atlantic		Dylan did my Hair							\$75.00
5/23/2023	1559	Atlantic		Bri With the Babe							\$75.00
5/23/2023	2305	Marshpoint Rd		Michael Munn Consulting							\$75.00
5/23/2023	2050	King Cir S # E	Destiny Works Luxury Hair Extentions								\$75.00

[illegible]

Building Plan Review

Date	BP #	Address	Scope	FloodZone	Proj Value	Bldg Market Val	Time Spent
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New Construction Fire Inspection											
5/4/2023		401	McCollum Cir	Special Event Food Truck Inspection							
5/17/2023	202201334	700	3rd St	Cancer Specilis Fire Alarm Final							
5/17/2023	202201114	700	3rd St	Cancer Specilis	Fire Final,						
5/17/2023	202201333	700	3rd St	Cancer Specilis	Fire Sprinkler Final						

New Construction Building Inspection											
5/4/2023		630	Atlantic Blvd	Fire Alarm Radio Enhansment							
										Total	\$0.00

Fire Plan Review											

0.00

Short Term Rentals

5/3/2023	2023039	212	Oak St	hort Term Rental	Served Cease & Desist Leter
5/3/2023	2023040	214	Oak St	hort Term Rental	Served Cease & Desist Leter
5/3/2023	2023041	404	Margaret St, #	hort Term Rental	Served Cease & Desist Leter
5/3/2023	2023042	404	Margaret St #2	hort Term Rental	
5/3/2023	2023043	404	Margaret St #3	hort Term Rental	Served Cease & Desist Leter
5/3/2023	2023044	40	Margaret St #4	hort Term Rental	Served Cease & Desist Leter
5/4/2023		214	Oak St	Served 6 cease & Desist Letters	
5/16/2023		214	Oak St	Spoke to owner, advised web site still in violation, worked with them tyo correct. Current closed case, will continue to watch)	
5/30/2023	2023049	214	Davis St	2nd violation, Sent notice to cease & Desist, with notice to appear before magistrate	
5/30/2023	City review of all 39 known STR , and 51 properties not identified (no Address)				7 addresses in violation

Floodplain Related

5/17/2023	413	Forest Marsh	100% in AE SI Caculation in process	Sent Floodplain Letter
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Elevation Certificate											
Date	Permit #	Address #	Street					EC,B9+1	EC,C2 a)	Above	Below
Total Elevation Certificates reviewed this month											

Code Complaints											
5/2/2023	2023037		Cherokee Ln	Waste Pro Mixing collection							closed
5/2/2023	2023038		First St & Bay	Abondon Vehicle	PD to post						closed
5/3/2023	2023039-44	212	Oak St	6 short term rental same owner/realty co broker, 6 - leteres cease & Desist							
5/4/2023	2023045	318	First St & Bay	Construction Site needed Cleaning							
5/5/2023	2023046	211	Myrtle St	Pool flooding neighbor							
5/11/2023		205	Myra St	Intent to demo, made contact with owner & his engineer							
5/12/2023		205	Myra St	Received email from engineer with intent to obtain a permit and restor the house							
5/23/2023	2023047	114	Hopkins St	Pool Hazard							
5/25/2023		2110-12	Florida Blvd	House is listed with disclosure of Code Enforcement action							
5/29/2023				Dive the city to identify where glass has been dropped from Waste Pro							

Fire Investigation											
Date	Address	Street								Loss	Time Spent



Transportation and Infrastructure Planning Committee

City Hall, Council Chambers
116 First Street, Neptune Beach, Florida 32266
Friday, May 19, 2023, 10:00 AM

Meeting Summary

In Attendance: Mayor Elaine Brown, Vice Mayor Kerry Chin

Staff: Interim City Manager Richard Pike, Public Works Director Deryle Calhoun, Interim Police Chief Michael Key, Chief Financial Officer Jaime Hernandez, Deputy Public Works Director Colin Moore, Project Manager Jason Lupson, City Clerk Catherine Ponson

Mayor Brown called the meeting to order at 10:00 a.m.

Stormwater- Introductions. Public Works Director Deryle Calhoun stated that this meeting would focus on stormwater. He introduced the consultant, Brian Icerman, with Jones Edmunds.

Stormwater Strategic Planning Presentation. Brian Icerman, with Jones Edmunds, presented the Stormwater Strategic Planning for the City of Neptune Beach. He explained that the main deliverable for this project is the prioritized project for the City and where we go from here. He added that the priority list has not changed. What has been done differently is pulling out projects that would be the easiest, based on dynamics of where the City is now and shifting of funding availability. Mr. Icerman indicated on the project list that the projects outlined in red are projects that can be coordinated with FDOT. The yellow-highlighted projects are those that if done first, they would make the red-outlined projects worse.

Mr. Icerman reviewed the immediate next steps, which include working with FDOT on the joint projects, multi-community benefit projects, system restoration – cured in-place-piping lining, and stormwater modeling. He strongly recommends the stormwater modeling because you can quantify the benefits to the residents and funding agencies.

Mr. Icerman pointed out that Neptune Beach is downstream of Atlantic Beach. Neptune Beach is carrying one-third of the stormwater from Atlantic Beach and 20-30% of the stormwater from Jacksonville Beach. Neptune Beach is the receiving entity and Neptune Beach's assets have to deal that. There are five entities that should work to come up with a correct solution from an engineering perspective. They are the three beach cities, FDOT and COJ.

FDOT SR A1A/Third St Complete Streets Concept. Deputy Public Works Director Colin Moore, stated that FDOT is asking for comments for the complete streets portion of the A1A/Third Street project. He also reviewed renderings from the Community Vision Plan for the area. Mr. Moore would have more information during the next Council workshop.

Infrastructure Funding Presentation. Jim Gilmore, with The Southern Group, stated that he has been involved with economic development with COJ for over 30 years. He currently serves as the main consultant for the Jacksonville Redevelopment Agency. He commented that the county government has a responsibility to support the infrastructure development that is needed at the Beaches. This can be done without interference with the Interlocal Agreement. The impact of Neptune Beach's needs impact the rest of the Beaches. Both COJ mayoral candidates pledged infrastructure support for the Beaches. He made the mayoral-elect aware of this meeting today.

Mr. Gilmore suggested to take all of the work that has been done and synthesize it. The work needs to be broken down into simple tasks of what we need, why we need it, what the sources are and start talking to the new administration. He added he is here to talk about advising the City, and being a consultant to manage that process with the county government. There have been commitments from the mayor-elect to assist in infrastructure development. The budget has to be put together by July 1, 2023. He stated that timing is everything.

Mr. Gilmore also mentioned the Penman Road project. He stated it had been pushed out. It could be pushed up for an earlier timeframe for development, design, and implementation. Some of the Penman Road project impacts some of the work we are doing at some of the intersections.

Mr. Gilmore discussed the Jacksonville Capital Works (JCW) project. This is a gathering of all the key officials in infrastructure development in the County, with the exception of the Beaches. He suggested maybe changing this. He would also assist in this process. He reiterated that we would take some of the work that has been done and lay it out in terms of what the City can do, what grants can do and what the City want from the county government with a timeline based on the projects.

Mr. Gilmore expressed that this is outside the Interlocal Agreement. He also stated that COJ is in excellent financial condition.

Chief Financial Officer Jaime Hernandez explained there were funds in Professional Services available for this purpose.

Vice Mayor Chin commented that the City's needs require exhausting all avenues. He added that this should go before Council and move forward on it.

Mayor Brown summarized that at the next full City Council meeting, Council will decide what we would need for a presentation to COJ. We need to move as quickly as possible and approach COJ to put us into their budget so we can move forward with the needs that we have.

The Committee Meeting adjourned at 11:32 a.m.



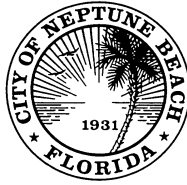
Workshop Agenda Item #6A
Dogs on the Beach

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

AGENDA ITEM:	Workshop Meeting Item #6A – Proposed Ordinance -Dogs on the Beach
SUBMITTED BY:	Councilor Nia Livingston
DATE:	June 13, 2023
BACKGROUND:	Neptune Beach restricts time periods during which dogs are permissible on the Atlantic Ocean Beach. Atlantic Beach does not currently restrict the time periods for dogs on the beach. To remedy the confusion along the beaches and also establish provisions for water, shade and to prohibit electric and remote collars, the attached proposed ordinance is being presented.
BUDGET:	N/A
RECOMMENDATION :	Consider and discuss the proposed ordinance allowing dogs at all times on the beach and move forward for First Read
ATTACHMENT:	Proposed Ordinance allowing Dogs on the Beach at all times

INTRODUCED BY:

COUNCILOR LIVINGSTON



ORDINANCE NO. 2023-__

A BILL TO BE ENTITLED

AN ORDINANCE AMENDING SECTION 6-31 REGARDING DOGS ON THE BEACH TO ESTABLISHING CONSISTENCY WITH ATLANTIC BEACH; CLARIFYING LEASH REQUIREMENTS; REQUIRING CERTAIN PROTECTIONS FOR DOGS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 6-31 of the Code of Ordinances of the City of Neptune Beach, the City regulates the presence of dogs on the Atlantic Ocean Beach adjacent to the City; and

WHEREAS, the City restricts time periods during which dogs are permissible on the Atlantic Ocean Beach; and

WHEREAS, the City of Atlantic Beach does not currently restrict the time periods during which dogs are permissible on the Atlantic Ocean Beach; and

WHEREAS, the City's Animal Control/Service Officer has observed confusion on the part of persons walking dogs across the city limits between the City and the City of Atlantic Beach who are unaware of the differences between the respective Codes of Ordinances; and

WHEREAS, elimination of time restrictions on the presence of dogs on the Atlantic Ocean Beach will eliminate such confusion, assist the Animal Control/Service Officer in the performance of their duties, and provide for a more predictable regulatory scheme regarding the matter; and

WHEREAS, the City's Animal Control/Service Officer has also observed that dogs brought to the Atlantic Ocean Beach are frequently not provided with a means of potable water or shade, potentially causing harm to the animals; and

WHEREAS, the City desires to establish provisions to protect the health, safety and welfare of such animals by instituting certain requirements for dogs to be brought to the beach for a significant period of time; and

WHEREAS, the City's Animal Control/Service Officer has also observed the use of electric collars and remote collars on dogs brought to the Atlantic Ocean Beach; and

WHEREAS, such devices provide insufficient control of dogs to protect members of the public enjoying the Atlantic Ocean Beach; and

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

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

Section 1. Amending Section 6-31 of the City of Neptune Beach Code of Ordinances. Section 6-31 of the City of Neptune Beach Code of Ordinances is hereby amended to read as follows:

(a) Dogs are permissible on the Atlantic Ocean Beach adjacent to the city year-round. ~~during the following time periods:~~

~~(1) At any hour from October 1st through March 31st; and~~

~~(2) During the hours of 5:00 p.m. through 9:00 a.m., from April 1st through September 30th.~~

(b) In addition to the above provisions, all owners, custodians and/or persons responsible for and in control of any dog(s) on the beach must comply with following:

(1) Each such dog must be fastened to a suitable leash of dependable strength not to exceed twelve (12) feet in length and the leash must be held or controlled by that person at all times. Electric collars, remote collars, or other non-physically connected collars or leashes do not comply with this requirement. The person must control a leash physically connected to the dog.

(2) Any person having a dog on the beach ~~during the above enumerated hours~~ must carry with and on such person suitable materials and utensils with which to remove from the beach any fecal matter deposited by such dog and must remove any fecal matter immediately upon its deposit by the dog under the person's supervision and control.

(3) Each such dog must have affixed to its collar a current rabies inoculation tag evidencing the dog has been properly inoculated against rabies within the past year. ~~The civil penalties for violation of this chapter shall be those set forth in section 6-5.~~

(4) If dog and the person responsible for such dog's presence on the beach are in the Atlantic Ocean together, the dog shall be allowed to swim unleashed and then immediately put back on the leash before returning to

the beach. This does not include walking the dog in the water. Tide pools are not considered part of the Atlantic Ocean and dogs in tide pools must on-leash.

(5) Any person spending more than 30 minutes on the beach must provide a source of potable water and shade to the dog.

(c) The civil penalties for violation of this chapter shall be those set forth in section 6-5.

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

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

VOTE RESULTS OF FIRST READING:

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

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 Josh Messinger
Councilor Lauren Key

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



Workshop Agenda Item #8A
FDOT A1A/Third Street
Complete Streets Concept

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Workshop Meeting Item #8A – FDOT SR A1A/Third Street Complete Streets Concept
SUBMITTED BY:	Deputy Public Works Director Colin Moore
DATE:	June 13, 2023
BACKGROUND:	Attached is the preliminary Complete Streets concept from FDOT for Third St from Atlantic Blvd to Seagate Ave. This project would coincide with a yet to be determined SR A1A resurfacing project (most likely FY 27 at the earliest). We are also coordinating stormwater improvements as part of this project. FDOT has requested feedback on this plan and noted that median closures can be added to the extent that they are justified for safety or operational needs or if they are requested by the users. FDOT also said we could request addition Pedestrian Hybrid Beacons (Lemon St was mentioned as one potential location). This was discussed at the May 19, 2023, TIP Committee Meeting. Also attached are renderings from the Community Vision Plan.
BUDGET:	N/A
RECOMMENDATION	Discuss the Preliminary Complete Streets concept from FDOT for Third Street from Atlantic Blvd to Seagate Ave
ATTACHMENT:	Third Street Complete Streets Preliminary Concept Vision Plan Renderings

SR A1A (SEAGATE AVE. TO ATLANTIC BLVD.)

SR A1A (3RD STREET N.)

LEGEND
 MILLING AND RESURFACING
 WIDENING
 CONCRETE SIDEWALK
 CONCRETE DRIVEWAY
 SOD

11

SR A1A (SEAGATE AVE. TO ATLANTIC BLVD.)



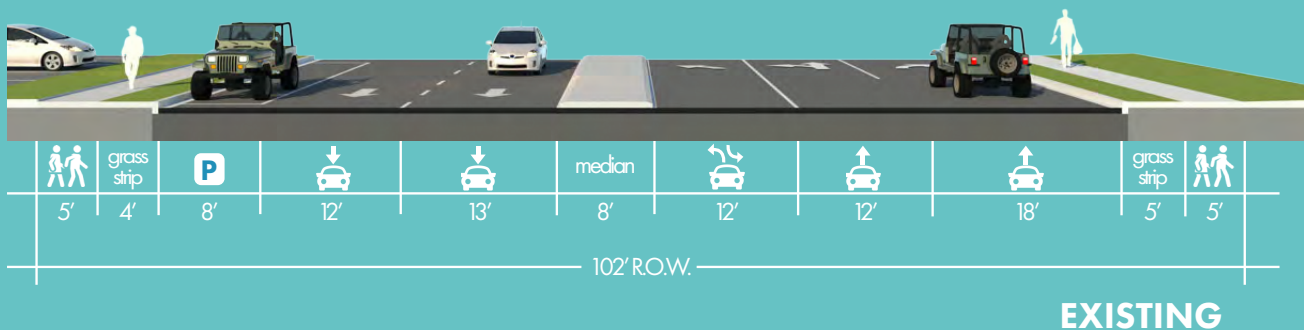
LEGEND
WIDENING AND RESURFACING
CONCRETE SIDEWALK
CONCRETE DRIVEWAY
SOD BY OTHERS

0 10 20 30 Feet

3RD STREET/ A1A (LOOKING SOUTHBOUND)

Many public comments described the danger of crossing 3rd Street/A1A from west to east to reach the beach. The FDOT highway has speeds of 35 miles per hour, but drivers drive much faster making it hard to see and stop for pedestrians. Currently, some areas have on-street parking and a median that serves as a left turn lane for the intersecting streets. Very shallow sidewalks and no street trees make this a very uncomfortable and dangerous road for pedestrians and other users like

commuter cyclists, recreational bicyclists, bus riders, scooter riders, and skateboarders. Improvements to this arterial road that dissects Neptune Beach north to south are desperately needed. The two proposals narrow driving lanes and give the pedestrians and other users more space to walk and bike safely and comfortably. All street improvements will be within the approximate 100' right-of-way and outside of the power lines on the west side.



Proposed – Atlantic to Cherry: The improvements for this section of 3rd Street/A1A will have a 13' shared use path on both sides of the street with 8' planting areas for shade trees and landscaping. Lanes are narrowed to 10' or 11' for buses and parking was removed to increase the median size for more shade trees and landscaping. The median will transition to a left turn lane.

Proposed – Cherry to Seagate: The portion south of Cherry to the Neptune Beach boundary will have a shared use path on the western side to have easier access to the Beaches Public Library and the East Coast Greenway. Parking is proposed on the eastern side for beach goers and the sidewalk is widened to 8'. Lanes and the median stay consistent with the northern proposed section.

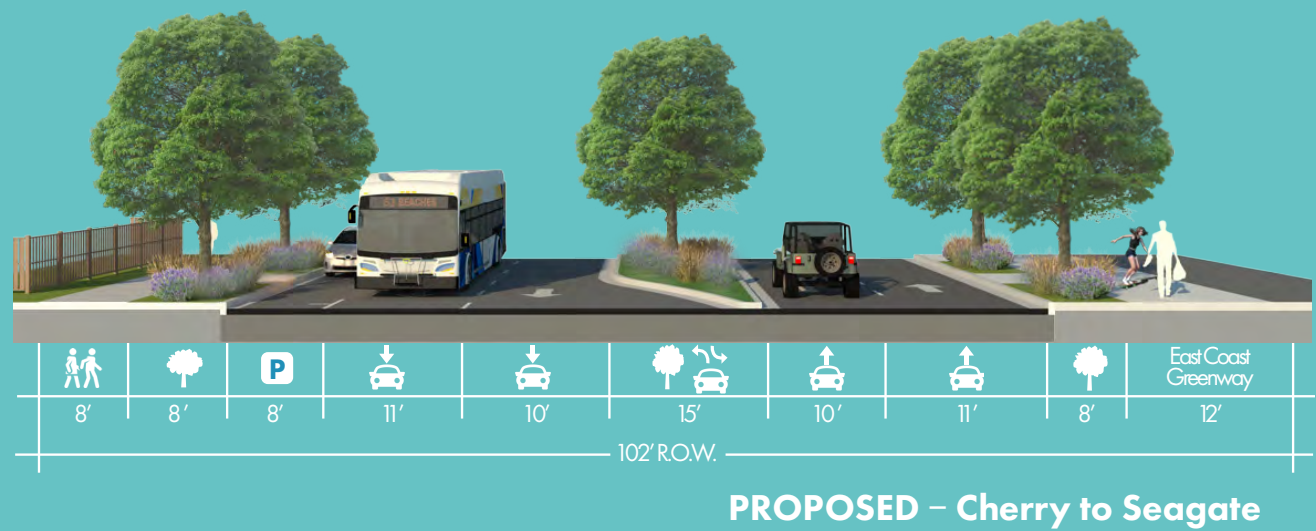


Figure 4.14: 3rd Street/A1A Proposed Street Sections



BICYCLE & PEDESTRIAN IMPROVEMENTS

This map provides a blueprint of existing, planned, and proposed network and intersection/crossing improvements. Once completed, this network of nature trails, multi-use paths, separated mobility lanes, and shared streets would make it easy for people of all ages and abilities to get around the city and connect to key destinations including the beach, proposed kayak launches, Jarboe Park, the Beaches Town Center, the library, Neptune Elementary, and Fletcher High and Middle Schools.

MAP LEGEND

- Proposed Major Intersection Improvement
- Proposed High Visibility or Signalized Pedestrian/Bicycle Crossing
- Planned High Visibility or Signalized Pedestrian/Bicycle Crossing

Class of Facility

- Conventional Bicycle Lane
- Separated Multi-Use Path or Dedicated Mobility Track
- Shared Street/Woonerf
- Shared Lane Markings
- Slow Street
- Nature Trail
- Blueway/Kayak Network

Existing vs. Proposed

- Existing Facility
- Planned Facility
- Proposed Facility

- City Boundary