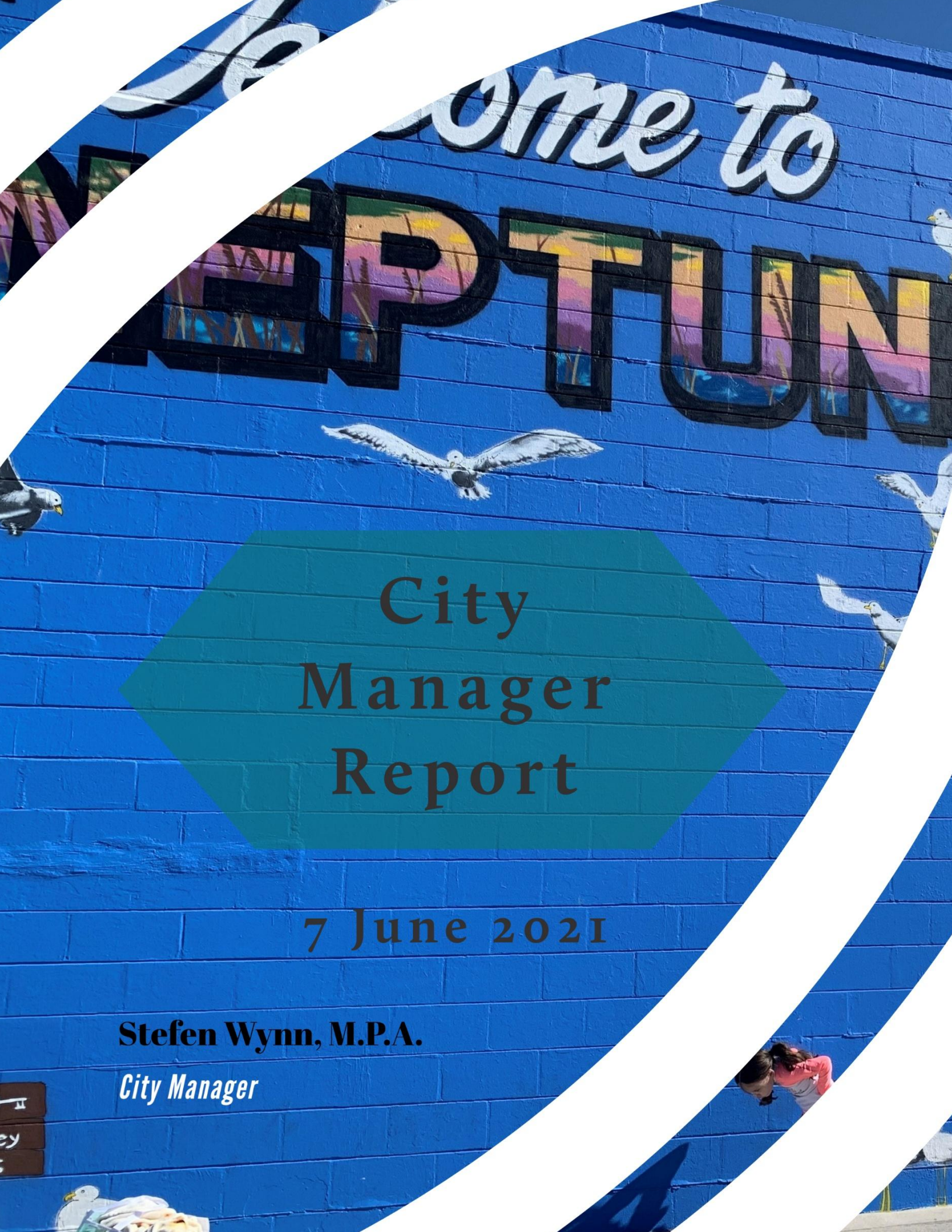


City Manager Report

7 June 2021

Stefen Wynn, M.P.A.

City Manager

Capital Improvement Projects
FY-2021 JARBOE PARK

01

Construction Timeline:
Revised Construction Timeline and Schedule

REVISED Construction Timeline:

5/17/2021	Court Major Construction Substantial Completion
5/17/2021	Court Fencing Delivered
5/24/2021	Shade Sails Installed, Coontie Palms Transplanted to Screen New Drainage Outlets and Collections, Bicycle Counter Installed on East Coast Greenway
6/1/2021	Fencing Installation Began, Fill Dirt needed for Concrete Paths Delivered
6/2/2021	Concrete poured for Volleyball Court Light Pole Bases
6/7/2021	Curb Installation Scheduled to Begin
6/8/2021	Additional Dirt for Concrete Paths Arrives
6/9/2021	Playground Installation Completion (Swings and Final Pieces)
6/7/2021	Planning Begins on Next Concrete Section and Coordinate HVAC Relocation
7/12/2021	**Court Punchlist Complete and Final Completion**
7/21/2021	**Painting to Begin on Water Treatment Plant Wall - Neutral color palette chosen to allow for mural at a later date**

Park Construction Coordination Meetings

Agendas from these meetings can be found as:

Attachment A

Bike/Ped Counter Report

Data Collected from Pedestrians and Bicyclists using the East Coast Greenway & Entering the Park can be found as:

Attachment B

Capital Improvement Projects

FY-2021 JARBOE PARK

02

An Additional Spreadsheet Tracking PW Cost can be found as:

Attachment C

Contract Price:

Tracking Costs

CITY OF Neptune Beach

Jarboe Park Phase 1 Improvements - Project Cost Tracking - Page 1 of 2

	Asset	Original Contract Price *	Contract Price with C.O.	Current Billing Date	Current Billing Amount	Approved Balance Remaining	Total Cost **	Funding Source
1	Trail, Bridge & Bridge Relocation; Site Work (Pond, Courts & Playground site work) - **ACON Contract with Change Order #1 (Approved** 2/16/2021 during Special Council Meeting)	~~$ 279,379.98~~	$ 321,192.48	5/24/2021	$ (321,192.48)	$ -	$ 321,192.48	Better Jax/Recreational Trails Program Grant
2	ADA Parking - **Internal** Work Performed by City Employees	$ 12,000.00	N/A	3/22/2021	$ -	$ 12,000.00	$ 12,000.00	Better Jax
3	Playgrounds - **Kompan contract with Change Order #1 (Approved** 2/16/2021 during Special Council Meeting)	~~$ 232,801.05~~	$ 288,651.83	3/22/2021	$ -	$288,651.83	$ 288,651.83	Better Jax/Eckstein Foundation Grant/Donations
4	Courts, Lighting & Fencing - **Court Surfaces Contract (Approved** 3/15/2021 during Special Council Meeting)	$ 498,775.00	N/A	5/21/2021	$ (27,247.50)	$471,527.50	$ 498,775.00	Better Jax
5	Multi-Use Field & Landscaping - **Belcorp Purchase Authorization Approved by CM within Approval Authority (**Sod and Hydroseed, Additional Landscaping may come from another line item)	$ 7,500.00	N/A	4/23/2021	$ (4,113.36)	$ 3,386.64	$ 7,500.00	Better Jax
6	Surveying Services - **Ghiotto Surveying Contract (Approved** 2/16/2021 during Special Council Meeting), Surveying	$ 16,045.00	N/A	2/25/2021	$ (15,092.00)	$ 953.00	$ 16,045.00	Better Jax
7	Fill Dirt - **JB Coxwell, Purchase Authorization within the FY-21 Budget Amount for Jarboe Park CIP**	$ 77,000.00	N/A	6/3/2021	$ (70,175.00)	$ 6,825.00	$ 77,000.00	Better Jax
*** 8	Concrete (Sidewalks, Curbs & Parking) - **Internal** Work completed by City Employees, Material Cost Only.	$ 65,000.00	N/A	5/21/2021	$ (13,408.78)	$ 51,591.22	$ 65,000.00	Public Works, Water & Sewer Svcs., Stormwater Utilities - Line item transfers (reductions in one fund to increase Jarboe Park CIP Fund) Update: 4/21/2021
9	Furnishings - Considered part of Phase 1 by Design Engineer, but will not be completed during FY-21 and will need to be budgeted in FY-22	$ -	N/A		$ -	$ -	$ -	TBD
10	Pavilion - Removed from the scope of work for Ball Courts, and will not be completed in FY-21, and will need to be budgeted in FY-22	$ -	N/A		$ -	$ -	$ -	TBD
11	Stormwater Improvements - **Materials from Oldcastle & Allen's Culverts, Work completed by PW staff.** Unanticipated work, corrected and designed by City Staff, includes: storm inlets, piping, and outfalls; **Labor from Gruhn - May** ($16,268.80)	$ 28,326.80	N/A	6/3/2021	$ (28,282.45)	$ 44.35	$ 28,326.80	Stormwater Utility Fund
12	City Demolition - **Internal** Work performed by PW Staff (Dumpsters, misc. concerte, etc. incl. $2,500 Limbaugh Invoice)	$ 20,554.61	N/A	5/21/2021	$ (20,554.61)	$ -	$ 20,554.61	Better Jax (4/21/2021 Update)
13	Phase 2 (Formerly Phase 1B & pieces of 1C) - Parking Lot on West side of 5th Street, Moving Old City, Multi-purpose Field, Furnishings & Landscaping, inlcuding trees (dependent upon COJ funding) and irrigation.	TBD	N/A	TBD	N/A	N/A	TBD	TBD
14	Phase 3 (Formerly Phase 2) - Eastside Path, with significant dirt work as called out by the Design Engineer, includes new bridges, and Parking Lot on East side of Park (on otherside of the ditch)	TBD	N/A	TBD	N/A	N/A	TBD	TBD

****Total Price of Contracts/P.A.'s without C.O.'s: $ 1,237,382.44**

****Total Price of Contracts/P.A.'s with Approved C.O.'s: $ 1,335,045.72**

Total Billed to Date: $ (500,066.18)

N/A: *Not Applicable*

TBD: *To Be Determined*

FY-20 + FY-21 $1,243,088 + Change Orders $97,663.28: $1,340,751.28

******Total Remaining Budget Balance: $ 834,979.54**

CITY OF Neptune Beach

Jarboe Park Phase 1 Improvements - Project Cost Tracking - Page 2 of 2

FY-20 + FY-21 Approved Budgets:	$ 1,243,088.00
ACON Change Order #1 Amount:	**$ 41,812.50**
Kompan Change Order #1 Amount:	**$ 55,850.78**
Total Amount of Approved Change Orders:	**$ 97,663.28**
Total Council Approved Amounts w/Change Orders:	$ 1,340,751.28

*** Unless otherwise noted, work is performed by a contract or Purchase Authorization** *(There are instances where material cost alone is estimated, and labor not considered, since City Employees would perform the work)*

**** Assumes that the entire contract or Purchase Authorization is used**

***** This Amount is anticipated to above the FY-20 & FY-21 Budgeted Amounts and will require transfers to the Jarboe Park CIP from Public Works Funds**

****** The Total without including Change Orders into the Calculation of Budget Remaining is: $899,818.38**

Parsons Estimates (received 10/30/20)			
Phase 1	$ 2,223,946.00		$ 2,223,946.00
Phase 2		$ 586,018.83	$ 586,018.83
Parsons Phase 1 and 2 Total Estimate:			**$ 2,809,964.83**

04

Senior Center:
Finish Work Being Completed, Electrical Work and HVAC, and Status of RFQ

Senior Center:

Finish Work Being Completed:

The Interior of the Senior Activity Center is nearly complete. Utilities are connected, punch lists have been updated and the Bard HVAC units from the side of the building have been removed. The new HVAC System has been installed and electric should be energized soon. The City of Jacksonville Beach gave an electrical transformer as an in-kind donation (worth: $3,227.55) and a penultimate walkthrough was completed on 5/21/2021 with Vanguard and City Staff.

See Attachment C for NBSAC Finish Work Cost Tracking Spreadsheet

RFQ for Design Services:

CONB RFQ NO. 2021-02 was direct-solicited to numerous firms on 5/10/2021 and was published in the Beaches Leader on 5/13/2021. No questions were submitted to the City by the deadline of 5/28/2021 and multiple firms plan to submit their qualifications for the project. Qualifications are due 6/4/2021 by 4PM and a recommendation will be made to Council on 6/7/2021 for its consideration.

Estimated Design Fee: $32,250

See Attachment D for CONB RFQ NO. 2021-02

City Manager Coordinated Projects

CM Meetings, Coordination Meetings

Meetings:

Various meetings with residents, visitors, vendors, and other interested parties that are a normal part of City Management. Some of these meetings involve supplements to the City's Revenue Streams, and some involve requests for inclusion in upcoming City Budgets. All of these meetings are equally important and only include the City Manager when the process requires it.

01

Meetings:
Schedule

Past Meetings:

5/4/2021 – Meeting with Leslie to discuss next steps with Community Foundation

5/6/2021 – WastePro Meeting to discuss the denial of the schedule changes & ongoing issues withservice

5/10/2021 – Tyler Technologies Implementation Strategy Meeting

5/11/2021 – Jim Knight (FDOT) Meeting to discuss projects & Council Roundtable Discussion onbudget Priorities

5/26-6/1/2021 – Indianapolis 500 (Out of Office)

6/2/2021 – FCCMA Conference: Bias Behind the Scenes: What the Groveland Four Can Teach You About Ethical Decision-Making

6/3/2021 – FCCMA Conference: A Smooth Sea Never Made a Skillful Sailor (ICMA Practice Areas 1, 5, 6)

FCCMA Conference: How the New Normal Affects the Configuration of our Central Business Districts (ICMA Practice Areas 5, 6, 8, 10)

FCCMA Conference: Negotiation and Persuasion Skills (ICMA Practice Areas 4, 5, 6, 8, 14)

FCCMA Conference: How Public/Private Partnerships Can Turbo-Charge Economic Development (ICMA Practice Areas 4, 6, 8, 9, 10)

6/4/2021 – FCCMA Conference: Leadership for the Future (ICMA Practice Areas 1, 5, 6)

FCCMA Conference: Increasing Confidence and Pride in Local Government (ICMA Practice Areas 1, 5, 8)

Upcoming Meetings:

6/11, 7/16, 8/12 - FLC Legislative Policy Committee Meetings (I've joined the Board)

6/9/2021 Beaches Division of Jax Chamber Board Meeting

6/9/2021 Beaches Watch Meeting, RE: Legislative Session Update

6/10/2021 Beach Life Rentals Discussion

6/14/2021 Final Operational Meeting (Joint CONB, COAB, COJB)

6/15/2021 Suez Meeting RE: Water Tower Maintenance

6/28/2021 Enterprise Fleet Management Discussion with Todd Likens

02

Coordination Meetings with TLM Realty:
Coordination & Progress Monitoring for Development Agreement

Coordination Meetings with TLM Realty:

Coordination Meetings are scheduled to take place on:

~~3/1/2021; 4/5/2021; 5/3/2021~~; 6/7/2021; 8/16/2021; 10/18/2021; 12/6/2021; 2/7/2022

All of these dates have a (10) day window for the City to object to anything discussed during these meetings. This means that staff will be extraordinarily pressed ensuring that the City's best interests are upheld, while also ensuring that the other major projects happening in the City also receive attention.

See Attachment E for the 5/3/2021 Coordination Meeting #3 Agenda

As of 6/3/2021 an agenda for the 6/7/2021 meeting hasn't been submitted to the City.

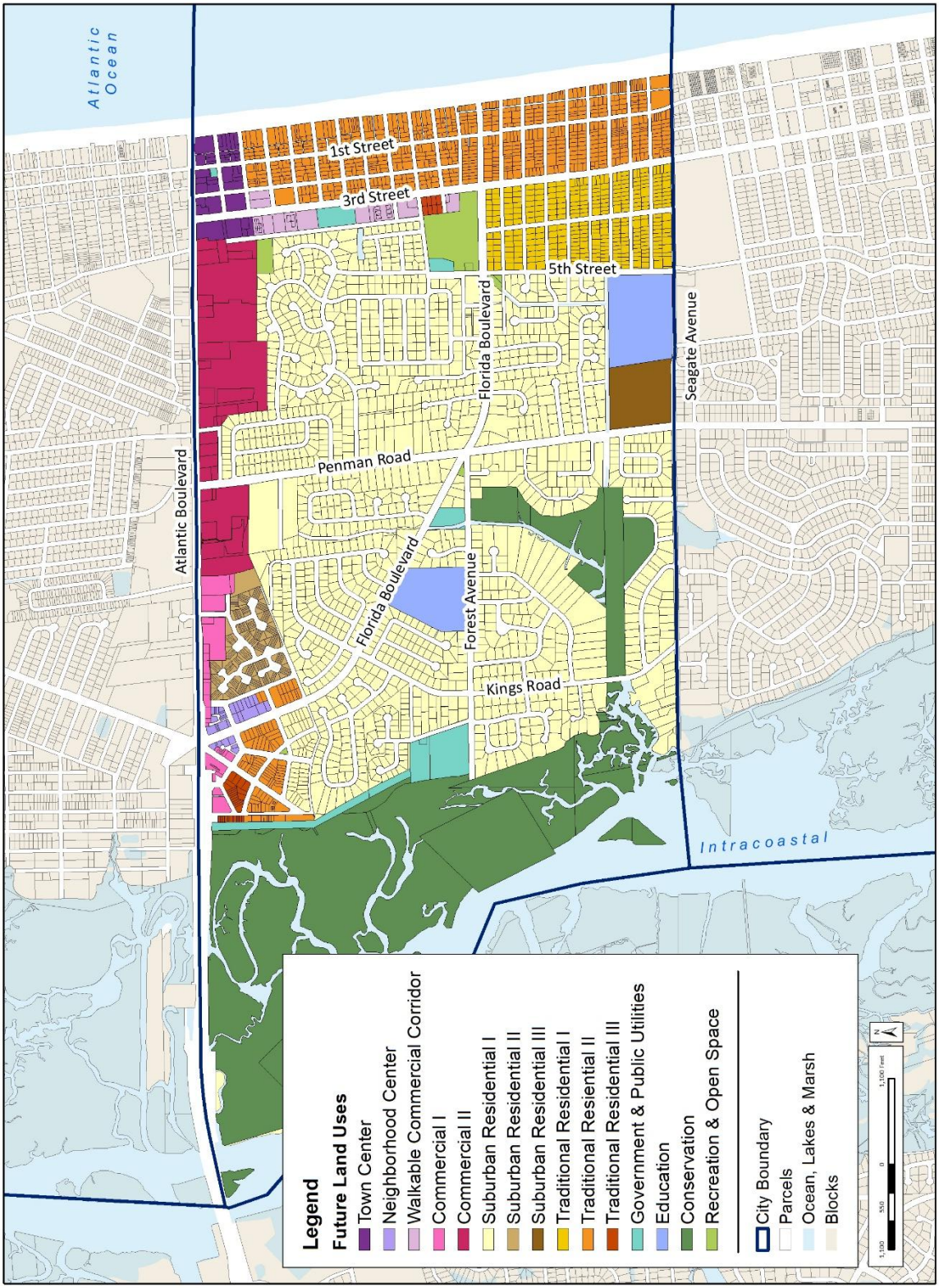
Community Development Department:

REVISED FLUM After Significant Community Feedback

01

Revised FLUM:
Resident Engagement has Assisted Significantly

A-2: 2021-2046 Future Land Use Map (FLUM)



Public Works Department:

Distributions & Collections; Wastewater; Streets & Parks; Water; Stormwater; and Upcoming Projects

01

Departmental Reports:
Distributions & Collections; Wastewater; Streets & Parks; Water; Stormwater; and Upcoming Projects

Departmental Reports:

Submitted by: Jim French, PE Director of Public Works

Public Works Departmental Report is attached as: **Attachment F**.

Community Development Department:

Building, Zoning & Code Enforcement Reports

01

Departmental Reports:
Building, Zoning & Fire Marshal Reports

Departmental Reports:

Submitted by: Piper Turner, and John Ruley

Community Development Department Report is attached as: **Attachment G**.

Budget Roundtable Graphics

Graphical Representation of Post-Its from Meeting

01

Mission Statement

Mission Statement

Budget Roundtable 5/25/2021

Key Words Describing NB:

*VIBRANT *ACTIVE *Marsh *Safe *Accessible (Access) *Natural Resources *Family-Friendly *Unique-Character *Resilient *Quality of Life *Quality Services *WALKABLE, BIKE-FRIENDLY COMMUNITY

Sample Mission Statements:

A

The City of Neptune Beach is committed to providing its Residents with services efficiently and as effectively as possible; while maintaining a high standard quality of life that protects and celebrates the unique residential character of the City between the Beach and the Marsh.

B

The City of Neptune Beach is committed to: protecting and celebrating our Beaches and Marshes while providing services efficiently and effectively to its Residents; and maintaining the unique residential, walkable and bicycle-friendly character that the City has historically enjoyed.

Budget Roundtable Graphics

Graphical Representation of Post-Its from Meeting

02

FY-21 SWOT

FY-22 S.W.O.T

STRENGTHS

STAFF IN THE RIGHT PLACES

INTER-LOCAL AGREEMENT

PROPERTY VALUES

PARKING PROGRAM

BEACHES TOWN CENTER

NON-PROFIT PARTNERS

NEW TECHNOLOGY (TYLER TECH.)

RESIDENTS

LOCAL ARTISTS

PUBLIC SCHOOL SYSTEM

Council Lobbyists

WEAKNESSES

NOT FULLY-STAFFED

TURNOVER IN STAFF

INTER-LOCAL AGREEMENT

FINANCIAL CONSTRAINT (FROM ILA)

OUTSOURCED BUILDING OFFICIAL

INCREASED STORM ACTIVITY & RESILIENCY

INCREASED TOURISM DUE TO THRIVING TOWN CENTER - VICTIM OF OWN SUCCESS

LACKING FLEET MANAGEMENT

OPPORTUNITY

NEW SOFTWARE

IMPROVING ROUTES TO SCHOOL; IMPACT FEES; MOBILITY FEES

REPRESENTATION ON TPO BOARDS

COLLABORATING W/ COJ

ESTABLISHING CRA

RELATIONSHIPS W/ STATE AGENCIES: FDOT, LEGISLATORS

DEVELOPING RELATIONSHIPS W/ NON-PROFITS

FLEET MANAGEMENT

DUVAL COUNTY TREE MITIGATION FUND

LOGT INCREASE; EARMARKS W/ LEG.; FEDERAL $'S FROM COJ; PARKING PROGRAM REVENUES; GRANTS: DEO & DEP!

THREATS

STATE LEGISLATION (ERODING HOME-RULE)

REGULATION CHANGES

AGING INFRASTRUCTURE

INCREASED STORM ACTIVITY

FINANCIAL CONSTRAINTS

CONSENT ORDER WITH FDEP

CRITICAL: WASTEWATER TREATMENT FACILITY IMPROVEMENTS

Budget Roundtable Graphics

Graphical Representation of Post-Its from Meeting

03

CRA SWOT

STRENGTH

Additional Resources for Public Health, Safety & Welfare

Pay Debt Down (as long as w/in CRA & not in CIP)

WEAKNESS

Additional Layer of Approval (COJ)

Political Approvals outside of County

CRA Projects can't be in CIP List for 3 Years

CRA SWOT

OPPORTUNITY

Increased Revenues & Increased Commercial Values

50% of projects from Vision Plan fall within Proposed Boundary

Influential Residents can help with COJ Approval

THREATS

Annual Filing of Anti-CRA (TIF) Legislation

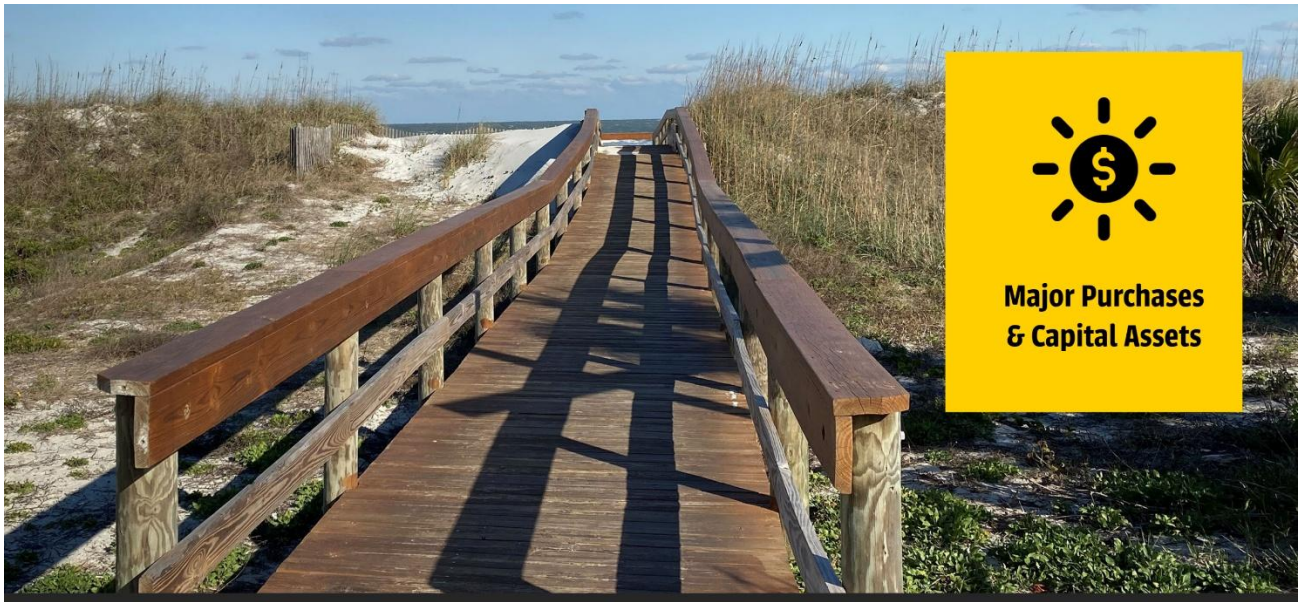
Timing

Budget Roundtable Graphics

Graphical Representation of Post-Its from Meeting

04

Capital Assets & Major Purchases



NON-UTILITY

Roof Repair at City Hall
Façade Repair (Stucco) at City Hall
Backup Generator at City Hall

SURPLUS PARKING PROGRAM FUNDS?

WATER UTILITY

Water Mains at Indian Woods
Design Plans in Place to Assist with Lobbying State & County Agencies
Use the Political Might of Council to Assist with Lobbying

PRIORITIZE • COORDINATE • FUND • BUILD

WASTE WATER UTILITY

Waste Water Mains at Indian Woods
Design Plans in Place to Assist with Lobbying State & County Agencies
Use the Political Might of Council to Assist with Lobbying
**Include Storm Water Improvements

STORM WATER UTILITY

Storm Water Improvements at Indian Woods
Design Plans in Place to Assist with Lobbying State & County Agencies
Use the Political Might of Council to Assist with Lobbying
"One Trench" Approach to utility projects
Coordinate E. of 3rd Improvements with FDOT - Program SW Funds to FDOT
Resiliency Planning funded through earmarks with State Legislature?

Budget Roundtable Graphics

Graphical Representation of Post-Its from Meeting

05

Quicker, Lighter, Cheaper

Budget Roundtable Graphics

Graphical Representation of Post-Its from Meeting

06

Staffing Needs

STAFFING REQUESTS

INFORMATION NEEDED TO MAKE AN INFORMED DECISION:

COST ANALYSIS

What are the overtime costs for short-staffing, or turnover?

Do Collective Bargaining Agreements Allow It?

Has consideration been made for Salary & All Benefits?

WHY?

What role are you filling?
Are you requesting an increase in labor?
What's your justification for an increase?

PUBLIC SAFETY

F.T. Dispatcher Needed @ $15.34/hour w/ Full Benefits

Need Financial Assistance from COJ to increase Beach Patrol Staff

CITY HALL

Paid Internship Program (Social Media, Planning, Clerk)

Internal Building Inspector (Salary & Benefits)

FINANCE

Accounts Payable & Accounts Receivable Clerk

Inventory & Asset Control Clerk

PARKS & REC. (NEW)

Director

Staff:
Maintenance
Instructors

PUBLIC WORKS

Six New Positions Requested as part of Creating a Succession Plan

Electrician

Mechanic

Water Plant Operator Trainees

Outsourcing Janitorial Services

Jarboe Park Construction Update

Date: June 3, 2021 **Time**: 9:00am **Location:** Neptune House

Distribution	CONB: Colin Moore, Stefen Wynn, Jim French, Robert Hughes, Paul Williams, Jeffrey Paul
Review previous meeting notes	

Project schedule updates:
• Two forecasts
• Critical milestones
• Critical deliveries
	• Week of 5/17/2021:
	  ○ Asphalt paving completed on 5/17
	  ○ Court fencing delivered on 5/17
	• Week of 5/24/2021:
	  ○ Shade sails installed on 5/24
	  ○ Coontie palms transplanted to screen drainage outlets
	  ○ Bicycle counter installed on East Coast Greenway just west of the park bridge
	• Week of 5/31/2021:
	  ○ Fencing installation started on 6/1
	  ○ Fill dirt needed for concrete paths delivered on 6/1 (10 loads)
	  ○ Concrete for volleyball court light pole bases poured on 6/2
	• Week of 6/7/2021:
	  ○ Curb installation scheduled for 6/7
	  ○ Additional dirt (4 loads) for concrete paths scheduled for delivery on 6/8
	  ○ Playground installation scheduled for completion on 6/9
	  ○ Plan next section of concrete work
	  ○ Coordinate HVAC relocation

Requests for information	
Contingency Items	
Submittals	
Contractor coordination • ACON • KOMPAN • Court Surfaces • Irrigation (TBD) • Landscaping (TBD)	• City will continue concrete work in June, July • HVAC contractor relocating equipment June (*3 bids received*) • City constructing fence around HVAC electrical with new post caps • Electrical contractor will install conduit for outlet adjacent to planned pickleball storage structure

• Paving (TBD) • Path lighting (TBD) • HVAC	
Contractor Items	
City Items • Purchase Authorizations • Coordination needs	• Sweep older children's playground for metal objects area prior to opening • Plan next sections of concrete work • Additional railing for bridge • Spread additional grass seed where needed
Pay requests	Court Surfaces – May pay request approved 5/25
Change Orders	• Court Surfaces Change Order on the agenda for 6/7 City Council meeting – $57 decrease in contract price
Action Item Notes 5/6/2021	• Schedule HVAC relocation in June prior to additional concrete path work

City of Jacksonville - Transportation

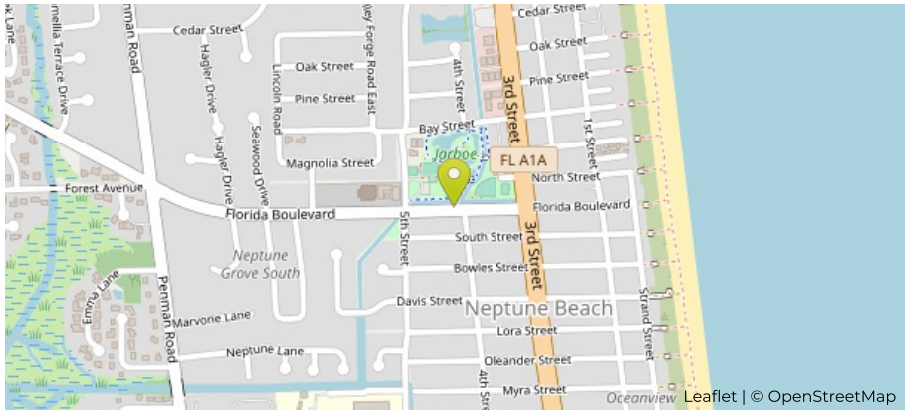
Colin Moore

06/03/2021

East Coast Greenway (Jarboe Park)

January 1, 2021 → June 2, 2021

Location



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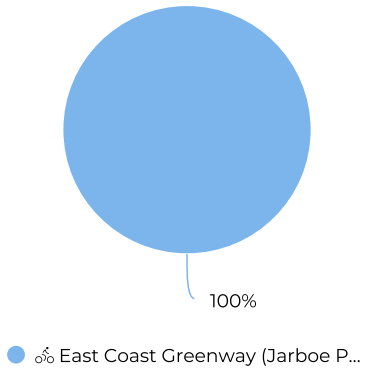
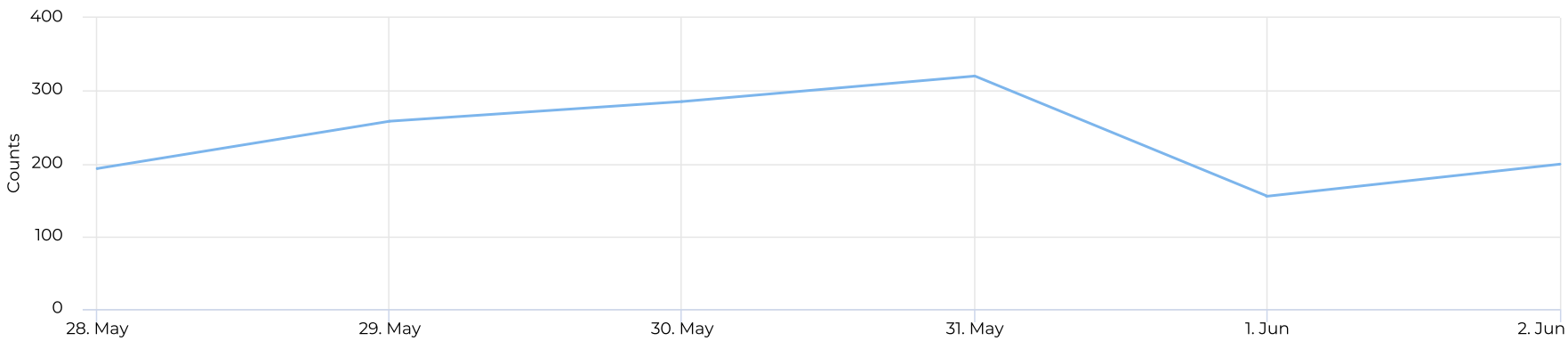


Time Series



East Coast Greenway (Jarboe Park)

January 1, 2021 → June 2, 2021

Key Figures Summary

Site	Total	Average	Peak Count	Peak Period
East Coast Greenway (Jarboe Park)	1,410	235	320	Mon May 31, 2021
East Coast Greenway (Jarboe Park) Cyclist IN				

City of Jacksonville - Transportation

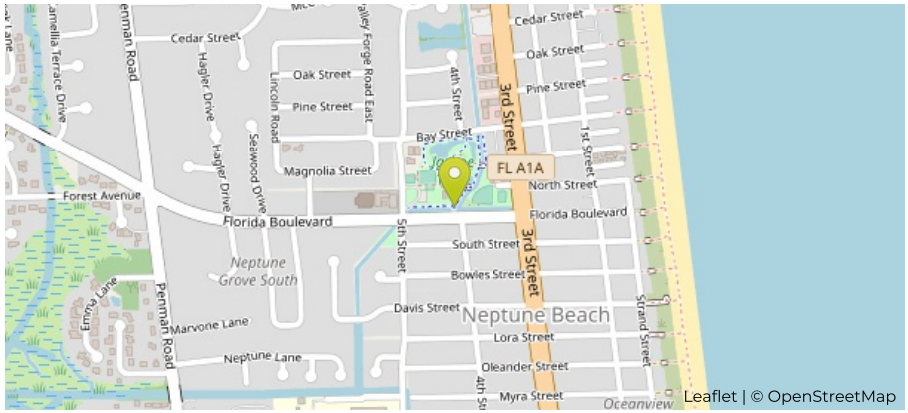
Colin Moore

06/03/2021

East Coast Greenway (Jarboe Park)

January 1, 2021 → June 2, 2021

Location



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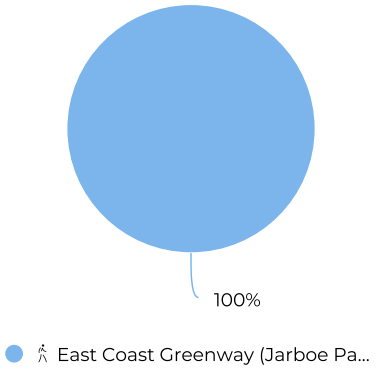
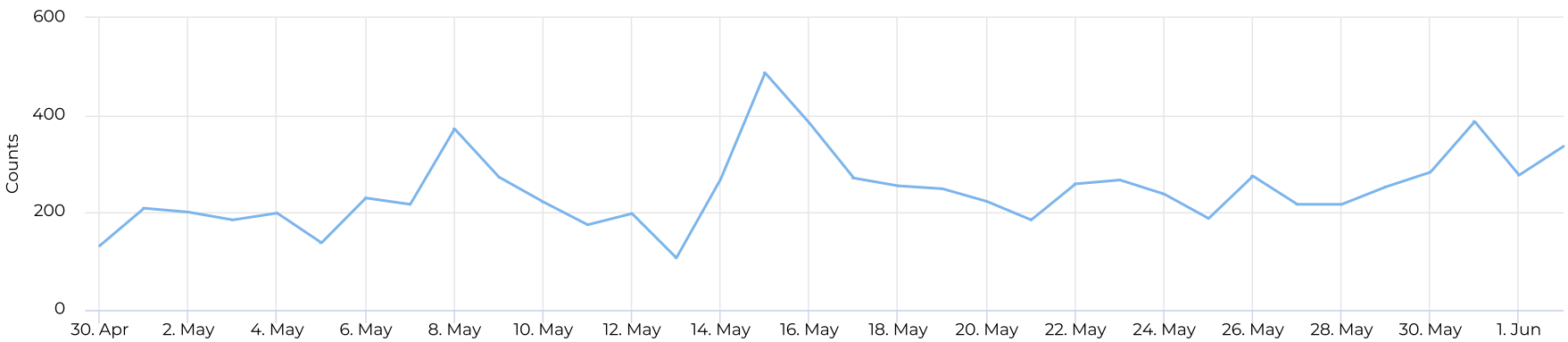


Time Series



East Coast Greenway (Jarboe Park)

January 1, 2021 → June 2, 2021

Key Figures Summary

Site	Total	Average	Peak Count	Peak Period
East Coast Greenway (Jarboe Park)	8,378	246	487	Sat May 15, 2021

Jarboe Park Demo Expenses

Date	Location	Description	Cost
10/26/2020	Home Depot	100ft Orange Saftey Fence, rebar caps	$404.67
10/27/2020	Berman Bros Inc	Carbon Steel Rebar	$183.30
10/27/2020	Ace	pliers 7", Cableties, gardner bender, no trespassing signs	$126.76
10/30/2020	Home Depot	Fence items	$68.05
10/30/2020	Home Depot	Galavanized fence post, eye anchor	$68.05
11/2/2020	Home Depot	Fence items	$307.61
11/4/2020	Ace	Fasteners	$10.36
11/9/2020	WastePro Invoice #0000469042	Disposal	$424.15
11/9/2020	Home Depot	Fence items	$88.50
11/9/2020	Home Depot	tie wire	$88.50
11/10/2020	Home Depot	Chain link fence	$4,311.30
11/12/2020	Home Depot	Fence Items	$146.08
11/16/2020	WastePro Invoice #0000469195	Disposal	$1,102.42
11/19/2020	Home Depot	Permit Box (2)	$79.94
11/20/2020	Home Depot	Bit Set, driver set, post mix	$94.38
11/24/2020	United -Invoice 56390	Concrete Disposal	$1,200.00
11/30/2020	United - Invoice 56525	Concrete Disposal	$900.00
12/4/2020	United- Invoice 56626	Concrete Disposal	$900.00
2/5/2021	United- Invoice 58161	Concrete Disposal	$750.00
2/8/2021	United- Invoice 58210	Concrete Disposal	$450.00
2/11/2021	Allen's Culvert- PA9640	Culvert piping for drainage	$4,430.00
2/11/2021	United- Invoice 58299	Concrete Disposal	$300.00
2/12/2021	United- Invoice 58335	Hauling Asphalt Millings	$127.50
2/22/2021	United- Invoice 58558	Hauling Asphalt Millings	$616.25
2/26/2021	United- Invoice 58687	Hauling Asphalt Millings	$510.00
2/3/2021	Home Depot	Fence items	$205.00
3/9/2021	Tucker Equipment	Georgia Buggy for Concrete	$92.91
3/9/2021	Limbaugh Electrical	Relocate main service for new bridge footer	$2,173.21
3/17/2021	Ace Hardware	Nails to form concrete pour	$19.99
3/10/2021	Argos	Concrete Pours	$5,911.41
3/23/2021	Home Depot	Sakrete Expansion Joint	$102.80
3/17/2021	Argos	Concrete Pours	$1,849.69
3/29/2021	Ace	Foamboard, Liquid Nails	$21.96
3/31/2021	Ace	Concrete Mix	$36.72
3/24/2021	Argos	Concrete Pours	$2,959.50
3/31/2021	Argos	Concrete Pours	$1,479.75
4/6/2021	Ace	plumbing parts for water to tennis and volleyball courts	$85.51

4/6/2021	Ferguson	plumbing parts for water to tennis and volleyball courts	$260.00
4/20/2021	Pine Castle	Boards for forming	$81.03
4/22/2021	United- Invoice 60264	Disposal	$150.00
4/26/2021	United- Invoice 60422	Disposal	$1,256.25
5/7/2021	Harrington- Invoice 037D1206	conduit supplies	$1,456.00
5/7/2021	Harrington- Invoice 037D1205	conduit supplies	$1,698.70
5/12/2021	Ace	conduit supplies	$12.12
5/12/2021	Argos	Concrete Pours	$853.02

Total $33,963.39

<-- Less Storm Water Culvert Pipe

Demolition	$20,554.61
Concrete	$13,408.78
Stormwater	$4,430.00
Total	$38,393.39

CITY OF NEPTUNE BEACH

SENIOR ACTIVITY CENTER EXTERIOR AND LANDSCAPING DESIGN

CONB RFQ NO. 2021-02 SENIOR ACTIVITY CENTER

RESPONSES DUE

June 4, 2021

AT 4:00PM

NOTICE OF REQUEST FOR QUALIFICATIONS

CITY OF NEPTUNE BEACH

Duval County, Florida

Senior Activity Center Exterior and Landscaping Design

NOTICE IS HEREBY GIVEN that the City of Neptune Beach, Florida (City), seeks Professional Services for Surveying, Exterior Design and Landscaping Design for a new Senior Activity Center located at: 2004 Forest Ave. Neptune Beach, Fl. 32266. The City is seeking professional services related to design and assistance with obtaining any necessary permitting for the construction of: a front porch, ADA considerations for ingress/egress, parking lot, storm water, landscaping; permitting with SJRWMD, and other relevant agencies. The new Senior Activity Center is a modular building system located within a residential neighborhood and abuts the City's Public Works Yard (including a wastewater treatment facility).

Estimated Design Fee: $32,250.

An individual or entity ("Firm") responding to this RFQ must provide evidence of required licenses, certificates, or registrations with its submission in order to be considered. The City shall own all ideas, documents, plans and materials developed as a result of this solicitation and Firm is informed of the same shall be subject to reuse in accordance with Section 287.055(10), Florida Statutes.

Firm (i) confirms it has read and is familiar with Section 119.07(3), Florida Statutes regarding certain building plans, blueprints, schematic drawings, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or other agency that are per said section exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the Florida Constitution ("Exempt Plans"); and

(ii) agrees Firm shall remain in compliance with same, including maintaining the exempt status of such Exempt Plans for so long as they are held by Firm or otherwise in possession. The City may cancel, withdraw, or modify this RFQ at any time and reserves the right to reject any or all responses and to waive irregularities, formalities, and informalities as it determines in the City's best interest.

Responses will be accepted from Firms desiring to provide these services to the City by a single electronic file submission in searchable PDF format, that includes an RFQ Transmittal Memorandum completed as appropriate, a Letter of Interest addressed to: Stefen A.B. Wynn, M.P.A., City Manager, and referring to this RFQ by number, together with a Statement of Qualifications and any supplemental material allowing evaluation for further consideration (short-listing) based upon the following criteria: Successful completion of projects of comparable scope and complexity with a government agency within the last five years (20), Experience Designing tasteful landscaping elements for Municipal Buildings (20), Workload and Availability (10), Familiarity with local conditions and project understanding (10), Past Performance/references from Similar Municipalities (10), willingness to meet the projects time and budget constraints (10), Firm and key personnel appear licensed under Florida statutes to perform the professional services (10), Firm and key personnel operate within an office located in or within Greater Duval County including the counties of Clay, St. Johns, Nassau and Baker (10).

The PDF file must be emailed to: CM@nbfl.us; and clerk@nbfl.us **BEFORE 4PM, June 4, 2021**. As a courtesy, the City will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is the Firm's responsibility to confirm submission (PDF file) has been received.

Any questions prior to RFQ opening shall be directed, in writing, via email to Stefen Wynn, at CM@nbfl.us

<u>NOTICE OF REQUEST FOR QUALIFICATIONS</u>

CITY OF NEPTUNE BEACH

Duval County, Florida

Senior Activity Center Exterior and Landscaping Design

The City of Neptune Beach desires to contract for professional services with an engineering firm to provide planning, engineering, landscape design, and permitting for the exterior of the City's newly constructed Senior Activity Center. The new center is a modular building comprised of six units with the front of the building facing: 2004 Forest Avenue.

<u>The professional services that the City believes will be needed may include, but are not limited to the following</u>:

- **Pre-Design**
  - A minimum of two (2) community meeting/design charettes to help build trust with residents within the neighborhood

- **Design** (*Architectural and Engineering*) **for Improvements**:
  - Front Porch
    - Ties into existing building with a flat roof
    - Porch Roof should have a pitch to it so that it fits the character of the neighborhood
    - Electrical to include ceiling fans, pathway lighting and entry lighting
  - Ingress/egress with full ADA accessibility from all building exits
  - Parking Lot
    - ADA accessibility and required handicapped parking spaces and routes
  - Storm Water including site, parking, and building roof drain connections
  - Landscaping and irrigation
  - Buffering Requirements as may be required by Code

- **Permitting**
  - SJRWMD may require a permit based on the amount of new impervious surface
  - Permitting with other relevant agencies as needed

- **Surveying**
  - It's anticipated that a new boundary and topographic survey will be necessary for the location of the new Senior Activity Center

<u>Proposed Timeline to Completion</u>:

- **May 10, 2021** – CONB RFQ NO. 2021-02 Senior Activity Center Finish Design direct-solicited to local firms
- **May 13, 2021** – CONB RFQ NO. 2021-02 Senior Activity Center Finish Design RFQ published in Newspaper
- **May 28, 2021** – Questions due to the City
- **June 4, 2021** – CONB RFQ NO. 2021-02 Senior Activity Center Finish Design Responses due from interested firms by 4PM, digital submissions are accepted – RFQ opening and announcement at 4:30PM.
- **June 7, 2021** – Recommendation considered by City Council

Selection Process:

Consultant selection shall be in accordance with this request for qualifications. The evaluation process shall determine qualifications, interest, and availability of Respondents to provide design, engineering, and permitting services. City staff will first review all written responses and make a recommendation to the Mayor and City Council including a ranking of qualified responses. Informal interviews and/or presentations may be conducted but are not required. The Mayor and City Council may make its decision based on the recommendations of staff. The determinations shall be based upon the criteria below.

This is a Request for Qualifications, not a bid. The City reserves the right to reject any and all submissions, waive informalities and technicalities, and enter into a contract with a firm or firms whose qualifications best serves the interest of the City, not just based on the highest score/rank. The City reserves the right to make such investigation as deemed necessary to determine the ability of any consultant to perform the services requested.

Method of Ranking:

During the review of written responses, each criterion below will be ranked on a scale of zero (0) through ten (10). In addition, each criterion has been assigned a percentage value that weights the criterion's significance to the City as noted below.

Written qualifications package requirement:

Respondents are to adhere to the requirements shown below. Failure to do so may result in rejection of proposal as non-responsive.

a. Be concise and to the point.
b. Provide adequate information on each criterion below.
c. Provide the ranking criteria information below in the order shown.

In addition to the above requirements, the following forms will need to be provided in a qualification package:

1. Public Entity Crimes Statement
2. Drug-Free Workplace Statement
3. W-9

Ranking Criteria:

- Successful completion of projects of comparable scope and complexity with a government agency within at least the last five years (20)
- Experience in designing tasteful landscaping elements for Municipal Buildings and/or Community Centers (20)
- Workload and availability (10)
- Familiarity with local conditions and project understanding (10)
- Past performance/references from similar municipalities (10)
- Willingness to meet the project's time and budget constraints (10)
- Firm and key personnel appear licensed under Florida Statutes to perform the professional services (10)
- Firm and key personnel operate an office located in or within Greater Duval County including the counties of Clay, St. Johns, Nassau and Baker (10)

Indemnification Requirement:

The City shall require the following or similar indemnification paragraphs to be made part of the contract(s) as entered into with the successful proposer(s). The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the City's own negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's own negligence.

Insurance Requirements:

The consultant shall procure and maintain during the term of the contract, insurance of the types and in the minimum amounts stated below:

Coverage's Schedule Minimums

A. Workers' Compensation Florida - Statutory Coverage and Employer's, $100,000.00- each accident, Liability (including appropriate Federal Acts) $100,000.00- each employee, $500,000.00- policy limit for disease

B. Comprehensive General Liability - $1,000,000.00- bodily injury each occurrence, $1,000.000- bodily injury aggregate, $1,000,000.00- property damage each occurrence, $1,000,000.00- property damage aggregate

C. Products- Completed Operations - $1,000,000.00- aggregate

D. Business Auto Liability - Same as Comprehensive General Liability (All autos- owned, hired or used)

E. Professional Liability - $1,000,000.00 per claim

F. Excess or Umbrella Liability - Optional

Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any work on the continuing contract, certificates of insurance, approved by the City, evidencing the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until fifteen (15) days after receipt of written notice by the City. Such insurance shall be endorsed to provide a waiver of underwriter's rights of subrogation in favor of the City. Note: The City shall be designated as an Additional Insured on the General Liability Policy. The City shall also be listed as a named insurance certificate holder by the successful Consultant prior to beginning work.

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein at the respondent's cost.

E-Verify Requirement:

Any bidder acknowledges and agrees that any contract will include a requirement that the bidder register with and use the E-Verify System as provided in Fla. Stat. §448.095. Further, the bidder knowledges and agrees that if the bidder enters into a contract with a subcontractor, the subcontractor must provide the bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien."

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

Professional Services Agreement

This "*Agreement*" (herein so called) entered into on this day of _____ _____, by and between the City of Neptune Beach, a municipality and political subdivision of the State of Florida, existing and created under the Laws of Florida, (hereinafter referred to as "City"), and

_____ _____ (hereinafter referred to as "*Consultant*") authorized to do business in the State of Florida; whose address is _____

_____

for _____
(hereinafter referred to as the "*Project*"). This Agreement shall remain in effect until _____ _____ unless terminated as provided herein, or extended by mutual agreement in writing (herein referred to as Duration).

RECITALS:

WHEREAS, in response to a publicly advertised Request for Qualifications, the Consultant submitted qualifications to the City and was selected by the City as a qualified applicant in the best interest of the City; and

WHEREAS, the City and the Consultant have negotiated mutually satisfactory terms for the execution of the Agreement and is incorporated by reference and made part hereof; and

WHEREAS, the Consultant hereby certifies it has been granted and possesses valid, current licenses to do business in the State of Florida, issued by the respective State Board(s) responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants' Competitive Negotiation Act ("*CCNA*"), Section 287.055, Florida Statutes, and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the parties hereto agree that, with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties, a legally enforceable contract shall exist between both parties consisting of:

1. **SERVICES BY THE CONSULTANT:**

   A. ASSIGNMENT OF WORK: Work to be performed by the Consultant shall be determined by the City. The Consultant and the City shall mutually negotiate all work. The Consultant shall prepare a detailed scope of services (hereinafter referred to as "*Scope*"), list of deliverables, schedule, work hour budget and a not to exceed fee budget for the associated work needed to complete the Project for the City's review and approval prior to the Consultant beginning any work. Fees shall be based on the established contract hourly rates, fees and charges (hereinafter referred to as *"Rate Schedule"*). The mutually agreed to Scope, schedule, fee and Rate Schedule shall be included as attachments to this Agreement.

   B. COMMENCMENT OF WORK: The Consultant shall not commence work on the Project or Supplemental Agreement(s) without prior written Notice to Proceed (hereinafter referred to as "*NTP*") by the City. Following the issuance of such NTP the Consultant shall be authorized to commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. The Consultant hereby releases the City from any claim for damages or compensation, whether in contract, tort or otherwise, in the event that no NTP is issued pursuant to this Agreement.

   C. SCHEDULE OF WORK: All services and duties shall be conducted and performed by the Consultant diligently, completely and in accordance with professional standards of conduct and performance. The Consultant acknowledges the importance

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

D. ADDITIONAL SERVICES: "*Additional Services*" (herein so called) beyond the work identified in the Agreement Scope shall only be authorized to be performed or provided by the Consultant when agreed to in writing in advance by both parties in the form of a Supplemental Agreement. In any case in which the Consultant deems that additional compensation is due for its services or materials which is not expressly covered in the Scope, or not specifically authorized in writing by the City, the Consultant shall notify the City in writing and must receive prior written approval therefrom the City. If the Consultant does not provide its written notice or does not receive the City's written approval prior to performing or providing any Additional Services, the Consultant shall not receive any additional compensation for the same. When requested, by the City, the Consultant shall prepare a detailed Scope, list of deliverables, schedule, work hour budget and a not to exceed fee budget for the associated work needed to complete the Supplemental Agreement for the City's review and approval prior to beginning any work. Fees shall be based on the established contract Rate Schedule.

E. QUALITY CONTROL: The Consultant shall perform Quality Control (hereinafter referred to as "*QC*") review for all deliverables and supporting work prepared by the Consultant upon which those documents are based. The Consultant shall provide the City with a summary of each QC reviewed document which identifies the document reviewed and the QC review steps that were performed. The Consultant shall keep the original or copy of each QC reviewed document bearing distinguishable markings that identify the QC review steps that were performed by whom and when for the Duration of this Agreement and in accordance with the Retention of Documents section of this Agreement. The Consultant shall provide copies of the QC documents to the City upon request.

F. STANDARD OF CARE: The Consultant shall put forth its reasonable professional efforts to comply with applicable laws, codes, rules and regulations in effect as of the date of the execution of this Agreement and the date of deliverables or submissions. In providing services the Consultant shall perform in a manner which, at a minimum, is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant is responsible for the quality, accuracy, completeness, and coordination of all deliverables and other services the Consultant or its subconsultants, subcontractors, or vendors provide.

G. ESTIMATES OF PROBABLE CONSTRUCTION COST: In providing estimates of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or a contractor's pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's estimate of probable construction cost.

H. CERTIFY, CERTIFICATION: A statement of the Consultant's opinion, based on its own observation of conditions, to the best of the Consultant's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty or guarantee, either express or implied.

I. PERMITS AND APPROVALS: The Consultant shall assist the City in preparing, coordinating, applying and submitting for those permits, approvals and extensions required by law and rule for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms and other supportive information necessary to the appropriate regulatory agencies having jurisdiction over the Consultant's documents and other services normally provided by the Consultant and shall be included in the Scope and Supplemental Agreement(s).

J. LICENSES: The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect, all such licenses as are required to do business in the State of Florida, including but not limited to licenses required by the respective State Board(s) and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement and the Scope and services provided therein.

K. RESPONSIBILITY TO CORRECT: In accordance with the generally accepted standards of the Consultant's profession, the Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction

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

2. COMPENSATION:

A. OVERHEAD AND PROFIT RATES: Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a Certified Public Accountant. Fees to the Consultant shall be established based on raw hourly salary rates plus a not to exceed overhead and profit rate factor of 2.15 for a combined hourly multiplier of 3.10 for services. Profit rates shall only be applied to direct labor plus overhead. If the City determines that multipliers charged by any Consultant exceeded the rates supported by audit, Consultant shall be required to reimburse such funds to the City within thirty (30) days of written notification. No markup or profit shall be paid on non-labor related job costs, reimbursables, or on services provided by subconsultants, vendors or others. Any work or professional services subcontracted for by the Consultant for which the City has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the City only in the exact amount reasonably incurred by the Consultant. No other such subcontracted services shall be reimbursed.

B. COMPLETION: Payment of the entire fee or lump sum amount is contingent upon Consultant's final completion of the entire Scope as specified in this Agreement. Such final completion of the Scope must be acceptable to and accepted by the City. Such acceptance by the City may not be unreasonably denied. In the event the Consultant does not complete the entire Scope, then the lump sum amount will be pro-rated using the ratio that the amount actually completed, and which is acceptable to and accepted by the City bears to the entire Scope. Unless otherwise set forth in this Agreement the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the Scope and conformance with the provisions of this Agreement.

C. INVOICE PROCEDURE: Invoices shall be submitted by the Consultant monthly on an "as incurred" basis, and shall be made by the City in accordance with the Florida Statute Chapter 218 Local Government Prompt Payment Act (the "*Act*"). Upon receipt of a proper statement, invoice or draw request the City shall have the number of days provided in the Act in which to make payment. Invoices shall be in a form and containing such documentation as reasonably required by the City. Each such invoice shall include project name, project number, breakdown of charges, description of service(s), work provided and/or performed, supportive documentation, the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the City. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. If the City objects to any portion of an invoice, the City shall so notify the Consultant. The City shall identify specific cause of the disagreement and the amount in dispute and request revision. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

D. PROMPT PAYMENT TO SUBCONSULTANTS AND VENDORS: The Consultant as a condition precedent to progress and final payments to the Consultant, the Consultant shall provide to the City, with its requisition for payment, documentation that sufficiently demonstrates that the Consultant has made proper payments to its subconsultants and vendors from all prior payments that Consultant has received from the City. The Consultant shall not unreasonably withhold payments to subconsultants and vendors if such payments have been made to the Consultant. If the Consultant withholds payment to its subconsultants and vendors, which payment has been made by the City to the Consultant, the Consultant shall return said payment to the City. The Consultant's failure to pay undisputed amounts to the subconsultants and vendors within thirty (30) business days, after the Consultant receives payment from the City, shall be a breach of this Agreement and may result in termination of this Agreement in the discretion of the City.

E. PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF CITY: In the event of termination of this Agreement at the convenience of the City, and not due to the fault of the Consultant, the City shall compensate the Consultant only for: (1) all services performed prior to the effective date of termination, including the overhead and profit allocable to the services performed; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the Consultant's submittal to the City of drawings, plans, data, and other documents therefor.

F. PAYMENT WHEN SERVICES ARE SUSPENDED: In the event the City suspends the Consultant's services of work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall

compensate the Consultant only for services performed prior to the effective date of suspension, including the overhead and profit allocable to the services performed, and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

G. NON-ENTITLEMENT TO ANTICIPATED FEES: In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: termination; suspension in whole or in part; and and/or are modified by the subsequent issuance of Supplemental Agreement(s) other than receiving the compensation set forth in Sections 2.E and 2.F above, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

H. TRAVEL: The City shall not be billed or invoiced for time spent traveling to and from the Consultant's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered, other than as provided for in this Agreement. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the City to reimburse the Consultant for the same, then the City shall reimburse the Consultant only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Consultant has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Consultant for its reasonable expense incurred thereby provided prior approval of the Executive Director of the City, or its designee, is obtained.

I. REIMBURSIBLE: The City shall not be liable to reimburse the Consultant for any courier service, telephone, facsimile, copying expenses or postage charges incurred by the Consultant.

3. **PERSONNEL:**

A. QUALIFIED PERSONNEL: The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all Scope to be provided pursuant to this Agreement.

B. CONSULTANT'S PROJECT MANAGER: The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the "*Consultant's Project Manager*" (herein so called). The Consultant's Project Manager shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the Scope to be provided and performed under this Agreement, Scope, and Supplemental Agreement(s) thereto. The Consultant's Project Manager shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement, Scope, and Supplemental Agreement(s) unless substitute arrangements have been furnished in advance to the City by the Consultant in writing. The Consultant agrees that the Consultant's Project Manager shall devote whatever time is required to satisfactorily direct, supervise and manage the Scope and services provided and performed by the Consultant throughout the entire period this Agreement is in effect.

4. **RETENTION OF DOCUMENTS:** The Consultant agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than five (5) years, in a reasonably accessible manner consistent with the Consultant's internal document retention policy.

A. REASONABLY ACCESSIBLE: In order to be considered reasonably accessible, such documents must not be deleted or totally destroyed such that they cannot be reproduced or only be restored at a significant cost.

B. DOCUMENT RETENTION POLICY: A written policy by which each employee, subcontractor, and subconsultant and its subcontractors or subconsultants of any tier, follows the same protocol to retain all required documents related to a project in a consistent, organized manner sufficient to allow efficient retrieval of same.

5. **PUBLIC FUNDS:** The City's performance of this Agreement shall be contingent upon and subject to the existence of lawfully appropriated public funds for each fiscal year (i.e., October 1 through and including the next following September 30) of the City.

6. **EXTENT OF AGREEMENT:** This Agreement, together with the Request for Qualifications ("*RFQ*"), Addendums, Consultant's response submittal to the RFQ, all attachments and forms, Scope of Services, and the Consultant's Basis of Estimate represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. Any pre-printed provisions of the Consultant's written materials, contract forms, or documents to the contrary notwithstanding, no transportation surcharges shall apply, and no policies of the Consultant available on the Consultant's website or retained in the Consultant's office are incorporated by reference nor shall be deemed to be part of this Agreement, unless the same is attached this Agreement, and separately signed by the duly authorized signor for the City.

7. **E-VERIFY REQUIREMENT**: Any consultant acknowledges and agrees that any contract will include a requirement that the bidder register with and use the E-Verify System as provided in Fla. Stat. §448.095. Further, the bidder knowledges and agrees that if the bidder enters into a contract with a subcontractor, the subcontractor must provide the bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

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

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

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

9. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** The City shall retain ownership of all Work Products including electronic files, field data, pictures, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall not be liable for any re-use of such documents for other than the specific purpose intended without the Consultant's written verification or adaptation thereof.

10. **NON-RENEW:** Any pre-printed provisions of the Consultant's written materials, contract forms or documents to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent written agreement of the parties.

11. **STATUS:** Any pre-printed provisions of the Consultant's written materials, contract forms, or documents to the contrary notwithstanding, the City's entry into the contract or agreement with Consultant does not give Consultant any preferential status, "most favored nations" status, nor right of first refusal to any renewal or for any other contract or agreement to provide other goods and/or services to the City.

12. **TERMINATION AND SUSPENSION:** The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished Work Products prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. This Agreement shall be terminated, with twenty-four (24) hour notice to the Consultant in the event that funds become unavailable to the City for any reason whatsoever. This Agreement, or any portion hereof, may be suspended from time to time for various periods of time or during any of the Consultant's performance of the Scope or Supplemental Agreement(s) proposed hereunder, permanently or temporarily, by action of the City.

13. **INDEPENDENT CONTRACTOR:** Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that it is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all local, state, and federal laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on the Consultant as a result of its status as an independent contractor. Consultant is responsible for providing the office space and administrative support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

14. **CONFLICT OF INTEREST:** The Consultant represents that to the best of its knowledge and belief it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance. If Consultant, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by the Consultant or such subconsultant under this Agreement, then it will promptly bring such conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) business days if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such subconsultant shall decline the representation upon written notice by the City. If the City determines that there is no such conflict of interest, then the City shall give its written consent to such representation. If Consultant or subconsultant accepts such a representation, without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such subconsultant under this Agreement, then the Consultant or such subconsultant agrees to promptly terminate such representation. Consultant shall require each of such subconsultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the City as provided herein above of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

15. **CITY'S APPROVAL:** Neither review, approval, or acceptance by the City of services or Work Products furnished by the Consultant, or any subconsultant(s), vendor(s) or subcontractor(s) engaged by the Consultant, shall not in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services or Work Products or any and all of its subconsultant(s), vendor(s) and/or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services or Work Products shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

16. **CONFIDENTIALITY AND PUBLIC RECORDS COMPLAINCE:** The Consultant agrees, during the term of this Agreement, to comply with Chapter 119.071(3), Florida Statutes, and not to divulge, furnish or make available to any third person, firm or organization, without the City's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the Consultant or any subconsultant(s) or subcontractor(s), pursuant to this Agreement. Subject to the foregoing provisions and law applicable to confidential information, the Consultant will keep and maintain public records required by the City, which is a public agency, in order for the Consultant to perform the services and the work required by the Scope, and upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. The Consultant shall require all of its employees, subconsultant(s) and subcontractor(s) to comply with provisions of this paragraph. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, AT (904) 270-2400, CLERK@NBFL.US, 116 1st STREET, NEPTUNE BEACH, FLORIDA 32266.

17. **PROPERTY DAMAGE:** The Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or intentional misconduct or negligent acts of the Consultant, or its subconsultants and/or subcontractors. The Consultant's obligation under this subsection does not apply to property damage caused in whole or in part by any other consultant or contractor engaged directly by the City. The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant's compensation fund or by the Consultant reimbursing the City directly for all such costs and expenses.

18. **NONDISCRIMINATION AND EQUAL OPORTUNITY:** The Consultant shall comply with all state and federal laws, as currently

written or hereafter amended, or other applicable laws prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in or as otherwise permitted by other applicable laws. Consultant's or its subconsultants, subcontractors and/or vendors shall be certified as minority business enterprise as defined in Section 288.703, Florida Statutes, to count towards participation goals or requirements. The failure of the Consultant to adhere to relevant stated requirements shall subject the Consultant to any sanctions which may be imposed upon the City.

19. **PROHIBITION AGAINST CONTINGENT FEES:** The Consultant shall not have employed or retained any company or person, other than an employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than an employee working for the Consultant, any fee, commission percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such a fee, commission, percentage, gift or consideration.

20. **INDEMNIFICATION:** The Consultant shall indemnify and hold harmless the City, and the City's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement. All indemnification provisions contained this Agreement are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. All indemnification provisions of this Agreement, relating to Indemnification shall survive the term of this Agreement, and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is earlier terminated earlier pursuant to the provisions of this Agreement. With respect to any indemnification by the City provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the City's sovereign immunity.

21. **GOVERNING LAW:** The City and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Clay County, Florida without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the City and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Clay County, Florida.

22. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or relate to the Consultant's performance of the Agreement, the City and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation. The Consultant further agrees to include a similar mediation provision in all agreements with independent subcontractors and subconsultants retained by the Consultant for this Agreement, Scope, or any Supplemental Agreement(s), and to require all independent subcontractors and subconsultants also to include a similar mediation provision in all agreements with its subcontractors, subconsultants, suppliers, vendors and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The City shall not be bound by any provision requiring binding arbitration or binding mediation of disputes. If a dispute arises either party shall follow the following provisions: provide written explanation of the dispute a minimum 30 days' notice to the other party prior to mediation, the mediator shall be a member of the National Academy of Distinguished Neutrals ("*NADN*"), if an impasse is reached there shall be a sixty (60) day cooling off period required, a minimum 30 days written notice shall be provided to the other party prior to filing suit in any court after the cooling off period.

23. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant. The Consultant's services under this Agreement are being performed solely for the City's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The City and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Agreement, Scope, or Supplemental Agreement(s) to carry out the intent of this provision.

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

25. **AMENDMENTS:** This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

26. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

27. **ATTORNEY'S FEES:** In any action involving the enforcement or interpretation of this Agreement, each party, whether the City or the Consultant, shall be responsible for its own respective attorneys' fees and costs.

28. **WAIVER:** The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

29. **SURVIVAL OF REMEDIES:** The parties' remedies shall survive the termination of this Agreement.

30. **PROVISIONS SEVERABLE:** In the event any of the provisions of this agreement should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

31. **FINANCIAL CONSEQUENCES:** Should the Consultant fail to comply with any term of this Agreement, the City shall take one or more of the following actions, as appropriate in the circumstances:

    - Temporarily withhold payments pending correction of the deficiency,
    - Disallow all or part of the cost of the activity or action not in compliance,
    - Wholly or partially suspend or terminate this Agreement,
    - Withhold further awards to the Consultant, and/or
    - Take further remedies that may be legally or equitably available.

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

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

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

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

_____
(Consultant's Business Name)

_____
(Street Address)

_____
(City, State, Zip)

_____
(Attention)

_____
(e-mail)

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

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

City of Neptune Beach

By: _____
Stefen Wynn
City Manager

Date: _____

_____
(Name of Firm)

By: _____

Print Name: _____

Title: _____

Date: _____

Development Agreement – 540-580 Atlantic Blvd.

City Manager Coordination Meeting #3
Monday, May 3, 2021 – 2:00 pm
DRAFT (5/4/21) Meeting Notes

Participants

City of Neptune Beach, FL Scheduled Participants
Mr. Stefen Wynn, City Manager
Ms. Kristina Wright, Community Development Director
Mr. Jim French, Director of Public Works

Property Owner, Scheduled Participants
Mr. Andrew Greene, Vice President, TLM Realty Corp.
Mr. Noah Marks, Senior Associate, ELM
Mr. Michael Schiebe, Landscape Architect, ELM
Mr. Wade P. Olszewski, Sr. Vice President/Associate, CPH Corp.

Meeting Notes

Mr. Greene noted that subsequent to Coordination Meeting #2, the Developer's team met with Publix and conveyed the concern from the City of excessive noise from equipment placed on the roof or rear of the building may disturb residents in Neptune-by-the-Sea. Publix agreed to install sound attenuating enclosures both generators planned for the property (rear and side).

On the topic of bicycle routing, Mr. Greene presented several slides showing the Developers proposed implementation of Sharrows (Slides attached to notes). The City agreed with the implementation of Sharrows, but requested two additional markings (1 in each direction) be added to the southern portion of the main entry drive-aisle.

Mr. Greene noted that after the suggestion at the April 5 meeting, the Developer team had made changes to provide for additional panels for small tenants on the monument sign, while maintaining the overall dimension and appearance of the sign.

In response to the City's caution on recirculating pump failures and suggestion to look at a potable solution, the Developer's team reviewed with their aquatic engineer and are proposing a revised solution for use of misters in the sculpture.

The misters use very low water and remove the need for a recirculating pump, and their limited flow rate the ability to be user-controlled help conserve water.

Mr. Greene and Mr. Olszewski noted that the overall project was increasing the amount of pervious surface on the property (reducing impervious) compared to existing condition. Section 3C. of the Development Agreement states, "There will be no increase in impervious surface and, as a result, no change in stormwater management shall be required." Despite this language, the Developer's proposed plans have included stormwater management that exceeds SJWMD requirements and meets the City's more stringent requirements. However, due to some poor areas of soil drainage, full compliance with the City's requirements in some areas of the plans will require changes other aspects of the approved design, such as redesigning the rear planting screen and changing landscape specifications. The Developer suggested to prepare a design that meets SJWMD and complies with City stormwater management requirements to the extent possible with impacting other areas of the design, and Mr. Olszewski would quantify the difference. Mr. Wynn asked Mr. French to respond as the City's MS4 program manager. Mr. French explained how the requirements serve the City's MS4 and noted that these are the requirements for new development and a deviation would require a Variance. Mr. Greene noted in this case the project overall is increasing pervious and differs from new development in that no new building area is proposed. Ms. Wright suggested the City review and discuss with the City Attorney and respond to the Developer. [Following the meeting on May 4, The City responded that the Developer will be required to comply with the City's stormwater requirements]

At a FDOT pre-application meeting attended by Mr. Olszewski, FDOT raised concerns about the initial median on the main entry/exit drive off Atlantic Blvd. This median contains a column sign with the Neptune Plaza logo and low landscaping, but no trees. The inclusion of the median widens the main entry drive to the west, and in turn, that increases the misalignment between the entry/exit drive and Sylvan. FDOT's concern is that traffic making a left turn to enter into the center will now conflict with traffic making a left on to Sylvan. The Developer noted that we have not received formal comment from FDOT but based on initial feedback we may be required to remove that initial median in order to narrow the entry/exit drive and improve the alignment. Moving the entry/exit drive to the east is not feasible due to the property line. Mr. Wynn responded that the median served a purpose beyond just aesthetics and wanted to add to his discussion with FDOT at an upcoming meeting on May 11. Mr. Olszewski will send Mr. Wynn a detail of the entry point and what is proposed to aid the discussion.

Development Agreement – 540-580 Atlantic Blvd.

Mr. Greene raised as a conceptual issue the possibility to renovate or replace the Kmart monument sign along Third Street at Lemon. Ms. Wynn said that the City's preference is to review a complete sign package that would provide details on the various types signage proposed for the site as a whole.

The meeting was adjourned. The next meeting is scheduled for June 7.

April 2021 Report

Public Works Department

Week of May 3, 2021:

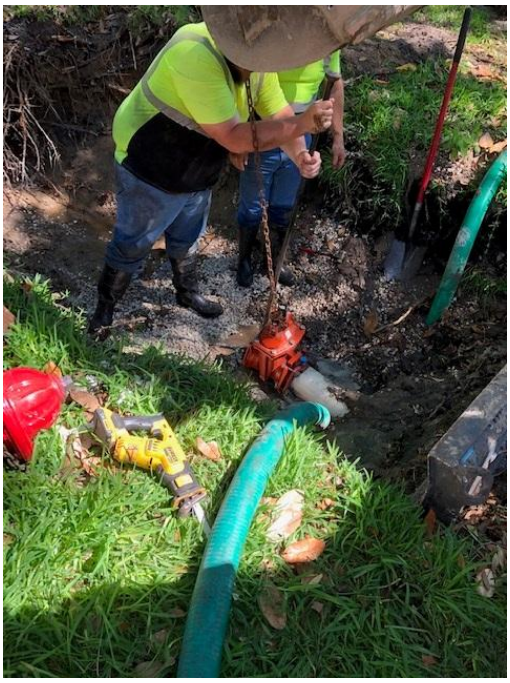
- The Stormwater Crew is doing maintenance on the Davis Street ditch and cleaning sedimentation from the channel bottom to improve flow at the Davis Street culvert.

- D&C along with the Parks Department are working on the islands along 3rd St/A1A. D&C is fixing the irrigation timers and making sure the irrigation is working to the islands. The Parks Department is mowing, weeding, and trimming the islands.
- D&C is fixing a water service breaks found on Arrowhead trail.

- D&C is working with Gruhn & May in the Arrowhead Trail area for a planned water system shutdown on May 5, 2021. The City needs to shutdown the water system to facilitate the tie in of the new Arrowhead Trail water main. D&C passed out advanced notice of the water system shutdown on April 29, 2021. In a coordinated effort, D&C will replace a fire hydrant and cut in additional valves during the water system shut down that will better control the water system in the area. The new valves will reduce the number of affected residents as we progress with additional water main replacements and may need future water system shutdowns. Public Works passed out door hangers rescinding the Boil Water Notice on Friday May 7, 2021 starting at 11:20 AM. Public Works also coordinated with Police Dispatch to send out an Everbridge notification rescinding the precautionary boil water notice. A message board was also used at the intersection of Kings Road and Forest Avenue to rescind the boil water notice.

STOP

DEERE



- The Streets Department is calling in locates and ordering the detectable warning tiles to expand the sidewalk width for the pedestrian crossing improvements at Florida Blvd. and Kings Road planed by COJ. We plan to start work after school lets out for the summer at Neptune Beach Elementary on June 3, 2021 to reduce the impact on school pedestrian traffic.
- The Parks and Streets Department is ordering concrete and forming to pour a pad for picknick tables in Jarboe Park between the new basketball court and playground area.
- D&C is picking up PVC conduit that will be used at Jarboe Park to reconnect the fiber optic line for Neptune House. The freeze in Texas, earlier this year, led to chemical plant shutdowns and created a market shortage in PVC pipe. We had to reach out to several vendors until we found a source for the PVC conduit needed for this project. PVC pipe is currently in limited supply in our area and prices have increased.

Week of May 10:

- The Streets Department repaired a bollard in the sidewalk in Townceter at 3rd and Atlantic damaged over the weekend.

- The Streets Department poured the concrete pad at Jarboe Park for the picknick tables in Jarboe Park between the new basketball court and playground area.
- After receiving a call from Code Enforcement requesting that we mow the Kmart property, D&C stepped in and picked up trash and mowed the site.

- The Parks Department is mowing, trimming, and cleaning up in all the parks.
- Streets Department coordinated with Beaches Energy to remove a dead tree at 1727 Indian Woods that is between two electric service lines.

- The Streets Department is building two new chairs for the City's life guards.

- Removed an unsafe broken light pole leaning on a palm tree in Towncenter until permeant repairs can be scheduled.

Week of May 17:

- D&C installing conduit at Jarboe Park to run new fiber between the Water Plant and Neptune House.
- Streets Department installing traffic calming measures on Forest Ave. at the crosswalk into Neptune Elementary School.

- The Stormwater Department is cleaning ditches.

- The Stormwater Crew cleaned inlets in Towncenter.
- The Streets Department painted wheel stops to remove 2-hour parking stenciling to create more employee parking in the Towncenter area.
- The Streets Department removed wind blown sand from the Atlantic Boulevard beach access to improve emergency vehicle access.
- The Stormwater Crew finished removing sediment and cleaning the ditch south of Davis Street.

Week of May 24:

- The Streets Department is cleaning and maintaining islands on 3rd Street.
- The Streets Department is repairing median curbs in Secluded Woods.
- D&C is replacing a fire hydrant in Secluded Woods.

- The Streets Department is fixing dune crossovers.
- Richard Pino started as the new Water and Wastewater Division Chief on Tuesday May 25.

Building Activity October 1, 2020 to September 30, 2021

Month	# of permits issued	Plan review	inspections completed	cash receipts	tree removal permits	Valuation of work done
Oct-20	84	58	151	$13,016.40	6	$2,168,231
Nov-20	92	66	91	$12,601.91	4	$1,973,657
Dec-20	98	64	115	$12,967.22	3	$1,192,593
Jan-21	97	52	112	$16,389.85	9	$1,400,891
Feb-21	112	95	139	$22,409.82	11	$2,442,996
Mar-21	148	95	199	$19,042.59	10	$2,598,077
Apr-21	121	66	181	$16,500.07	6	$1,276,435
May-21	136	72	200	$21,496.35	15	$2,097,499
Jun-21						
Jul-21						
Aug-21						
Sep-21						
Totals	888	568	1188	$134,424.21	64	$15,150,379

Building Activity October 1, 2019 to September 30, 2020

Month	# of permits issued	Plan review	inspections completed	cash receipts	tree removal permits	Valuation of work done
Oct-19	109	72	154	$18,140.88	8	$2,635,167
Nov-19	104	42	137	$17,620.03	10	$789,285
Dec-19	75	48	125	$16,678.57	3	$2,525,584
Jan-20	119	86	167	$20,808.16	8	$2,156,052
Feb-20	108	78	155	$25,276.96	11	$1,069,889
Mar-20	111	63	171	$18,273.82	10	$1,120,506
Apr-20	89	56	141	$9,830.49	16	$714,249
May-20	93	42	141	$12,256.98	7	$1,151,998
Jun-20						
Jul-20						
Aug-20						
Sep-20						
Totals	808	487	1191	$138,885.89	73	$12,162,730
Difference	80	81	-3	-$4,461.68	-9	$2,987,649

From: Fire Marshal

Subject: May 2021 Fire Marshal Report

Annual Inspections

218	First St	Sliders	5/5/2021	**115.00**
109	First St	Shoreline	5/5/2021	115.00
222	First St	Jax Surf & Paddle	5/5/21`	50.00
220	First St	The Bookmark	5/5/2021	115.00
115	Third St	Regions Bank	5/10/2021	115.00
301	Third St	Bank of America	`5/10/21	115.00
217	First St	Mbody Yoga	5/10/2021	50.00
132	Orange St	Jay Lubeck Gold Smyth	5/11/2021	115.00
115	First St	Renee's Jewelry	5/12/2021	50.00
217	Third St	Bikes & Beach	5/18/2021	115.00
214	Orange St	Dance Trance	5/12/2021	115.00
217	First St	Reverie Bloom	5/12/2021	50.00
217	First St	Dunlop Photography	5/12/2021	50.00
217	First St	Drift	5/12/2021	50.00
117	First St	Pete's Bar	5/26/2021	115.00
15			Total	1,335.00

Re-inspections

610	Florida Blvd	Beaches Chapel School	5/17/2021
255	Third St	Game Stop	5/18/2021
251	Third St	Fancy Sushi & Grill	5/18/2021
247	Third St	Ruby Nails	5/18/2021
233	Third St	Fire House Sub	5/18/2021
211	Third St	The Loop	5/18/2021
241	Third St	Ellen's Kitchen	5/18/2021
100	First St	North Beach Fish Camp	5/19/2021
207	Atlantic Blvd	Flying Iguana	5/19/2021
106	First St	Doro North American	5/19/2021
108	First St	Island Girl	5/19/2021
110	First St	Mezza Luna	5/19/2021
120	Lemon St	Bar-B-Q Sticks	5/26/2021
13			

Fire Code Drive By-none

New Businesses

2307	Marsh Point Rd	Value Creation Contractors	5/11/2021	50.00
120	Lemon St		5/19/2021	50.00

Lemon Street Social Club
(Office)

2		Total	100.00

Development Plan Reports

310 Third Street 3 hours

Building Plan Review

462	117 South Street (Rear)	additional review time	1.0
498	1910 Oceanfront		0.5
500	1037 Kings Rd	not approved	1.0
490	634 Goldenrod Ln S		.75
500	1037 Kings Rd	Resubmittal	0.5
489	136 Bowles St		0.5
493	1527 Hopkins Creek Ln		0.5
530	1535 Summer Sands Dr		0.5
539	126 Sand Castle Way		0.5
543	1077 Kings Rd		0.5
567	216 Seagate Ave Apt A		0.5
367	1864 Nightfall Dr		0.5
577	618 Bay St		3.0
608	1443 Hopkins Creek Ln		.75

14	Savings doing in-house plan review	10 hours	$78.50	=$785.00

Fire Plan Review-none

New Construction Inspections

628	Atlantic Blvd	Hood	5/25/2021
628	Atlantic Blvd	Fire Suppression	5/25/2021
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Elevation Certificate-none

John Ruley, ***BS, CBPE, FM***
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