



AGENDA

Open House, Special, Workshop, and Town Hall City Council Meeting **Tuesday, February 18, 2025, 5:00 P.M.** **Council Chambers, 116 First Street, Neptune Beach, Florida**

Open House: 5:00 p.m.

Special Meeting: 6:00 p.m.

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. PUBLIC COMMENTS
3. PUBLIC WORKS DEPARTMENT
 - A. Water Reclamation Facility Belt Filter Press Rehabilitation – Phase 2 p. 3
 - B. Stormwater Replacement Dump Truck p. 8
 - C. Change Order to Potable Well #5 Contract – Abandonment of Potable Wells 1 and 2 p. 10
 - D. Oceanwood Subdivision Sidewalk Improvements p. 15
4. SENIOR CENTER
 - A. Water Intrusion Damage Report p. 48
5. ORDINANCES
 - A. ORDINANCE NO. 2025-03, FIRST READ AND PUBLIC HEARING. An Ordinance Amending the Operating Budget for Fiscal Year 2025, Beginning October 1, 2024 and ending September 30, 2025. p. 60
6. POLICE DEPARTMENT
 - A. RESOLUTION NO. 2025-06, PUBLIC HEARING. A Resolution of the City of Neptune Beach, Florida, Approving Photo Enforcement Services Agreement, Providing for Severability, and Providing an Effective Date. p. 65
7. ADJOURN

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING **THE ABOVE SPECIAL MEETING**

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. PUBLIC COMMENTS
4. PROPOSED ORDINANCES / NONE
5. CONTRACTS / AGREEMENTS / NONE

6. ISSUE DEVELOPMENT

- A. FY 25-26 Millage Rate Discussion p. 88
B. Penman Road Complete Streets Improvement Project Presentation – Peters and Yaffee, Transportation & Traffic Engineering

7. PUBLIC COMMENTS

8. COUNCIL COMMENTS

TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE ABOVE WORKSHOP

1. CALL TO ORDER / ROLL CALL

2. PUBLIC COMMENTS – PENMAN ROAD COMPLETE STREETS IMPROVEMENT PROJECT

3. PUBLIC COMMENTS – OPEN TOPICS

4. ADJOURN

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statute, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at least 48 hours prior to the meeting.

Residents attending public meetings can use the code **DD14** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

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

- **To use a kiosk:** Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.
- **To use the Flowbird app:** Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."



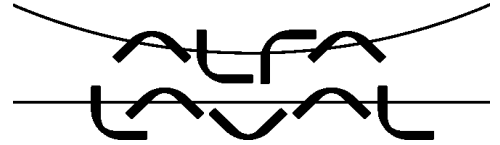
**Special Meeting
Agenda Item #3A
Belt Filter Press
Phase 2**

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

AGENDA ITEM:	Water Reclamation Facility Belt Filter Press Rehabilitation Phase 2
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	February 4, 2025
BACKGROUND:	The water reclamation facility treats over 650,000 gallons per day of wastewater. Biosolids produced from the treatment process of approximately 200,000 gallons per month must be dewatered in the belt filter press prior to disposal. Improvements in belt filter press performance results in drier biosolids and therefore reduced landfill costs. The press was originally installed in 1997 and prior to Phase 1 work in 2023, only marginal rehabilitation was performed. This second phase of work will result in essentially a rebuilt machine. FY25 approved capital budget included \$75,000 for a new biosolids load-out; these dollars will be used instead to complete this requested work, and load-out replacement budget will be included in FY26 budget request. This single point of failure in the treatment process would cause significant budgetary impact if failure occurred. Trucking by tanker un-thickened biosolids would require transport to a facility that would accept it. Previous hauling during a failure of the press in 2022 to JEA's Buckman Facility was at a rate of \$0.29 per gallon, or \$52,000 in hauling costs. If down for an extended period of time various rental providers are typically available. Alfa Laval, Inc. technicians visited the site in January 2025 and developed a quote of \$43,430.19 for Phase 2 work: • Three days of technician on-site and two travel days • Allowance of \$1,000 for airfare if needed • Required parts Due to the technical nature of this equipment, sole source purchase of parts and labor through the manufacturer Alfa-Laval, Inc. is suggested. Code of Ordinances, Article VI, Finance, Section 2-377 (b)(5) addresses sole source: "(b) The formal bid procedure defined in subsection (a) is not required in the following cases: 5. Contracts for the maintenance or servicing of equipment, which are made with the manufacturer or authorized service agent of equipment when the maintenance or servicing can best be performed by the manufacturer or authorized service agent where such a contract would otherwise be advantageous to the city;"

BUDGET:	Budget report 2/04/25 indicates FY25 Current Budget for Sewer Machinery and Equipment (401-4335-535-60-64) of \$684,648.00 with \$610,615.00 remaining.
RECOMMENDATION:	Approve award to Alfa Laval, Inc. in the amount of \$43,430.19.
ATTACHMENT:	Quote from Alfa Laval

Quotation

**Customer**

Neptune Beach, City of
2010 Forest Ave

Neptune Beach, FL 32266-1557
UNITED STATES

Delivery address

Neptune Beach, City of
Attn:
2010 Forest Ave
Neptune Beach, FL 32266-1557
UNITED STATES

Page:

1(3)

Your reference

Invoice address Neptune Beach, City of Attn: Accts Payable 2010 Forest Ave Neptune Beach, FL 32266-1557 UNITED STATES	Your reference Date of request 01/31/2025 Customer request no Quote	Quote no O-250131-00828 Version 2	Your VAT reg no Goodsmark Delivery contact xxx
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Our reference

Contact person Ross Locklin	Our reference Melanie Arnett	Date 02/03/2025 Payment terms Net 30 Days	Expiry date 04/01/2025
Delivery method Truck Freight Delivery terms (Incoterms 2020*) DAP - Delivered At Place Neptune Beach		Cust no E78402	

Delivery dates are best estimates. Where zero days are quoted, items are available ex-stock subject to prior sale.

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	Quantity	Net price	Amount
1	SDLP Separation Daily Rate			3.00 PCE	2,100.00	6,300.00
2	SDLP Separation Daily Rate			2.00 PCE	2,100.00	4,200.00
3	L Airfare if needed.			1.00 AMT	1,000.00	1,000.00
4	AS010625KIT WEDGE PLATE KIT, KP2 CS NYLON		45	1.00 PCE	16,166.89	16,166.89
5	AS017564KIT SCRPR ASSY, LWR LH KP 1.5M CS-G		80	1.00 PCE	2,046.54	2,046.54
6	AS017565KIT SCRPR ASSY UPR LH 1.5M CS-G		74	1.00 PCE	1,868.49	1,868.49

Alfa Laval Inc. (AL) will process personal data supplied by you for the purpose of enabling AL to perform any contractual obligations towards you and to fulfil AL's statutory obligations. An application by you for information of your personal data registered by us must be made in writing to AL. The general conditions of sale are according to AL's General Conditions Of Sale if nothing else is stated. An extra copy of these conditions will be sent to you upon request. The goods to be delivered may be subject to export license requirement. AL reserves the right to cancel the order without any liability for damage or loss arising out of or relating to the cancellation in the event such an export license is not granted by competent export control authority. Attention of the buyer is drawn to the following: Indirect, special and/or consequential damages are excluded from Supplier's liability and Supplier's total liability shall never exceed a maximum cumulative amount equal to 15 % of the contract price. If the cost of raw materials, supplies and/or transport significantly increases, through no fault of AL, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in such costs. Should parts of the contract be held to be invalid or otherwise unenforceable in any jurisdiction, any other contract provisions shall not be affected.

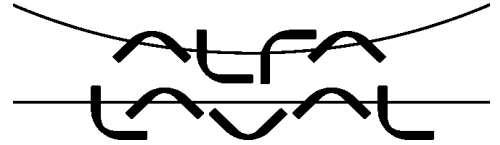
Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 123227
Dallas, TX 75312-3227

Local sales office
Alfa Laval Inc.
865 Easton Road, Suite 300
Warrington, PA 18976
United States

Contact
Tel.: (866) 253-2528
Fax: (215) 443-4100
customerservice.usa@alfalaval.com
www.alfalaval.com

Quotation

**Customer**

Neptune Beach, City of

Cust no

E78402

Your reference**Customer request no**

Quote

Quote no

O-250131-00828

Version

2

Date

02/03/2025

Page:

2(3)

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
7	AS028680HS BELT, LWR KP85 150 15R 8065		24		1.00 PCE	2,583.15	2,583.15
8	AS028648HS BELT, UPR KP85 150 15R 8065		24		1.00 PCE	2,488.00	2,488.00
9	AS012305 GEAR, PINION 1-3/4 BORE KP85		16		1.00 PCE	778.80	778.80
10	AS006651 GEAR, BULL 80T-5P, KP/AB		0		2.00 PCE	2,365.35	4,730.70
11	AS004488 !!! SEAL,HORIZ.WASHBOX		0		200.00 PCE	5.30	1,060.00

KP85 1.5M

54975-6-1427

This Estimate is Based on the Following:

Full time support from 1-2 of your staff equipped with common hand tools.

All Special tools sold with the machine are readily available

Daily Rate is defined as: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours, Monday through Friday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.

This quote is subject to Alfa Laval's attached Terms and Conditions

Access to your maintenance shop.

Access to hoisting equipment and operator if needed

Your staff will work with our technician for lock out / tag out and isolating systems

A safe clean work environment

To schedule this service please provide a formal purchase order to US.FieldService@alfalaval.com. The purchase order should include the following:

Clear statement of scope of service

Accurate bill to and ship to address

Contact information of site contact, including phone number, email or fax

Contact information of your accounts payable department

Contact information for the buyer associated with this

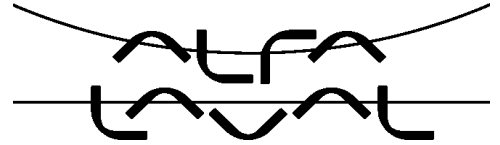
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Quotation

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Neptune Beach, City of

Cust no

E78402

Your reference**Customer request no**

Quote

Quote no

O-250131-00828

Version

2

Date

02/03/2025

Page:

3(3)

Assignm. No 1

Ln	Description	Cust Pos/Item	Lead time	VAT	Quantity	Net price	Amount
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project

This quote is subject to Alfa Laval's attached Terms and Conditions.

Item value	43,222.57
Freight	207.62

Order total USD
43,430.19

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Alfa Laval Inc.
5400 Int. Trade Drive
Richmond, VA 23231
United States
Fed. I.D. No.: 13-1681631

Please send remittance to:
P.O. BOX 123227
Dallas, TX 75312-3227

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**Special Meeting
Agenda Item #3B
Dump Truck**

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

AGENDA ITEM:	Stormwater Fund replacement dump truck and transfer of dump truck from Stormwater Fund to Public Works
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	February 6, 2025
BACKGROUND:	Public Works 2003 Chevrolet 3500 HD dump truck VIN 1GBJC34G73E184563 is experiencing electrical issues. The dealer was authorized certain hours to diagnose for possible repairs and is unable to do so. A second shop specializing in electrical repairs does not work on vehicles of this age. Public Works 2014 Ford F250 4x4 VIN 1FTBF2B69EEB27389 is utilized for trash collection on the beach and around town. It has experienced mechanical issues and is beginning to show the effects of beach driving. This agenda item proposes to trade both of the described trucks in on a new dump truck to be purchased by Stormwater Fund. This purchase would replace a 2018 Chevrolet 3500 HD dump truck VIN 1GB3KYCY5JF169456 to be transferred to Public Works for trash collection. Public Works would reimburse Stormwater Fund for this vehicle. Staff received a quote from Duval Ford of \$68,460.00 for a 2025 Ford F350 4x4 with dump body. This quote includes \$6,900.00 of trade-in credit for the 2003 and 2014 units discussed above. Pricing is based upon the Florida Sheriffs Association Light Vehicle Contract FSA 24-VEL-32 as noted in the quote. The net effect is a reduction in fleet count across Public Works and Stormwater Fund by one.
BUDGET:	Stormwater Fund 441-1441-541-60-64 (Machinery and Equipment) was not funded in FY25. Improvements, Not Buildings (441-1441-541-60-63) Current Budget is \$1,641,485. As of February 6, 2025, budget available is \$1,632,515.00. A budget transfer would be required.
RECOMMENDATION:	Award to Duval Ford in the amount of \$68,460.00.
ATTACHMENT:	Quote from Duval Ford dated January 23, 2025

Prepared for:

CITY OF NEPTUNE BEACH
RYAN SHANEYFELT
904-270-2423
rshaneyfelt@nbtfl.us

Contract Holder

DUVAL FORD
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
bambi.darr@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32254

1/23/25

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the **FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32**. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor Rate / Hr \$100	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	F3H NORTH	Item 21: Ford F350 4x4 Regular Cab Chassis 60" CA DRW F3H North	\$ 50,373.00	\$ 50,373.00
	1	99N 44G	7.3L 2V DEVCT NA PFI V8 Gas/TorqShift® Ten-Speed 10R140 with Neutral Idle Automatic with Selectable Drive Modes: Normal, Eco,	Standard	Standard
	1	640A	Equipment Group: XL (Power windows, door locks)	\$ -	\$ -
	1	145WB	145" Wheelbase 60" CA	\$ -	\$ -
	1	INCL	Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, Integrated Clearance Lamps/Turn Signals	\$ -	\$ -
	1	872	Rear View Camera and Prep Kit (includes loose camera, wiring bundle)	\$ 413.00	\$ 413.00
	1	X4L	4.30 Ratio Limited Slip Rear Axle	\$ 383.00	\$ 383.00
	1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier ● Optional on XL, XLT, Includes trailer plug 6 or 7 way ● Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip ● Recommend Locking Differential , Includes (52B) electric Brake controller	\$ 1,985.00	\$ 1,985.00
	1	512	Spare Tire, Wheel and Jack (Excludes carrier; includes Hydraulic Jack (61J); required in RI)	\$ 348.00	\$ 348.00
	1	SBO 1	Factory Camera Install (Requires (872) Camera Kit	\$ 238.00	\$ 238.00
	1	DB 1	Standard Dump Bodies. Godwin 9' 2 Yd- 13" Sidesincludes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underdrive, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	\$ 20,802.00	\$ 20,802.00
	1	31*	Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage mso, body certification label and pre-delivery inspection. Second Stage MSO required for Tag.	\$ 625.00	\$ 625.00
	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP	\$ 125.00	\$ 125.00
	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	\$ 68.00
	1	APPRAISAL	2003 3500 HD / 1GBJC34G73E184563 / 35K MILES	\$ (2,200.00)	\$ (2,200.00)
	1	APPRAISAL	2014 F-250 / 1FTBF2B69EEB27389 / 70K MILES	\$ (4,700.00)	\$ (4,700.00)
	1	Z1	Oxford White	\$ -	\$ -
	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage;	No Charge	\$ -
	1		Vinyl Floor	Standard	\$ -
	1			\$ -	\$ -
		TOTAL LABOR HOURS			
		Additional Notes	2025 MODEL		
UNIT COST					\$ 68,460.00
TOTAL QUANTITY				1	
TOTAL PURCHASE					\$ 68,460.00



**Special Meeting Agenda
Item #3C
Well #5 Change Order**

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

AGENDA ITEM:	Change Order to Potable Well 5 Contract - Abandonment of Potable Wells 1 and 2
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	February 6, 2025
BACKGROUND:	CONB is currently constructing potable Well 5 to replace Wells 1 and 2 which were constructed in 1938 and 1944, respectively. Well 2 was taken out of service in 2020 due to reduced production and Well 1 was removed from service in summer of 2024 due to observed operating conditions. Abandonment of Wells 1 and 2 is required by condition of St. Johns River Water Management District (WMD) permit. Abandonment includes filling the wells with cement slurry. Wells are 852' and 615' deep. Partridge Well Drilling Co., Inc. was awarded construction of Well 5 following a bid process. Partridge has provided a quote for abandonment of Wells 1 and 2 while mobilized in the amount of \$56,885.00. It is possible additional costs will be incurred due to obstructions requiring removal and unforeseen voids in the wells. Mobilization costs in Phase II of the abandonment process are being avoided with this proposed change order in addition to bid costs and time. Only three contractors participated in Well 5 bid and Partridge was significantly lower than others. Partridge provided well abandonment services for City of Atlantic Beach in March 2024, and this quote is similar. Additionally, Partridge will be responsible for WMD permit compliance and coordination of the abandonments.
BUDGET:	401-4336-536-60-63 Improvements – Not Buildings. FY25 Current Budget is \$1,799,439.76. As of February 6, 2025, Budget Remaining is \$1,253,539.00.
RECOMMENDATION:	Award Change Order to Partridge Well Drilling Co., Inc., in the amount of \$56,885.00. Any cost overruns due to site conditions encountered will be brought to Council prior to work if possible.
ATTACHMENT:	• Partridge Well Drilling Co. quote • Well abandonment specifications as amended by Partridge

PARTRIDGE

WELL DRILLING CO., INC.

(904) 269-1333



Company: City of Neptune Beach
Address: 2010 Forest Ave
Neptune Beach, FL 32266

2/3/2025

Contact: Ryan Shaneyfelt
Phone: 904-270-2423

E-Mail: rshaneyfelt@nbfl.us

Project: City of Neptune Beach

Site: 1019 5th St. Neptune Beach, FL 32266

Scope: Abandonment of (2) straight 10" Floridan Aquifer Wells

Abandonment of a well of this size and depth are usually done in phases. The first phase is preparing the well for abandonment by providing access to the well, measuring the depth of the well, and installing tremie. An accurate measurement of the well depth is required for the permit application and to estimate the amount of materials required to plug the well. Prices for the different phases will be outlined later. For this size well a permit & completion report are required.

Phase II consists of mobilizing grouting rig and support equipment to the site and pumping the first cement slurry mix into the well. When abandoning wells by this method several trips are sometimes required to get the grout to return to the surface. Therefore, we have broken our proposal into unit rates for each mobilization required to complete the abandonment.

Description:	Rate		Est. Units	Extension
PHASE I				
Mobilization with tremie and tagging equipment -----	\$500.00	X	2	\$1,000.00
Permit / completion reports as required -----	\$0.00	X	2	\$0.00
Labor - Hour Rate (remove well head, tag well, & install tremie) ---	\$265.00	X	4	<u>\$1,060.00</u>
ESTIMATED TOTAL PHASE I				\$2,060.00

City of Neptune Beach

PHASE II

Mobilization / cement pumping & support equipment	\$3,750.00	X	0	\$0.00
10" Abandonment -(852' or less) includes up to 530 sacks cement slurry	\$29,150.00	X	1	\$29,150.00
10" Abandonment -(615' or less) includes up to 380 sacks cement slurry	\$25,675.00	X	1	\$25,675.00
Mobilization - Additional trips - per trip (if required) -	\$250.00	X	0	\$0.00
Cement - Additional Sacks - per sack (if required) -	\$30.00	X	0	\$0.00
ESTIMATED TOTAL PHASE II				\$54,825.00

ESTIMATED TOTAL PHASE I & PHASE II \$56,885.00

THE BALANCE FOR EACH ITEM WILL BE DUE WHEN INVOICED. 1.5% interest per month (18% per annum) plus reasonable attorney's fees will be charged to past due accounts.

*Price includes completion reports and all paper work required. Price subject to change due to permit provisos.

*Price assumes that wells is 10" or less in diameter and are less than 860' deep.

*Price does not include the following:

1. Drilling out well if required.
- 2 Cutting well off below grade after abandonment.

Owner(s) grant to Partridge Well Company, Inc. the right to enter upon and drive vehicles, including heavy trucks, over his property to site using most efficient means of ingress and egress at sole discretion of Partridge Well Drilling Company Inc. and agrees to release and save harmless Partridge Well Drilling Company, Inc. from any and all damage to said property and all equipment, fixtures or improvements located upon, on or under the ground. This proposal subject to change unless signed, returned and order to proceed is given within 30 days. The above proposal is accepted at the prices and terms specified herein. It is agreed that the seller will retain title to any equipment or materials that may be furnished until final payment is made as agreed. The seller shall have rights to remove same and seller will be held harmless for any damages resulting from the removal thereof.

PLEASE NOTE THAT THIS IS ONLY AN **ESTIMATE**. THE PRICE WILL PROBABLY CHANGE.
THERE IS NO WAY TO KNOW HOW MUCH TIME OR MATERIAL WILL BE REQUIRED.
WE CAN PROVIDE A LUMP SUM, IT WILL COVER ALL POSSIBLE SCENARIOS AND
BE MORE THAN THE **ESTIMATE**.

City of Neptune Beach

Date _____



Partridge Well Drilling Co., Inc.

Well Abandonment Notes

All work completed shall be in accordance with Florida Administrative Cod Rule 40D-3.531 Abandoned Well Plugging.

The contractor shall apply for and acquire permits from authorized agencies, as required.

It is the responsibility of the water well contractor to restore to original condition any common area altered or damaged during the course of the abandonment.

The contractor shall be a licensed water well contractor in the State of Florida that meets the requirements of the local jurisdiction administering the water well construction program.

Obstructions shall be cleared from the well prior to plugging. Removing obstruction(s) is not included in our proposal. If required, it will be an additional cost. We will know if this will be required after we perform phase I of our proposal and tag the bottom of the well.

The well pad shall be removed, and the casing shall be cut approximately three feet below land surface after grouting. We did not include removing the well pad and cutting the well below grade in our proposal. This scope of work does not have to be done by a licensed well contractor after the well is abandoned and is typically done by others.

The well shall be abandoned using the tremie pipe method. The bottom of the tremie pipe shall initially be set five feet from the bottom of the well and grouted in one continuous lift to land surface with neat cement or bentonite grout (estimated 100 feet).

Bentonite grout cannot be used to abandon the well if it is dry and cannot be placed any higher in the well than the height of the static water level.

All cement used on all work shall be Florida Class II sulfates resistant cement (ASTM C150, Type II). Type I, II cement is not commonly used anymore. While it is still listed in FL water well construction rules it is/has been phased out. We now use the following: Type I, II, or IL cement. All listed are approved by SJRWMD.

conforming to the "Specifications for oil well cements and cement additives" (API Standard 10A). The grout shall meet all applicable water management district and local requirements. Grout may contain no more than 5% by weight gel cement using high yield bentonite drilling mud additive.

The water used for mixing the grout shall be from a potable source and shall be clean and free from all deleterious materials. Cool clean potable water shall be used to mechanically mix with cement at the site immediately before placement. The contractor shall make arrangements to secure the volume of potable water required to complete the work.

If cementing activities require observation by the applicable water management district or local delegated representative, the contractor shall notify and coordinate cementing activities to accommodate this requirement at no additional cost to the owner.

No construction operations shall be permitted until the grout has cured a minimum of 24 hours.

A copy of each state drilling permit and stat well completion record shall be given to the owner, and state or local regulatory agencies upon completion of the work.



**Special Meeting
Agenda Item #3D
Oceanwood Sidewalks**

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

AGENDA ITEM:	Oceanwood Subdivision Sidewalk Improvements
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	February 7, 2025
BACKGROUND:	Staff has identified various sidewalk panels within the Oceanwood Subdivision that require replacement due to cracking or uplifting. In addition, this project will add six handicap accessible ramps and adjust curbing accordingly. Staff identified an existing City of Jacksonville contract with Jax Utilities Management, Inc. and has successfully used their services. City Attorney has approved use of this contract. Jax Utilities Management, Inc. has provided a quote of \$41,471.61 for the removal and replacement of existing damaged panels (approximately 1,100 ft), provide six handicap accessible ramps while adjusting curb as needed.
BUDGET:	Public Works General Fund 001-1441-541-60-63 (Improvements – Not Buildings) FY25 Current Budget is \$516,004.27. As of February 7, 2025, budget available is \$350,000.
RECOMMENDATION:	Award to Jax Utilities Management, Inc. in the amount of \$41,471.61.
ATTACHMENT:	• Jax Utilities Management, Inc. project quote • City of Jacksonville contract documents (original and first amendment) • City of Neptune Beach piggyback agreement with Jax Utilities Management, Inc.



Jax Utilities Management, Inc.
5465 Verna Boulevard
Jacksonville, FL 32205
904-779-5353

Estimate

Date	Estimate #
1/29/2025	070921

City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

Bid# CP-0135-22
Contract# 70280-23

Project

Description	Qty	Rate	Total
Oceanwood Drive Sidewalk Repair Ref: COJ Contract# 70280-23			
Sidewalk Removal and Replacement per Square Yard	488	69.36	33,847.68
21. Concrete Handicapped Ramp (5" Depth - Remove and Replace)	67	113.79	7,623.93
Jason James 904-237-4194		Total	\$41,471.61

Terms and Conditions: Payment due upon completion of work, or at the option of Jax Utilities Management, Inc. (JUM) 30 days after invoice for completed job or interim progress billing. It is understood and agreed by the parties that JUM is entitled to receive payment for all work, labor, materials, and equipment furnished and performed hereunder when invoiced to customer. In the event any payment is not paid when due, JUM reserves the right to terminate this agreement and shall be entitled to recover all charges for which payment is sought. Customer hereby authorizes any Attorney at Law for JUM in an action on this agreement in any court of law in the county where contractor resides for the recovery of any amount due hereunder together with interest at the rate of 1 ½ % per month plus attorney fees and court costs
THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE SPECIFIED ABOVE

Signature _____

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
CONCRETE MAINTENANCE AND CONSTRUCTION – SOUTH AREA**

THIS CONTRACT for concrete maintenance and construction in the South Area (hereinafter the "Project") is made and entered into this 12 day of April, 2023 (hereinafter the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "Owner" or the "City"), and **JAX UTILITIES MANAGEMENT, INC.**, a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the "Contractor").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the next lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the maintenance and construction of concrete sidewalk, curb, curb and gutter, driveways, roadway, minor storm sewer, and ancillary items in the South Area, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made February 16, 2023.

2. Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in strict accordance with plans and specifications prepared by Robert Young for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number CP-0135-22, bid date August 21, 2022, designated as *Specifications for Concrete Maintenance and Construction (South Area)*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total amount not to exceed TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00), at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such

purchase orders are issued.

3. The term of this Contract shall commence on the Effective Date and shall remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2023, with four (4) one-year renewal options.

4. On Contractor's faithful performance of this Contract, Owner will pay Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

5. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County as required by Section 255.05, Florida Statutes.

6. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause for convenience by giving Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to Contractor's representative who signed this Contract at the address specified in the Contract Documents.

7. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

ATTEST:

By James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By [Signature]
Lenny Curry, Mayor
OWNER
Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

[Signature]
Signature
Anne Marie James
Type/Print Name
Secretary
Title

JAX UTILITIES MANGEMENT, INC.

[Signature]
Signature
Charles D. Freshwater
Type/Print Name
President
Title

CONTRACTOR

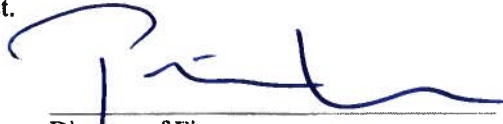
Encumbrance & funding information is found on the next page.

ENCUMBRANCE & FUNDING INFORMATION:

Account Nos.: Various
Amount: \$2,000,000.00
TOTAL: **\$2,000,000.00**

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(c) *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.



Director of Finance
City Contract No. 70280-23

Form Approve:



Office of General Counsel



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

March 3, 2023

City of Jacksonville, Florida
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY

Principal: Jax Utilities Management, Inc.

Bond No: NFL 3432

Project: CONTRACT NUMBER 70280-23, Concrete Maintenance and Construction (South Area)

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to teresa@floridasuretybonds.com
or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
Merchants National Bonding, Inc.

Gloria A. Richards
Attorney-In-Fact
& Florida Licensed Resident Agent

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 70280-23

PERFORMANCE BOND NUMBER NFL 3432

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

Executed in 2 Counterparts

Amount: \$2,000,000.00

As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, Florida 32205

Telephone: 904-779-5353

As to the Surety:

Name: Merchants National Bonding, Inc.

PO Box 14498, Des Moines, IA 50306-3498

Principal Business Address: (6700 Westown Parkway, West Des Moines, IA 50266-7754)

Telephone: (515) 243-8171

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Project Name: Concrete Maintenance and Construction (South Area)

Description of Project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the maintenance and construction of concrete sidewalk, curb, curb and gutter, driveways, roadway, minor storm sewer, and ancillary items in the South Area, all in accordance with plans, drawings, and specifications.

All of the City south and east of the St. Johns River and extending south to the St. Johns County Line, Jacksonville, Florida

THIS BOND WILL BE ISSUED ON AN ANNUALLY RENEWABLE BASIS.

RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.

THIS FIRST TERM OF THIS BOND SHALL EXPIRE ON SEPTEMBER 30, 2023.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

Bond No. NFL 3432

Executed in 2 Counterparts

KNOW ALL MEN BY THESE PRESENTS, that JAX UTILITIES MANAGEMENT, INC., as Principal (hereinafter the "Contractor"), and Merchants National Bonding, Inc., a corporation organized and existing under the laws of the State of Iowa and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 70280-23 (the "Contract"), dated as of the 7th day of April, 2023, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the maintenance and construction of concrete sidewalk, curb, curb and gutter, driveways, roadway, minor storm sewer, and ancillary items in the South Area, in strict accordance with plans and specifications prepared by Robert Young for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number CP-0135-22, bid date August 21, 2022, designated as *Specifications for Concrete Maintenance and Construction (South Area)*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor, and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance

with the Contract requirements; (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and, (3) pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and at law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

PROVIDED FURTHER, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of

completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED FURTHER, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED FURTHER, that during any interim period after the City has declared Contractor to

be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

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

SIGNED AND SEALED this 7th day of April, 2023.

WITNESS:

JAX UTILITIES MANAGEMENT, INC.

Anne Marie James
Signature

Anne Marie James
Type/Print Name

Secretary
Title

Charles D. Freshwater
Signature

Charles D. Freshwater

President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Sylvia Sulecki
James R. McCarroll

Merchants National Bonding, Inc.

By Gloria A. Richards

Gloria A. Richards *
Its Attorney-in-Fact and Florida Licensed Resident Agent *

AS SURETY

Name of Agent: Robert P. O'Linn/Florida Surety Bonds, Inc.

Address: 620 N. Wymore Road, Suite 200

Maitland, FL 32751

*Inquiries: 407-786-7770

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

James R. McCarroll
Office of General Counsel

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.
THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 70280-23

PAYMENT BOND NUMBER NFL 3432

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

Executed in 2 Counterparts
Amount: \$2,000,000.00
As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, Florida 32205

Telephone: 904-779-5353

As to the Surety:

Name: Merchants National Bonding, Inc.

PO Box 14498, Des Moines, IA 50306-3498

Principal Business Address: (6700 Westown Parkway, West Des Moines, IA 50266-7754)

Telephone: (515) 243-8171

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Project Name: Concrete Maintenance and Construction (South Area)

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the maintenance and construction of concrete sidewalk, curb, curb and gutter, driveways, roadway, minor storm sewer, and ancillary items in the South Area, all in accordance with plans, drawings, and specifications.

All of the City south and east of the St. Johns River and extending south to the St. Johns County Line, Jacksonville, Florida

THIS BOND WILL BE ISSUED ON AN ANNUALLY RENEWABLE BASIS.
RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.
THIS FIRST TERM OF THIS BOND SHALL EXPIRE ON SEPTEMBER 30, 2023.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

Bond No. NFL 3432

Executed in 2 Counterparts

KNOW ALL MEN BY THESE PRESENTS, that JAX UTILITIES MANAGEMENT, INC., as Principal (hereinafter the "Contractor") and Merchants National Bonding, Inc., a corporation organized and existing under the laws of the State of Iowa and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 70280-23 (the "Contract"), dated as of the 7th day of April, 2023, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the maintenance and construction of concrete sidewalk, curb, curb and gutter, driveways, roadway, minor storm sewer, and ancillary items in the South Area, in strict accordance with plans and specifications prepared by Robert Young for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number CP-0135-22, bid date August 21, 2022, designated as *Specifications for Concrete Maintenance and Construction (South Area)*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida

Statutes, supplying Principal with labor, materials, or equipment that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work and any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and at law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials, or equipment shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED FURTHER, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or equipment in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or equipment, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes

last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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

SIGNED AND SEALED this 7th day of April, 2023.

WITNESS:

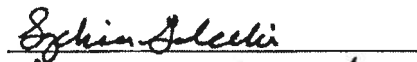
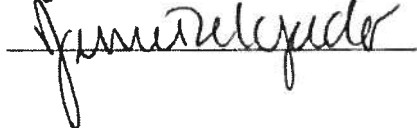

Signature
Anne Marie James
Type/Print Name
Secretary
Title

JAX UTILITIES MANAGEMENT, INC.

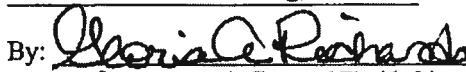

Signature
Charles D. Freshwater
Type/Print Name
President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Merchants National Bonding, Inc.

By:  Gloria A. Richards *
Its Attorney-in-Fact and Florida Licensed Resident Agent *

AS SURETY

Name of Agent: Robert P. O'Linn/Florida Surety Bonds, Inc.

Address: 620 N. Wymore Road, Suite 200
Maitland, FL 32751

*Inquiries: 407-786-7770

Form Approved:


Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



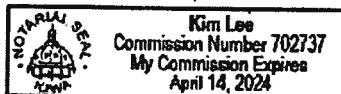
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary

POA 0018 (10/22)

Contract Purchase Agreement POA-70280-23



Agreement	POA-70280-23
Agreement Date	22-FEB-2023
Revision	0
Agreement Amount	2,000,000.00 USD
Solicitation Number	CP-0135-22

Sold To **City of Jacksonville**
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier **Jax Utilities Management, Inc.**
5485 Verna Boulevard
JACKSONVILLE, FLORIDA 32205

Notes Pricing in accordance with CP-0135-22 Concrete Maintenance and Construction (South Area).

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20506	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
TBD	30-Sep-2023	David Klages dklages@coj.net		

This Order is subject to the General Conditions attached here to.
 Manufacturer's Federal excise tax exempt no 59-89-0120K
 Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Dustin L. Freeman, Chief of Procurement Division

SUBJECT: CONCRETE MAINTENANCE AND CONSTRUCTION (SOUTH AREA)

BID #: CP-0135-22

OPEN DATE: 8/31/2022

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION CONTRACT – DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2023 WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: RIGHT OF WAY & STORMWATER MAINTENANCE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to reject ONAS Corporation for not providing proof of meeting the project-specific minimum requirements detailed in Section 3, Appendix G.

Recommend approval of award to the lowest responsive, responsible bidder, C.A.P. Contracting, Inc., in the initial annual not-to-exceed expenditure amount of \$2,000,000.00. Period of service will be from the date of executed contract through September 30, 2023 with four (4) one (1) year renewal options.

Funding for this award will be encumbered from various Right of Way and Stormwater Maintenance Division accounts, executed by formal contract through the Office of General Counsel, and processed via individual Purchase Orders.

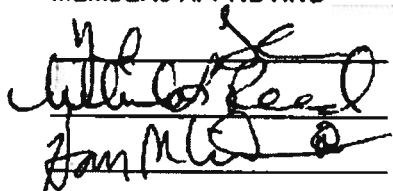
ATTACHMENTS: Recommendation Memo, EBO Review, Bid Tabulation, Rejection Letter, Attachment G, Scope of Work, Basis of Award

ANALYST: 
an DAVID KLAGES

RESPECTFULLY SUBMITTED: 
JUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: JAMES CARROLL, CHIEF, RIGHT OF WAY AND STORMWATER MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 11/17/2022
 OTHER: _____

ACTION OF AWARDING AUTHORITY

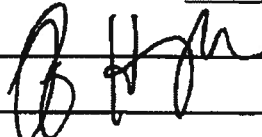
DATE 11/17/2022

APPROVED ☒

DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION


Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

#70280-23
AMD #1

**FIRST AMENDMENT TO CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
CONCRETE MAINTENANCE AND CONSTRUCTION – SOUTH AREA**

THIS FIRST AMENDMENT to Contract for concrete maintenance and construction in the South Area (hereinafter the “Project”) is made and entered into this 6 day of September, 2023 (hereinafter the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the “Owner” or the “City”), and **JAX UTILITIES MANAGEMENT, INC.**, a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the “Contractor”).

RECITALS:

WHEREAS, on April 7, 2023, City and Contractor made and entered into City of Jacksonville Contract No. 70280-23 (hereinafter the “Contract” for the Projects; and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by providing additional funding in the amount of \$2,000,000.00 (which amount includes a 4.4% CPI rate increase for all unit prices) for the period October 1, 2023, through September 30, 2024, thereby increasing the maximum indebtedness by \$2,000,000.00 to an amount not to exceed \$4,000,000.00, and by exercising the first of four (4) one-year renewal options, thereby extending the period of service from October 1, 2023, through September 30, 2024, with three (3) one-year renewal options remaining and with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Contract as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and incorporated herein by this reference.

2. Section 2 of said Contract is amended by providing additional funding in the amount of \$2,000,000.00 (which amount includes a 4.4% CPI rate increase for all unit prices) for the period October 1, 2023, through September 30, 2024, thereby increasing the maximum indebtedness by \$2,000,000.00 to an amount not to exceed \$4,000,000.00, and as amended shall read as follows:

“2. Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in strict accordance with plans and specifications prepared by Robert Young for the Right of Way and Stormwater Maintenance

Division of the Department of Public Works, bid number CP-0135-22, bid date August 21, 2022, designated as *Specifications for Concrete Maintenance and Construction (South Area)*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total amount not to exceed FOUR MILLION AND 00/100 DOLLARS (\$4,000,000.00), at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued."

3. Section 3 of said Contract is amended by exercising the first of four (4) one-year renewal options, thereby extending the period of service from October 1, 2023, through September 30, 2024, with three (3) one-year renewal options remaining, and as amended shall read as follows:

"3. The term of this Contract shall commence on the Effective Date and shall remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2024, with three (3) one-year renewal options."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment in duplicate the day and year first above written.

ATTEST:

By  
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By 
Donna Deegan, Mayor

OWNER

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

WITNESS:


Signature

Anne-Marie James

Type/Print Name

Secretary

Title

JAX UTILITIES MANGEMENT, INC.


Signature

Charles D. Freshwater

Type/Print Name

President

Title

CONTRACTOR

Encumbrance & funding information is found on the next page.

ENCUMBRANCE & FUNDING INFORMATION:

Account Nos.: Various
Amount: \$2,000,000.00
TOTAL: **\$4,000,000.00**

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e) *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.



Director of Finance
City Contract No. 70280-23, 1st Amendment

Form Approve:


Office of General Counsel

SUBJECT: CONCRETE MAINTENANCE AND CONSTRUCTION (SOUTH AREA)

BID #: CP-0135-22

OPEN DATE: 8/31/2022

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION CONTRACT – DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2023 WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: RIGHT OF WAY & STORMWATER MAINTENANCE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to utilize the first renewal option with Jax Utilities Management, Inc. (contract #70280-23) in the annual not-to-exceed expenditure amount of \$2,000,000.00, including a 4.4% CPI rate increase for all unit prices. Total revised not-to-exceed award amount will be \$4,000,000.00. Period of service will be from October 1, 2023 through September 30, 2024 with three (3) one (1) year renewal options remaining.

Funding for this award will be encumbered from account 32111.153101.565051.001118.00000000.00000000 and various other agency accounts, executed by formal contract amendment #1 through the Office of General Counsel, and processed via Purchase Order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2023. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

ATTACHMENTS: Recommendation Memo, Supplier's Letter, Basis of Award, Previous Awards

ANALYST: DRK
DAVID KLAGES

RESPECTFULLY SUBMITTED: [Signature]
JUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: JAMES CARROLL, CHIEF, RIGHT OF WAY AND STORMWATER MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 **MEMBERS DISAPPROVING** 0 **DATE:** 7/13/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY

DATE 7/14/23

APPROVED ✓

DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION

[Signature]

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Contract Purchase Agreement POA-70280-23 Change Order 1



Agreement	POA-70280-23
Agreement Date	17-MAY-2023
Change Order	1
Change Order Date	17-JUL-2023
Revision	1
Agreement Amount	4,000,000.00 USD
Solicitation Number	CP-0135-22

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier **Jax Utilities Management, Inc.**
5465 Verne Boulevard
JACKSONVILLE, FLORIDA 32205

Notes C/O to add time and money (\$2,000,000.00) per Renewal 1 (new NTE amount is \$4,000,000.00).

Pricing in accordance with CP-0135-22 Concrete Maintenance and Construction (South Area).

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20506	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
07-Apr-2023	30-Sep-2024	David Klages dklages@coj.net		

This Order is subject to the General Conditions attached here to.
 Manufacturer's Federal excise tax exempt no 59-89-0120K
 Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Dustin L. Freeman, Chief of Procurement Division

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **Jax Utilities Management, Inc.**, (“Contractor”), concerning that certain contract with The CITY OF JACKSONVILLE.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, (CITY OF JACKSONVILLE) awarded a bid solicitation through Request for Proposal or Invitation to Bid # 71929.22 to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“CITY OF JACKSONVILLE Contract”), which is attached hereto and incorporated herein as **Exhibit “A”**; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the CITY OF JACKSONVILLE Contract except as amended herein; and

WHEREAS, the CITY OF JACKSONVILLE Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the CITY OF JACKSONVILLE Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses and the CITY OF JACKSONVILLE Contract are incorporated by reference herein.

2. Amendments. The CITY OF JACKSONVILLE Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the CITY OF JACKSONVILLE Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the CITY OF JACKSONVILLE Contract and terms of this Agreement to “piggyback,” the terms of this Agreement to “piggyback” shall prevail. The scope of services, equipment, goods and products provided, and prices in the CITY OF JACKSONVILLE Contract contained in Exhibit “A” shall be incorporated herein. In addition, the City of Neptune Beach and its equivalent staff and address shall be substituted for the VCCDD, Florida and its staff and addresses, as may be required in the awarded CITY OF JACKSONVILLE Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Public Records Compliance. Contractor agrees that, to the extent that it may “act on behalf” of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains

public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CATHERINE PONSON, CITY CLERK
(904) 270-2400
CLERK@NBFL.US
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Brevard County in the Brevard County Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

8. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

9. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any

contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Duval County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

12. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. This agreement may be signed in counterparts and electronic copies and signatures shall be deemed as if originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

THE CITY OF NEPTUNE BEACH:

By: _____
Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By: _____
City Clerk

JAX UTILITIES MANAGEMENT, INC.:

Signature: _____


Print Name: Charles D. Freshwater

Print Title: President

Attested By: _____

Anne-Marie James, Secretary/Treasurer
(Signature, Printed Name, Title)

Approved as to Legal Form and Content by:


Vose Law Firm, City Attorney

Senior Center Water Damage

Report to City Council
February 18, 2025

Background

- Summer 2023
 - Following reports of odors, it was determined roof drains were discharging under the structure and roof seams (where six individual structures are joined) were found peeling in many places
 - Roofer patched the failing seams
 - It was assumed the odors were due to moisture entering the building from roof drains, as one inch of water is about 3,100 gallons
- Summer 2024
 - Odors were reported again
 - Contractor utilized moisture meter and identified northwest meeting room as a target
 - Wall paneling was removed, exposing wood rot and wet fiberglass insulation
 - Based upon these results, additional moisture readings were taken throughout the building
 - Water intrusion expert was hired and produced a report of findings with possible solutions

Findings – Fiber Board Panel Gaps

- Gaps allowing water entry (at vinyl trim reveal)
- Panels inconsistently secured and some pulling away due to failing nails
- Difficult to install caulk in narrow gaps
- No sealant in joint between modular units



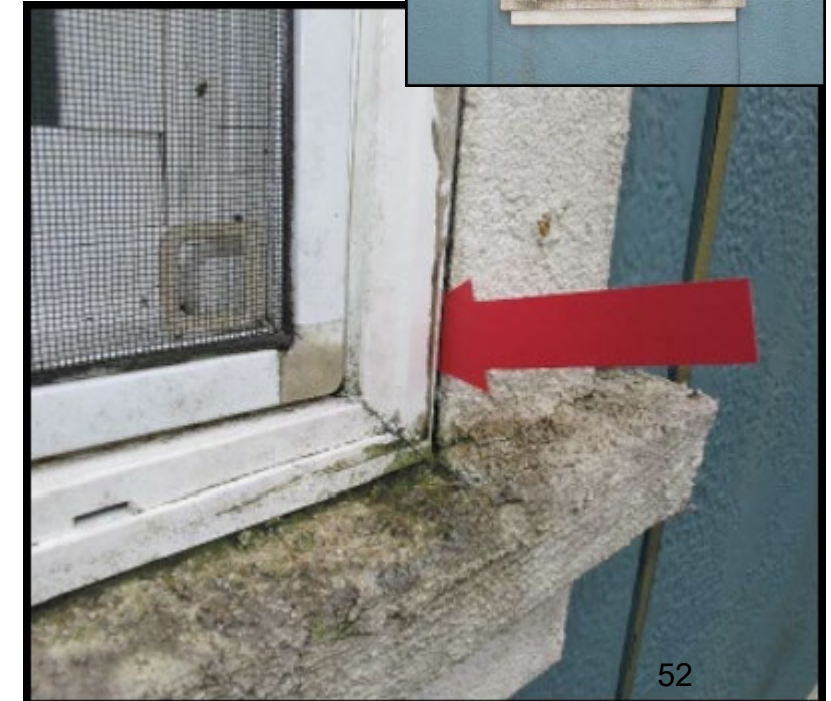
Findings – Stucco Trim Along Parapet Wall

- Exposed mesh due to lack of stucco; typical throughout
- Cracking as shown is typical
- Metal wall flashing behind stucco assembly would prevent building entry; however, water could enter through unsealed penetrations below flashing
- Water entering stucco assembly would damage OSB roof deck below metal roof panels



Findings – Stucco Trim Around Windows and Doors

- Typical cracking and loss of sealant allowed water intrusion and damaged OSB siding
- Window fasteners rusted
- Trim over door in northwest room damage
- Windows were not wrapped with moisture barrier and taped



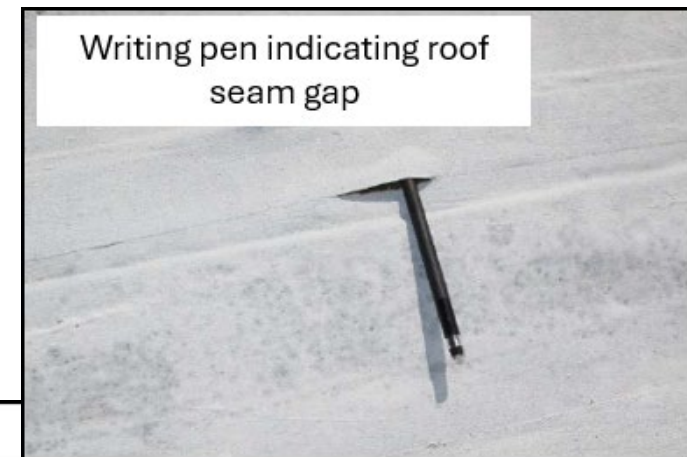
Findings – Roof

- Roof is single-ply membrane, pitched east/west directing water to drains
- Rigid insulation not utilized; attic space contains fiberglass insulation
- Membrane in corners not properly fabricated
- Sealant failing at various membrane penetrations



Findings – Roof

- Roof membrane seam failure where individual building units are joined
- Water damage to OSB found around drain in reported leak location
- Method of drains installation and location in question



Roof

15. Field Observations:

Location: East roof parapet wall

Roof drain installed too close to the parapet does not allow adequate distance for proper installation of the roof membrane and drain assembly.

No drain sump was observed, the drain bowl appeared to be installed on the roof deck.



Repair Options

- Option 1 – Apply sealants, caulk joints, secure loose exterior panels, repair penetrations, repair stucco trim. Apply elastomeric coating to building exterior. Seal roof penetrations, adjust roof drains and repair affected roof, seal penetrations in parapet wall including termination bar. Install metal coping over parapet wall.
 - Pro: Least expensive
 - Con: Labor intensive and will require on-going inspection (original sealants failed within five years), difficult to apply caulks and sealants to tight gaps of fiber cement panels, no guarantee all water entry points controlled. Undiscovered roof leaks.
- Option 2 – Same as Option 1 but stucco trim is replaced with pressure treated wood or fiber board trim. Replacement of stucco trim along parapet wall will require reconfiguration of metal roof-to-wall flashings over porch roof.
 - Pro: Eliminates stucco trim
 - Con: Same labor intensity as Option 1, and increased cost associated with stucco removal and replacement. Undiscovered roof leaks.

Options 1 and 2 - Add batten board instead of attempting to caulk fiber panel joints

Repair Options

- Option 3 – Cover or replace existing fiber cement panels with building wrap and fiber cement lap siding. Replace stucco trim with pressure treated wood or fiber board. Remove parapet wall, roof drains and install new roof system.
 - Pros: Complete building envelope rehabilitation. More “home-like” appearance.
 - Cons: More costly initially (but lower inspection and maintenance required)
- Option 4 – Only replace the north and west exteriors because east and south protected by deck roof. Seal/caulk all other gaps. Apply elastomeric coating to building exterior. Roof repairs same as Options 1 and 2: Seal roof penetrations, adjust roof drains and repair affected roof, seal penetrations in parapet wall including termination bar. Install metal coping over parapet wall.
 - Pros: Less costly than Option 3, but affords increased protection on north and west
 - Cons: North and west exterior would be different than east and south. Undiscovered roof leaks.

Options 3 and 4 – Use
commercial-grade vinyl siding

Project Delivery Options and Estimates

- Water intrusion report shared with contractors for options and budget development
- Excluded are repairs to interior, including drywall. Ductwork is resolved.
- Piggyback Contract versus Bid
 - Piggyback avoids delay with bidding, but limits choices and market-cost test
 - Bid will require some level of specifications to be developed
- ACON Construction – Piggyback through COJ contract
 - CONB prior experience with Neptune House contract
 - Fully rebuilt roof – \$80,850
 - ½” Densdeck Coverboard throughout, drains, Carlisle Sure-Weld TPO 0.060, flashing, etc.
 - 20-year no dollar limit warranty from manufacturer
 - Exterior - \$125,495
 - North and West sides - Remove windows, wrap exterior, reinstall windows, insulation, and new Hardi Panels, trim and paint; General Conditions, contingency for unseen conditions
 - East and South sides as well - additional \$25,245

Project Delivery Options and Estimates

- Tremco – Piggyback through Omnia Partners
 - Exterior and Minor Roof Repair - \$235,000
 - Proposing a metal panel, exposed fastener wall system for all four sides; 20-year labor and material warranty
 - Waterproofing building wrap, sealant and waterproofing windows
 - Minor roof repairs around drains; five-year warranty
 - New coping installed at roof to wall connection
 - Exterior and Major Roof - \$310,000
 - Same exterior package
 - New roofing membrane mechanically attached **over** current system
 - 15-year material and labor warranty for roof
- Contractor not under piggyback
 - New roof and lap siding on all sides - \$170,000



Replacement Options

- Demolish existing prefabricated modular building, rebuilding with traditional around existing deck and its roof
 - ACON Construction indicates too difficult and would result in the additional cost of elevating the new structure (stem wall) to meet deck elevation
- Build new at Jarboe Park, possibly connecting to Neptune House
 - Neptune House builder ACON Construction indicates current price per foot of \$300 to \$1,000 for commercial construction
 - Neptune House was \$481k in 2018 (~ 2,100 sf) – “...before COVID and all the storms and inflation which has the new building cost nearly triple”



**Special Meeting
Agenda Item #5A
Ord. No. 2025-03
Budget Amendments**

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

AGENDA ITEM:	Special Meeting Agenda Item 5A – Ordinance No. 2025-03, An Ordinance Amending the Operating Budget for Fiscal Year 2025, Beginning October 1, 2024, and ending September 30, 2025.
SUBMITTED BY:	Chief Financial Officer Jamie Hernandez
DATE:	February 12, 2025
BACKGROUND:	Each year, the City Council adopts a budget by ordinance. The Council can amend the budget in the same manner as the original budget. Ordinance No. 2025-03 outlines the requested budget amendments.
BUDGET:	See ordinance for details
RECOMMENDATION:	Consider Ordinance No. 2025-03 at First Read and move forward for adoption on March 3, 2025
ATTACHMENT:	Ordinance No. 2025-03

INTRODUCED BY:
MAYOR BYLUND



ORDINANCE NO. 2025-03

A BILL TO BE ENTITLED

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF NEPTUNE BEACH, FLORIDA FOR FISCAL YEAR 2025, BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025.

WHEREAS, the City of Neptune Beach adopted an operating budget for the Fiscal Year 2025; and

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

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

Section 1. The Fiscal Year 2025 Final Budget be Amended as shown on the attached Budget Amendment Request.

Section 2. The Ordinance shall become effective immediately upon its passage by the City Council

	Current Balance	Amendment	Amended Budget FY 24-25
001-0000-271-00-00	(5,362,499.10)	20,587.44	(5,341,911.66)
<i>Fund Balance</i>			
<i>To cover for increase on mobile equipment not part of the adopted budget FY 24-25.</i>			
441-0000-166-30-00	1,012,543.43	(13,887.44)	998,655.99
<i>Equipment</i>			
<i>To account for the transfer of a 2018 Silverado from Stormwater to Public Works.</i>			
001-1441-541-60-64	-	13,887.44	13,887.44
<i>Machinery & Equipment</i>			
<i>To account for the transfer of a 2018 Silverado to Public Works from Stormwater.</i>			
001-1115-515-30-40	5,000.00	9,100.00	14,100.00
<i>Travel & Per Diem</i>			

001-1115-515-30-54	6,000.00	(3,000.00)	3,000.00
<i>Books, Subscriptions & Memberships</i>			
001-1115-515-30-55	1,500.00	600.00	2,100.00
<i>Educational Courses</i>			
<i>To record appropriation of Fund Balance to increase the funding for required certifications.</i>			
109-0000-271-00-00	(1,431,339.94)	13,993.00	(1,417,346.94)
<i>Fund Balance-Better Jax</i>			
<i>Requesting moving funds to the General Fund from Better Jax to fund the construction of showers facility at the beach access before the season.</i>			
001-0000-389-10-00	(1,704,703.00)	(41,174.88)	(1,745,877.88)
<i>Appropriated Fund Balance</i>			
<i>To record the transfer of funds to cover various expenses not included in the adopted budget.</i>			
441-0000-271-00-00	(3,956,270.25)	68,460.00	(3,887,810.25)
<i>Retained Earnings</i>			
<i>To appropriate fund to purchase a dump truck necessary for Stormwater daily operations</i>			
441-0000-389-00-00	-	(68,460.00)	(68,460.00)
<i>Appropriated Fund Balance</i>			
<i>To record the appropriation of funds to purchase F-350 dump truck.</i>			
510-5100-516-10-12	139,323.00	55,416.67	194,739.67
<i>Regular Salaries</i>			
510-5100-516-10-21	10,947.00	4,239.38	15,186.38
<i>FICA</i>			
510-5100-516-10-16	3,780.00	4,260.08	8,040.08
<i>Paid Time Off</i>			
510-5100-516-10-22	7,142.00	3,879.17	11,021.17
<i>Retirement Contributions</i>			
510-5100-516-10-23	8,973.00	8,973.00	17,946.00
<i>Health Insurance</i>			
510-5100-516-10-25	1,100.00	335.42	1,435.42
<i>Life Insurance</i>			

510-5100-516-10-24 <i>Worker's Comp</i>	245.00	94.50	339.50
50-0000-341-10-00 <i>IT Services & Charges</i>	(479,403.00)	(77,198.21)	(556,601.21)
001-1119-519-30-41 <i>Communications Services</i>	230,000.00	38,376.96	268,376.96
103-1110-569-30-41 <i>Communications Services</i>	2,100.00	980.75	3,080.75
401-1110-569-30-41 <i>Other Current Charges</i>	10,000.00	20,585.00	30,585.00
430-1110-569-30-41 <i>Communications Services</i>	-	10,741.87	10,741.87
441-1110-569-30-41 <i>Communications Services</i>	1,400.00	4,635.48	6,035.48
500-1110-569-30-41 <i>Communications Services</i> <i>To record appropriation of additional salaries and benefits to fund Geographical Information System Specialist position.</i>	3,500.00	1,877.43	5,377.43

VOTE RESULTS OF FIRST READING:

Mayor Corrine A. Bylund
Vice Mayor Nia Livingston
Councilor Josh Messinger
Councilor Tim Horvath
Councilor Brent Rogers

Passed on First Reading this ____ day of _____, 2025.

VOTE RESULTS OF SECOND READING:

Mayor Corrine A. Bylund
Vice Mayor Nia Livingston
Councilor Josh Messinger
Councilor Tim Horvath
Councilor Brent Rogers

Passed on Second and Final Reading this ____ day of _____, 2025.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:

Paul Waters, City Attorney



**Special Meeting
Agenda Item #6A
Res. No. 2025-06
Speed Camera
Contract**

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

AGENDA ITEM:	Special Meeting Agenda Item #6A -Resolution 2025-06: Approval of Photo Enhancement Services Agreement with Altumint, Inc.
SUBMITTED BY:	Paul Waters, City Attorney
DATE:	February 18, 2025
BACKGROUND:	The City entered into a Photo Enhancement Services Agreement with Altumint, Inc., on April 27, 2024 which provides automated traffic violation detection, imaging and administrative services. the City enacted Ordinance 2024-01 authorizing the use of automated traffic services such as those for contracted under the Altumint, Inc. Agreement. Section 316.0776 (3) (c), Florida Statutes requires that, "Before a county or municipality contracts or renews a contract to place or install a speed detection system in a school zone pursuant to s. 316.008(9), the county or municipality must approve the contract or contract renewal at a regular or special meeting of the county's or municipality's governing body." As such, the Agreement is submitted to the Council for approval by adoption of Resolution 2025-02.
RECOMMENDATION:	Recommend Adoption of Resolution 2025-06
ATTACHMENT:	Draft Resolution 2025-06 with Attachment "A" (Photo Enhancement Services Agreement with Altumint, Inc.)



RESOLUTION NO. 2025-06

A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, APPROVING PHOTO ENFORCEMENT SERVICES AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Neptune Beach desires to approve that certain Photo Enhancement Services Agreement with Altumint, Inc. entered into on April 27, 2024 which provides automated traffic violation detection, imaging and administrative services; and

WHEREAS, the City of Neptune Beach enacted Ordinance 2024-01 authorizing the use of automated traffic services such as those for contracted under the Altumint, Inc. Agreement; and

WHEREAS, Section 316.0776 (3) (c), Florida Statutes requires that, "Before a county or municipality contracts or renews a contract to place or install a speed detection system in a school zone pursuant to s. 316.008(9), the county or municipality must approve the contract or contract renewal at a regular or special meeting of the county's or municipality's governing body."; and

WHEREAS, Formal bid procedures are not required for the purchase and contracts for the use or purchase of data processing equipment or data processing systems software and reproduction equipment Article VI, Division 2, Section 2-377 (b) (7) of the City of Neptune Beach Code of Ordinances.

THEREFORE, BE IT RESOLVED, by the City of Neptune Beach City Council as follows:

Section 1. The City Council has reviewed and hereby approves, adopts and ratifies the Altumint, Inc., agreement which is attached hereto and incorporated herein as **Exhibit "A"**.

Section 2. This Resolution shall become effective on the date of its adoption by the City Council.

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

Done and adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this _____ day of February, 2025.

Cori Bylund, Mayor and Chairperson

ATTEST:

Catherine Ponson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

A handwritten signature in blue ink, appearing to read "Paul H.", is written over a horizontal line.

City of Neptune Beach Attorney

EXHIBIT "A"



Photo Enforcement Services Agreement

City of Neptune Beach, Florida

This **Photo Enforcement Services Agreement** (the "Agreement") is made and entered into this 27th day of April 2024 (the "Effective Date"), by and between Altumint, Inc., a Maryland corporation registered to do business in Florida, with offices at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706 ("Altumint"), a Florida profit corporation, and City of Neptune Beach, Florida, with an office at 116 First St., Neptune Beach, FL 32266 ("Client").

1. Background

Whereas, Altumint is in the business of providing automated traffic violation detection, imaging and administrative services to authorized municipalities and government agencies in compliance with state law and local code of ordinances, using Altumint's proprietary systems (as more specifically described herein below, the "Services"); and

Whereas, Client is an authorized municipality or government agency with a need for such Services; and

Whereas, Client desires to contract, pursuant to the terms and conditions of this Agreement, with Altumint for the provision of such Services.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Client and Altumint agree as follows:

2. Services

During the Term of this Agreement, and in consideration of the Fees specified in Schedule A ("Altumint Fees") and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Altumint shall use reasonable commercial efforts to provide the Services to Client in accordance with the terms and conditions of this Agreement. Services shall include the following:

a. Detection and Recording of Potential Traffic Violations

Altumint will make available to Client certain Speed Detection Systems as defined in §316.003(83) Florida Statutes ("FS") (hereinafter "Speed Detection System(s)"), which work in conjunction with a using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation, using photographic, video, or electronic camera and, at Altumint's expense but in accordance with the fees set forth in this Agreement, may also include certain equipment provided by third parties, to produce photographs, video or digital images of vehicles potentially violating traffic laws, and which may include, but are not limited to, portable, mobile and or fixed site camera systems ("Speed Detection System") to detect and record potential traffic violations at the service locations(s) selected by Client ("Recorded Events"). Altumint and Client each agree to operate the Speed Detection System in a manner consistent with the terms and conditions of this Agreement and in full compliance with Florida law and County Code, including without

limitation, Chapter 2023-174 Laws of Florida as codified in Chapter 316 FS, and including any administrative rules or directives promulgated by the Florida Department of Transportation ("FDOT"). Client and Altumint also each agree to operate all Speed Detection Systems in compliance with applicable and prevailing laws of the state and/or local jurisdiction.

b. Initial Validation of Recorded Events

Altumint will promptly perform a preliminary review of Recorded Events data for the sole purpose of attempting to filter Recorded Event data that is of insufficient quality for further use. For example, and without limitation, Altumint may filter Recorded Events data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. Client will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by Altumint and the authorization and issuance of a citation thereafter.

c. Motor Vehicle Records

Altumint will promptly retrieve applicable Motor Vehicle Administration ("MVA") records from Florida and other states' databases for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. Client agrees to provide Altumint with the required authorizations and applicable access codes for Altumint to effectuate such retrieval of MVA records, if such authorizations are legal. The retrieval of MVA records by Altumint is solely for the purpose of presenting such information to Client and Client shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. Altumint agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by law, the owner of the database, any government or Client.

d. Access to Website

After Altumint has completed its preliminary review of Recorded Events data, Altumint shall post Recorded Events data not filtered by Altumint to Altumint's proprietary Vioview™ software via the internet to allow for Client's review of Recorded Events on Altumint's website and authorization and issuance of citations. Availability of the website and Vioview software will be generally twenty-four (24) hours per day, seven (7) days per week; provided, however, that such availability is subject to change without advance notice as a result of system maintenance, unplanned downtime, and other factors and circumstances beyond Altumint's control. Altumint will not be responsible for any such reasonable unavailability or downtime. Client's use of the website and Vioview software is governed by the terms of this Agreement and the Terms of Service posted on the website. (Schedule B)

e. Payments by Mail and Online

Citation payments may be made by check, money order, or credit card. Altumint, directly and or through Altumint's third-party processor, will process payments made by mail and, at no additional cost to Client, provide the capability for individuals receiving citations to view and

pay citations online by credit card. All citations and delinquent notices will expressly state that all payments of fines are to be made payable to Client at the designated physical or website address. All payments of citations will be deposited into the Lockbox Account described in Section 8 below. Payments of citations will be tracked using the system of record, Vioview Financial Tracking System ("Vioview FTS").

f. Citations and Delinquent/Final Notices, Printing, and Mailing

Altumint, directly or through Altumint's printing services provider, at no additional cost to Client, will print and mail a citation issued by Client or Client's Approving Authorities (as defined in Section 3(f) below), and one delinquent (or one Final) notice for outstanding citation (collectively, "Notices") to the registered owner/lessee/other of motor vehicles bearing State of Florida plates and out-of-state plates to whom a citation has been approved by Client. Such Notices will be in a fixed, standardized format pre-approved by Client. Delinquent or Final notices will include notification of any Related Fees as defined on Schedule A of this Agreement. Client will be responsible for ensuring that the format and content of Notices comply with all applicable laws, rules and regulations. Citations will be mailed to the individual and address specified on the issued citations, which shall be the name, and address of the registered owner/lessee/other of the vehicle as shown on the vehicle registration records. Delinquent or Final Notice(s) will be mailed to the address on the issued citation unless an updated address becomes available to Altumint.

g. Hearings

Altumint will make available, at Altumint's expense, a qualified expert representative to attend and provide testimony for the initial hearing for citations provided that Altumint received at least thirty (30) days prior written notice of each such hearing. Altumint is not responsible for the outcome of any such hearing. In the event of additional expert testimony requests Client will reimburse Altumint for costs incurred in making such expert available to testify, including reasonable travel, lodging and related expenses.

h. Maintenance and Support

Altumint will, in a timely and prompt manner, maintain and service the Speed Detection System and assist Client personnel who operate the Speed Detection System. Altumint will be on call to correct any malfunction that renders the Speed Detection System inoperable during enforcement hours. Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to Client or anyone else, except as provided in the Confidentiality Section of this Agreement.

i. Training

Altumint, at no additional charge to Client, will be responsible for training Client to perform its responsibilities under this Agreement. This includes training new operators as staffing assignments may change at the sole discretion of the Client.

j. Service Locations

Altumint shall provide to Client, without charge, technical advice as to the feasibility of proposed Service Locations.

k. Citizen Inquiries

Altumint shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (ET), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding such citations, billing and payment procedures and status of payments and hearing dates. Altumint may, at Altumint's expense, employ the services of a customer service call center with properly trained and knowledgeable attendants; Client specifically agrees that such call center's representatives are Altumint's agents, and may access and view any and all information relevant and/or necessary for the provision of the Services described hereunder.

l. Hearing Dockets

Unless agreed otherwise by the parties, on not less than a monthly basis, Altumint, in consultation with Client, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all citations then ripe for review or adjudication. Altumint shall only send a notice to appear at a hearing, approved by Client, for recipients of citations who have made a timely hearing request.

m. Collections Support

Altumint acknowledges that Client may place the collection of unpaid citations issued pursuant to the terms and conditions of this Agreement and past due debt owed to Client resulting from past due citations and Related Fees with a third party, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. Client shall be solely responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred by Client as part of that collection effort. In association with contractual agreements referenced hereunder, Altumint is hereby authorized to provide a third party with whom the Client contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations, but Client is not obligated to use the third party provided by Altumint, or pursue collection of unpaid citations at all. Altumint's obligations to cooperate and provide information to any third party whom the Client contracts to provide debt collections services shall continue throughout the term of the Agreement and for a period of twenty-four (24) months following the termination of this Agreement. Client agrees to pay Altumint an additional Processing and Administration Fee set forth in Schedule A for providing information and administrative services for the collection effort performed by a third party hired by Client.

3. Client's Responsibilities

Client acknowledges that certain aspects of the Service require the participation and cooperation of Client, without which Altumint's performance of the Services may be significantly impaired or delayed. Client is responsible for the following:

a. Service Location

Client will select the location(s) at which the Speed Detection System will detect and record potential violations ("Service Location(s)"). After the commencement of service at a Service Location, Client may elect to change the Service Location by notifying Altumint, but Altumint reserves the right to decline a request to change a Service Location that in Altumint's opinion is technically infeasible. Neither Client nor Altumint may use the Services for any purpose not allowed by law.

b. Preserve the Speed Detection System

Client acknowledges that the Speed Detection System used to detect and record Recorded Events consists of valuable personal and is the intellectual property of Altumint. Client agrees to prohibit movement of and access to the Speed Detection System by anyone other than Client and Altumint personnel, but Client is not responsible for the security of the Speed Detection System, or the intentional or negligent acts of any third parties, or traffic accidents causing damage or destruction of the Speed Detection System.

c. Operate the Traffic Speed Detection System

After installation, Altumint has the sole responsibility to operate the traffic Speed Detection System (although Client has the responsibility to issue citations), including equipment maintenance and the functions outlined in this Agreement as the responsibility of Altumint.

d. Maintain Daily Self-Test Log

Altumint will maintain a daily self-test log when applicable to record the Speed Detection System's self-test results.

e. Designate Citation Approving Authorities

Client shall select and designate certain sworn officers or other duly authorized approving authorities ("Approving Authorities") who shall review Recorded Events, identify traffic violations, and lawfully authorize and issue citations for such identified violations using the Vioview™ software and website. Client has sole responsibility for ensuring that the designated approving authorities are duly and lawfully authorized to receive and view MVA records and issue citations for pertinent traffic violations. Altumint will assign those authorities a login-ID for accessing Vioview™ software and website. The parties agree that Altumint shall not be the Approving Authority.

f. Safeguard Login Information

Client will receive one (1) login-ID to Vioview per Approving Authority. Client acknowledges

that Vioview login-IDs allow full access to Recorded Event data, including but not limited to, information derived from MVA records, and allows the ability to authorize and issue citations. Client shall be solely and exclusively responsible for safeguarding Vioview login-IDs issued to Client and ensuring that unauthorized individuals do not gain access to Vioview through use of Client's login-ID. Altumint will also provide Client one (1) Vioview FTS login-ID for the exclusive use by individuals authorized by Client to view citations and financial information. It shall be the Client's responsibility to safeguard the Vioview FTS login-ID as issued. Client will immediately notify Altumint of any compromise or suspected compromise of any login-ID within its knowledge. Use of Vioview FTS is governed by the terms of service posted on the Vioview website.

g. Collection of Citation Payments by Client

Client shall not collect citation payments in any manner that is inconsistent with the provisions of this Agreement. Client shall instruct individuals to either pay online or mail all such payments to the Lockbox Account described in the Distribution of Funds Section.

4. Credit Card Processing

Altumint will provide the capability for individuals receiving citations to pay their citations by credit card at no additional charge to Client. Altumint will provide individuals receiving citations access to its website via the internet to view and pay citations online. Altumint is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local, and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by Altumint; Altumint is authorized to charge a reasonable credit card convenience fee in compliance with state and federal law, to individuals who pay by credit card and such credit card convenience fees are not considered revenue under this Agreement and will be retained in full by Altumint. If Altumint charges a credit card convenience fee, Altumint shall disclose said fee on the payment portal of its website prior to finalizing payment, allowing the payor to opt out before the fee is implemented.

5. System Ownership, Operation, Maintenance, and Modifications

- a. Altumint does not convey any equipment or system to Client. Equipment or system or any part of the equipment or system provided or used by Altumint in connection with the provision of Services under this Agreement is and shall remain the exclusive property of Altumint. Upon termination of this Agreement as provided below, Altumint may recall all or any of its Speed Detection System and Client agrees to make such recalled portion of the Speed Detection System immediately available for retrieval by Altumint.
- b. Upgrades to Altumint's Speed Detection System and/or reinstallations and/or modifications of hardware or software which are requested in writing by the Client but reasonably not deemed necessary or required for proper, lawful system operation by Altumint, shall be made at the sole expense of Client. This includes, but is not limited to, the actual cost of the upgrades, modification, or replacements of said system, hardware or software, along with shipping expenses, travel expenses if required, and labor costs at Altumint's then-current

hourly rate. Altumint must provide to the Client a detailed accounting of these costs and expenses and the cost and expenses must be pre-approved by Client in writing and conform to Client's billing practices prior to Altumint undertaking the upgrade(s). If equipment repairs or replacement are due to Client's neglect or misuse, then Client shall reimburse Altumint the reasonable costs of such repair or replacement.

6. Software Training and Support

Throughout the Term of this Agreement, Altumint at no additional cost to Client, agrees to provide training for Altumint's Vioview and Vioview FTS software and website. Altumint will provide a reasonable number of reference manuals describing the features and operations for Vioview and Vioview FTS. Altumint will endeavor to provide updates to Vioview and Vioview FTS software within a reasonable time after they become generally available; provided, however, that Altumint has no obligation under this Agreement to update or modify its software in any way not required for lawful use. Throughout the Term of this Agreement, reasonable technical assistance will be available by telephone at no charge to Client during the hours of 8:00 a.m. to 5:00 p.m. (ET), Monday through Friday (with the exception of all state and nationally recognized holidays).

7. Altumint Fees

- a. Fees.** In exchange for the Services described in this Agreement, Client agrees to pay Altumint the Fees set forth on Schedule A. Fees will be calculated based on documentation and reports extracted from Vioview FTS. Client agrees that, subject to reconciliation and audit as hereinafter provided, such documentation from Vioview FTS is a fair and accurate basis for the calculation of the fees due under this Agreement and such documentation shall be relevant and material in any dispute between the parties with respect to fees due hereunder. Altumint and Client will have access to Vioview FTS reports. Altumint will use these reports to calculate fees due to Altumint.
- b. Cost Neutrality.** Altumint, and not Client, shall be responsible for all ongoing costs of the program. Specifically, Client shall not pay any Altumint operating expenses, "upfront" or capital costs for the Speed Detection System. In the event that the total monthly fees set forth in Schedule A exceed the net revenues of the portion of fines lawfully retained by Client in a given month, the remaining unpaid fees shall "rollover" and be added to the following month's fee total. Upon the termination or expiration of this Agreement, to the extent any such unpaid rollover amounts would otherwise be owed to Altumint, such amounts shall be forgiven, and no payment will be owed by Client. Client shall not pay any fees or expenses whatsoever "out-of-pocket" to Altumint for any services with the exception of:

 - 1) Travel and related expenses (no hourly paid) of an expert, if required, as provided in 2g above;
 - 2) Collections support in 2m above.
- c.** For the purposes of this section, "net revenues" are defined as the amount actually received by the Client as its portion of the ticket payment and does not include deduction

of Client's internal expenses.

- d. Fee Increases.** Fees may be increased at the end of each contract year by the lesser of: (i) three percent (3%); or (ii) the increase in the Consumer Price Index over the preceding eighteen (18) months. Altumint shall provide thirty (30) days' written notice prior to any such increase.

8. Distribution of Funds

As an administrative convenience to the Client and to ensure accurate and complete tracking of program funds, Altumint will establish, at no additional cost to the Client, a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. Within the Lockbox Account, Client violation payments are applied to open citations and reconciled on a weekly basis. Furthermore, on a monthly basis, on the first Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, Client expressly authorizes Altumint to distribute funds in accordance with Florida Statutes, including Client's statutory portion of the funds deposited net of the Fees set forth in Schedule A. Altumint, at no additional cost to Client, agrees to maintain such bank account for a minimum of twelve (12) months after the date of termination of this Agreement.

9. Confidentiality; Public Records

- a.** Client and Altumint agree not to disclose information related to performance of the Services under this Agreement, including but not limited to the information identified in Sections 2(c) and 2(f) of this Agreement, to anyone except as required by law (including the Public Records Act and Florida Sunshine Act), or by mutual agreement. Only trade secrets recognized by a Florida court of law as meeting the requirements for a statutory public records exemption are protected from disclosure under Florida's Public Records Act. If Altumint has a trade secrets claim as to public records (as defined by Chapter 119 FS) produced to the CITY OF NEPTUNE BEACH, contractor must clearly designate documents as "This Document Contains Trade Secrets" in bold 12 point minimum type, in the header of each page of such documents so claimed, or in another obvious location for public records other than documents. The CITY OF NEPTUNE BEACH shall then not produce such records (or portions thereof identified by Altumint) without a court order. Altumint agrees that the CITY OF NEPTUNE BEACH is not responsible for evaluating the legal validity of Altumint's trade secret claim under Chapter 119, Florida Statutes or any trade secret exemption statute claimed by Altumint, and Altumint indemnifies the CITY OF NEPTUNE BEACH, its officers, agents and employees against all claims, lawsuits, or government actions, including without limitation, attorney fees and costs through appeal for the CITY OF NEPTUNE BEACH and its officers, agents and employees, or payable by the CITY OF NEPTUNE BEACH or its officers, agents and employees to the public records requestor or State if such fees are granted by the court to the public records requestor litigant or the State. It is solely the responsibility of Altumint to ensure that a provision similar to this one is in each and every sub-contract (or lease) contractor enters into where there might be an obligation on the part of Altumint or CITY OF NEPTUNE BEACH

to produce public records under Florida's Public Records Law, Chapter 119 FS.

- b. PUBLIC RECORDS ACCESS PROVISION REQUIRED BY FLORIDA LAW:** Altumint shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Altumint shall keep and maintain public records required to perform the services under this Agreement.
- c.** This Agreement may be unilaterally canceled by the CITY OF NEPTUNE BEACH for refusal by Altumint to either provide public records to the CITY OF NEPTUNE BEACH upon request, or to allow inspection and copying of all public records made or received by Altumint in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- d.** If Altumint meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

 - 1) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the CITY OF NEPTUNE BEACH. If the CITY OF NEPTUNE BEACH does not possess the requested records, the CITY OF NEPTUNE BEACH shall immediately notify Altumint of the request, and Altumint must provide the records to the CITY OF NEPTUNE BEACH or allow the records to be inspected or copied within a reasonable time. If Altumint fails to provide the public records to the CITY OF NEPTUNE BEACH within a reasonable time, Altumint may be subject to penalties under s. 119.10, F.S.
 - 2) Upon request from the CITY OF NEPTUNE BEACH's custodian of public records, Altumint shall provide the CITY OF NEPTUNE BEACH 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, Florida Statutes, or as otherwise provided by law.
 - 3) Altumint shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Altumint does not transfer the records to the CITY OF NEPTUNE BEACH.
 - 4) Upon completion of the Agreement, Altumint shall transfer, at no cost to CITY OF NEPTUNE BEACH, all public records in possession of Altumint or keep and maintain public records required by the CITY OF NEPTUNE BEACH to perform the services under this Agreement. If Altumint transfers all public records to the CITY OF NEPTUNE BEACH upon completion of the Agreement, Altumint shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements, except to the extent such records are required to be retained by law or regulation. If

Altumint keeps and maintains public records upon completion of the Agreement, Altumint shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to CITY OF NEPTUNE BEACH, upon request from the CITY OF NEPTUNE BEACH's custodian of public records, in a format that is accessible by and compatible with the information technology systems of CITY OF NEPTUNE BEACH.

IF ALTUMINT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALTUMINT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF NEPTUNE BEACH'S CUSTODIAN OF PUBLIC RECORDS by telephone at (904)270-2400, by email at clerk@nbfl.us, or at the mailing address below:

City of Neptune Beach
City Clerk's Office
Attn: Public Records Requests
116 1st St.
Neptune Beach, FL 32266

10. Term, Commencement of Service, and Termination

A. Term

The term of this Agreement shall start on the "go-live" date and remain in effect for a period of five (5) years (the "Initial Term") unless otherwise terminated as provided herein. Upon the expiration of the Initial Term, this Agreement will automatically renew for two (2) successive periods of three (3) years each (each three (3) year period being a "Renewal Term", and collectively with the Initial Term is referred to as the "Term") upon the same terms and conditions unless either Client or Altumint elects not to renew, in which case the terminating party must notify the other party in writing at least ninety (90) days prior to the commencement of the applicable Renewal Term.

B. Termination for Convenience.

Notwithstanding subsection (A) "Term" above, either party may terminate this Agreement for convenience, without cause or default, and without any damages or costs associated with such termination, by providing the other party thirty (30) days prior written notice to the non-terminating party and declare the effective date of such termination. Upon termination under this subsection the Client and Altumint shall reconcile amounts owed and/or to which each is entitled pursuant to the citation payment provisions under this Agreement, up to the date of termination of this Agreement.

C. Effect of Termination

In the event of any termination of this Agreement, Client will suspend operations of the Speed Detection System and allow Altumint to collect such Speed Detection System upon the date of termination. Client will return to Altumint within ten (10) working days of the termination date all manuals, documentation and all other property and materials of Altumint provided to Client hereunder. Altumint and Client for a period of twenty-four (24) months after the termination date will continue the collection and distribution of revenue in accordance with this Agreement. Furthermore, Altumint shall operate with a third party with whom the Client contracts to provide debt collections services in connection with their collection efforts, if any, relating to any citations for a period of twenty-four (24) months after the termination date.

D. Suspension of Services

The Client and Altumint reserve the right to suspend immediately any Services if continuation of such Services creates an unsafe condition. Upon notification from Altumint or the Client, in writing, Altumint and Client will suspend such Services until the parties agree to and resolve the condition(s) that led to the suspension. Altumint shall be obligated to continue the processing of Recorded Events prior to the notice of suspension or termination of Services, and Client shall continue the processing of all citations based upon such Recorded Events.

E. Survival of Certain Terms

The provisions of Sections 7, 8, 9, 11, 12, 13, 18 and 20 shall survive any suspension or revocation or operations or termination of this Agreement. No termination of this Agreement by either party for any reason shall serve to cancel, waive or otherwise affect any fees due to Altumint or Client hereunder resulting from Recorded Events having accrued on or before the effective date of any such termination.

10. Representations and Warranties

Client represents and warrants that:

- a. Client is a tax-exempt entity under the rules of the Internal Revenue Service.
- b. Client will comply with all applicable laws, rules, and regulations in the use of the Services and in the performance of its obligations under and connection with this Agreement.

Altumint represents and warrants that it will perform the Services with care, skill, and diligence, in a commercially reasonable and professional manner, and shall be responsible for the professional quality and technical accuracy of the Services furnished under this Agreement. Altumint shall comply with all applicable laws, rules and regulations fulfilling Altumint's obligations under this Agreement.

Altumint owns and has the right to use, and make available for use by Client, Vioview, Vioview FTS and any similar software for the purposes of providing Services under this Agreement, and that such use will not violate or infringe upon the title or rights of use of such software by others.

No Other Warranties

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALTUMINT MAKES NO OTHER WARRANTIES, EXPRESS

OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY REGARDING THE PRODUCTIVITY OF THE SYSTEM OF ALTUMINT.

11. Insurance and Limitation of Liability

Altumint shall purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance and workers' compensation insurance with limits of not less than the following: (a) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate; Property damage liability insurance with limits of \$500,000 each occurrence/\$1,000,000 aggregate. Such insurance shall include completed operations and contractual liability coverage; (b) Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate; and (c) Altumint shall comply with the requirements and benefits established by the State of Florida for the provision of Workers' Compensation Insurance. Altumint shall provide workers' compensation insurance meeting the statutory limits for Florida and Employers' Liability limits of \$500,000.

Altumint shall ensure that its insurance policies make the CITY OF NEPTUNE BEACH an additional insured, waive any right of subrogation against the CITY OF NEPTUNE BEACH or its insurers.

Altumint covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Altumint on behalf of the Client under this Agreement. Upon commencement of this Agreement, and thereafter as requested by Client, Altumint shall provide Client with a certificate or certificates evidencing the coverages required by this Section.

ALTUMINT'S MAXIMUM CUMULATIVE LIABILITY TO CLIENT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000). IN NO EVENT WILL ALTUMINT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF ALTUMINT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES

12. Indemnification

Altumint shall defend, indemnify and hold harmless the Client and all of the Client's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs such as collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Altumint, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Altumint recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Client when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Client in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Altumint of its liability and obligation to defend, hold harmless and indemnify the Client as set forth in this article of the Agreement.

In the event any lawsuit or other proceeding is brought against Client by reason of any of the above indemnifiable claim, cause of action or demand, Altumint shall, upon written notice from Client, resist and defend such lawsuit or proceeding by counsel satisfactory to Client. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract.

Nothing herein shall be construed to extend the Client's liability beyond that provided in section 768.28, Florida Statutes.

13. Compliance with Laws

Altumint and Client each agree to comply with all applicable laws governing this Agreement and the performance of its terms, including laws governing the confidentiality of information, and agree that the Services shall be used only for the permitted purposes. Altumint and Client further agree that, unless authorized by Client, the information provided by Client and/or MVA databases including the names and addresses and associated information of persons and entities that have received a citation, shall remain confidential and shall not be sold or shared with any other non-law enforcement agency, company or entity for any purpose, including but not limited to marketing, sales, and/or solicitations.

14. Force Majeure

Altumint shall not be liable for any delays or failures in the system of Altumint or otherwise in the performance of the Services, which delays, or failures are directly or indirectly caused by vandalism, flood, storm, lightning, earthquake, tornado, other Acts of God, or war, riot, sabotage, strike, utility outage or other factors or circumstances beyond Altumint's reasonable control.

15. Independent Contractors

With respect to each other, Altumint and Client are independent contractors, and neither party, nor their respective officers, agents, employees, shall be deemed to be employees by the other party for any purpose. Further, Altumint and Client shall not be deemed to be partners, agents, joint ventures, or anything other than independent contractors.

16. Assignment

Neither Altumint nor Client is permitted to assign this Agreement without the prior written consent of the other party, except that Altumint may assign this Agreement to a third party that purchases all, or substantially all, of Altumint's assets in one or a series of related transactions provided that such third party agrees in writing to honor Altumint's obligations pursuant to this Agreement.

17. Governing Law; Venue

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state courts in the State of Florida. Venue shall be in state court in the City of

Neptune Beach. Jurisdiction in federal courts is specifically waived by both parties. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and disbursements, through appeals.

18. Notices

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.

19. Retention of Records by Altumint

Altumint will store recorded images associated with issued citations and related citation information ("Event Records") developed for the Client in the course of providing Services under this Agreement in accordance with chapter 119 FS, and the following rules per HB 657 enacted July 1, 2023:

- a. Any recorded video or photograph obtained through the use of a speed detection system must be destroyed within 90 days after the final disposition of the recorded event.
- b. Altumint will provide the Client with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection.

Altumint is neither a government agency nor an "official custodian of a "public record"" as those terms are defined under the Florida Public Records Act (or any successor or other applicable statutes), the federal Freedom of Information Act, or any other jurisdictions' public records information access statutory scheme. Nevertheless, Altumint must comply with Section 119.0701, F.S. as provided above in the "Public Records" provision above if it is deemed to be "acting on behalf of" the CITY OF NEPTUNE BEACH.

20. Entire Agreement

This Agreement contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

21. Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent

permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

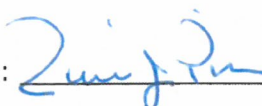
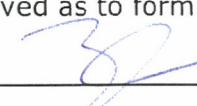
22. Counterparts

This Agreement may be executed in counterparts of each which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by .pdf or similar electronic file shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

23. Execution

Execution of this Agreement is dependent upon County Commission approval of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have affixed their signatures below:

Altumint, Inc. By: _____ Name: _____ Title: _____	City of Neptune Beach, Florida By:  _____ Name: <u>Richard J. Pike</u> Title: <u>City Manager</u> By:  _____ Name: <u>Michael J. Key Jr.</u> Title: <u>Chief of Police</u> Approved as to form: By:  _____ Name: <u>Zachary Roth, City Attorney</u> Title: <u>General Counsel</u>
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permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

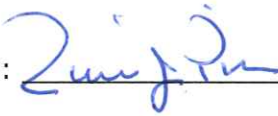
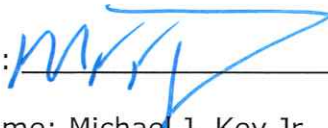
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23. Execution

Execution of this Agreement is dependent upon County Commission approval of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have affixed their signatures below:

Altumint, Inc. By:  Name: <u>Holly Cooper</u> Title: <u>CEO</u>	City of Neptune Beach, Florida By:  Name: <u>Richard J. Pike</u> Title: <u>City Manager</u> By:  Name: <u>Michael J. Key Jr.</u> Title: <u>Chief of Police</u> Approved as to form: By: _____ Name: <u>Zachary Roth, City Attorney</u> Title: <u>General Counsel</u>
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Schedule A
PHOTO ENFORCEMENT SERVICES AGREEMENT
CITY OF NEPTUNE BEACH,
FLORIDA AND
ALTUMINT, INC

1. **Service Location:** School zone speed enforcement zones may be added as directed by CLIENT and mutually agreed to by Altumint.
2. **Fee due to ALTUMINT:** For the provisioning, deployment, operation, maintenance & service of each Speed Detection System, along with our full suite of back-office processing services such as postage, printing, payment processing, certified mailing, court docket preparation, registration holds, customer service agents, reporting, etc. CLIENT shall pay ALTUMINT Fees as follows:

Speed Detection System(s)	Number of Systems	Monthly Rental Fee for Each Speed Detection System	Fixed Violation Processing Fee
BlackHawk™	4	\$3,499	No additional charge for the first 1,000 total mailed violations each month. Each additional violation is \$8 per mailed violation
Flock Falcon Cameras	4	No charge	N/A

Schedule B
Vioview™ Terms of Service
CITY OF NEPTUNE BEACH,
FLORIDA AND
ALTUMINT, INC

Last updated: August 26, 2020

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- **Country** refers to: State of Florida, United States.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Altumint Inc, 4600 Forbes Blvd., Lanham, MD 20706.
- **Device** means any device that can access the Service such as a computer, cellphone, or a digital tablet.
- **Service** refers to the Website.
- **Data** refers to motor vehicle registration data obtained for the exclusive use of issuing automated traffic enforcement citations.
- **Terms and Conditions** (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products, or services) provided by a third party that may be displayed, included, or made available by the Service.
- **Website** refers to Vioview, accessible from <https://vioview.altumint.com>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Data Usage

The Data shall only be used for the exclusive purpose of processing and issuing citations for automated traffic enforcement violations. The Data shall not be shared with any third party. You agree to destroy any hard copies of printed Data via shredding, or other means. The Data will not be made publicly available.

User Accounts

User accounts are assigned to individual users. Users agree not to share login credentials with anyone. You agree not to circumvent any authentication process to gain access to the Website.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United

States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: webmaster@altumint.com
- By phone number: 888-332-8528
- By mail: 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706, United States

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Workshop Meeting

Agenda Item #6A

Millage Rate

Millage Rate Analysis for FY 2025-26

Current Operating Millage Rate:

Current Rolled Back Rate:

Adjustment for change in per capita FL personal income:

Majority vote-maximum millage rate allowed (2x3=4)(= 3.1072 x 1.0569)

Maximum millage rate allowed (Requires 2/3 vote) (=4x1.10):

	2024	2025 (Est.) 10%
1	3.3656	3.3656
2	3.1072	3.0971
3	1.0569	1.0819
4	3.2840	3.3508
5	3.6124	3.6858

Calculating Rolled Back Rate:

Property Taxable Value 2024

Adjusted Taxable Value (Provided by Property Appraiser)

Current Year Adjusted Taxable Value

Prior Year Final Gross Taxable Value

Current Year Millage Rate

Prior Year Advalorem Proceeds

Prior Year Ad Valorem Proceeds

Current Year Adjusted Taxable Value

Rolled Back Rate

	2024	2025 (Est.)
Property Taxable Value 2024	1,375,141,625	1,503,952,748
Adjusted Taxable Value (Provided by Property Appraiser)	(13,237,953)	(9,576,265)
Current Year Adjusted Taxable Value	1,361,903,672	1,494,376,484
Prior Year Final Gross Taxable Value	1,257,338,695	1,375,141,625
Current Year Millage Rate	3.3656	3.6858
Prior Year Advalorem Proceeds	4,231,699	5,068,535
Prior Year Ad Valorem Proceeds	4,231,699	4,628,177
Current Year Adjusted Taxable Value	1,361,903,672	1,494,376,484
Rolled Back Rate	3.1072	3.0971

Millage Rate Increase for FY 2025-2026

Millage Rate:	3.3656	Property Value	Tax Value	Avg Tax
Current Taxable Value		\$ 1,375,141,625	\$ 4,628,177	\$ 1,542.73
Estimated Taxable Value Increase		128,811,123	433,527	144.51
Estimated Taxable Value for 2025:		\$ 1,503,952,748	\$ 5,061,703	\$ 1,687.23
Estimated Adjusted Taxable Value:		(9,576,265)	(32,230)	(10.74)
Requires a Majority Vote		\$ 1,494,376,483	\$ 5,029,473	\$ 1,676

Millage Rate: 5% Increase	3.5183	Property Value	Tax Value	Avg Tax
Current Taxable Value		\$ 1,375,141,625	\$ 4,838,161	\$ 1,612.72
Estimated Taxable Value Increase		128,811,123	453,196	151.07
Estimated Taxable Value for 2025:		\$ 1,503,952,748	\$ 5,291,357	\$ 1,763.79
Estimated Adjusted Taxable Value:		(9,576,265)	(33,692)	(11.23)
		\$ 1,494,376,483	\$ 5,257,665	\$ 1,753

Requires 2/3 Vote.

Millage Rate: 7.50% Increase	3.6021	Property Value	Tax Value	Avg Tax
Current Taxable Value		\$ 1,375,141,625	\$ 4,953,398	\$ 1,651.13
Estimated Taxable Value Increase		128,811,123	463,991	154.66
Estimated Taxable Value for 2025:		\$ 1,503,952,748	\$ 5,417,388	\$ 1,805.80
Estimated Adjusted Taxable Value:		(9,576,265)	(34,495)	(11.50)
		\$ 1,494,376,483	\$ 5,382,894	\$ 1,794

Requires 2/3 Vote.

Millage Rate: 10% Increase	3.6858	Property Value	Tax Value	Avg Tax
Current Taxable Value		\$ 1,375,141,625	\$ 5,068,497	\$ 1,689.50
Estimated Taxable Value Increase		128,811,123	474,772	158.26
Estimated Taxable Value for 2025:		\$ 1,503,952,748	\$ 5,543,269	\$ 1,847.76
Estimated Adjusted Taxable Value:		(9,576,265)	(35,296)	(11.77)
Requires a Majority Vote		\$ 1,494,376,483	\$ 5,507,973	\$ 1,836

Percentage Increase	0%	5%	7.50%	10%
Assessed Value	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Homestead Exemption	(50,000)	(50,000)	(50,000)	(50,000)
Taxable Value	450,000	450,000	450,000	450,000
Increase	3.3656	3.5183	3.6021	3.6858
Impact	\$ 1,514.52	\$ 1,583.24	\$ 1,620.95	\$ 1,658.61
Additional Avg Increase per Household		\$ 68.71	\$ 106.43	\$ 144.09

Jacksonville Beach	3.9947	\$3.99 per \$1,000
Atlantic Beach	3.2285	\$3.23 per \$1,000
Neptune Beach (Approved)	3.6683	\$3.37 per \$1,000

Estimated Rolled-Back Millage Rate-2025:	3.0971%
Estimated Current Operating Millage Rate:	3.3656%

Tax Impact FY2025-26

YR 2023	FY 2023-2024 (Actual)		Property Value	\$ 1,257,519,379	3000
District	District Name	Millage	Tax Value	Percentage	
1	School	6.4310	8,087,107	35.67%	2,695.70
2	Government (Duval)	8.0262	10,093,102	44.51%	3,364.37
3	Urban Svc (CONB)	3.3656	4,232,307	18.67%	1,410.77
4	Water Mgmt.	0.1793	225,473	0.99%	75.16
5	Inland Navigation	0.0288	36,217	0.16%	12.07
	Final Millage	18.0309	\$22,674,206	100.00%	7,558.07

YR 2024	FY 2024-2025		Property Value	\$ 1,375,141,625	
District	District Name	Millage	Tax Value	Percentage	
1	School	6.4310	8,843,536	35.67%	2,947.85
2	Government (Duval)	8.0262	11,037,162	44.51%	3,679.05
3	Urban Svc (CONB)	3.3656	4,628,177	18.67%	1,542.73
4	Water Mgmt.	0.1793	246,563	0.99%	82.19
5	Inland Navigation	0.0288	39,604	0.16%	13.20
	Final Millage	18.0309	\$24,795,041	100.00%	8,265.01
			\$2,120,835		

YR 2025	FY 2025-2026		Property Value	\$ 1,494,376,483	
District	District Name	Millage	Tax Value	Percentage	
1	School	6.4310	9,610,335	35.67%	3,203.45
2	Government (Duval)	8.0262	11,994,165	44.51%	3,998.05
3	Urban Svc (CONB)	3.3656	5,029,473	18.67%	1,676.49
4	Water Mgmt.	0.1793	267,942	0.99%	89.31
5	Inland Navigation	0.0288	43,038	0.16%	14.35
	Final Millage	18.0309	\$26,944,953	100.00%	8,981.65
			\$4,270,747		

YR 2025	FY 2025-2026	5% Increase	Property Value	\$ 1,494,376,483	
District	District Name	Millage	Tax Value	Percentage	
1	School	6.4310	9,610,335	35.37%	3,203.45
2	Government (Duval)	8.0262	11,994,165	44.14%	3,998.05
3	Urban Svc (CONB)	3.5183	5,257,665	19.35%	1,752.55
4	Water Mgmt.	0.1793	267,942	0.99%	89.31
5	Inland Navigation	0.0288	43,038	0.16%	14.35
	Final Millage	18.0309	\$27,173,144	100.00%	9,057.71
			\$4,498,938		

YR 2025	FY 2025-2026	7.5% Increase	Property Value	\$ 1,494,376,483	
District	District Name	Millage	Tax Value	Percentage	
1	School	6.4310	9,610,335	35.20%	3,203.45
2	Government (Duval)	8.0262	11,994,165	43.94%	3,998.05
3	Urban Svc (CONB)	3.6021	5,382,894	19.72%	1,794.30
4	Water Mgmt.	0.1793	267,942	0.98%	89.31
5	Inland Navigation	0.0288	43,038	0.16%	14.35
	Final Millage	18.0309	\$27,298,373	100.00%	9,099.46

YR 2025	FY 2025-2026	10% Increase	Property Value	\$ 1,494,376,483	
District	District Name	Millage	Tax Value	Percentage	
1	School	6.4310	9,610,335	35.04%	3,203.45
2	Government (Duval)	8.0262	11,994,165	43.74%	3,998.05
3	Urban Svc (CONB)	3.6858	5,507,973	20.08%	1,835.99
4	Water Mgmt.	0.1793	267,942	0.98%	89.31
5	Inland Navigation	0.0288	43,038	0.16%	14.35
	Final Millage	18.0309	\$27,423,452	100.00%	9,141.15