AGENDA
Regular City Council Meeting
Monday, July 7, 2025, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS

   A. Dr. Benjamin Allen, Entomologist – City of Jacksonville Mosquito Control Division

   B. FY23 – Financial Statements and Independent Auditors' Report – Purvis Gray

3. APPROVAL OF MINUTES

   A. **June 2, 2025, Budget Workshop Meeting**
   June 2, 2025, Regular City Council Meeting
   June 16, 2025, Budget Workshop Meeting
   June 16, 2025, Special City Council Meeting
   June 16, 2025, Workshop City Council Meeting
   June 16, 2025, Town Hall Meeting

4. COMMENTS FROM THE PUBLIC

5. CITY MANAGER REPORT

   A. June 2025 Report
   B. Finance and Auditor Selection Committee Report - June 27, 2025

6. CONSENT AGENDA / NONE

7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE

8. ORDINANCES

   A. ORDINANCE NO. 2025-05, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article VII, Boards and Commissions, By Creating Division 5, Historical Review Board, Providing Codification, Conflicts, Severability, and Providing an Effective Date

   B. ORDINANCE NO. 2025-09, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending the Operating Budget for the City of Neptune Beach, Florida for Fiscal Year 2025, Beginning October 1, 2024, and Ending September 20, 2025 (Senior Center fund transfer)

C. ORDINANCE NO. 2025-10, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Regarding Revisions to the Code of Ordinances by Eliminating Outdated Fee Provisions; Providing for Codification, Conflicts, Severability, and Providing an Effective Daste

9. OLD BUSINESS

A. Construction, Engineering and Inspection (CEI) Services for 3rd Street Gravity Sanitary Sewer Improvements

10. NEW BUSINESS

A. Consideration of Approval of Sea & Sky Air Show Interlocal Agreement

B. Consideration of Approval of Request for Proposals for Special Magistrate

C. Consideration of Approval of Grubbs Emergency Services, LLC Piggyback Agreement (For Disaster Debris Removal)

D. Consideration of Approval of Electrical Repairs at Water Reclamation Facility

E. Resolution No. 2025-12, A Resolution of the City of Neptune Beach, Florida, Adopting an Investment Policy to Establish a Methodology to Invest Surplus Funds of the City of Neptune Beach; Providing for an Effective Date

11. COUNCIL COMMENTS

12. 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."

2023

City of Neptune Beach, Florida

Financial Statements and Independent Auditor's Report

September 30, 2023

PURVIS GRAY

CERTIFIED PUBLIC ACCOUNTANTS

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

CITY OF NEPTUNE BEACH, FLORIDA

SEPTEMBER 30, 2023

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FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

CITY OF NEPTUNE BEACH, FLORIDA

SEPTEMBER 30, 2023

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Introductory Section

Annual Financial Report

Elected Officials

Elaine Brown – Mayor

Kerry Chin – Vice Mayor

Lauren Key – Councilor

Josh Messinger – Councilor

Nia Livingston – Councilor

*

City Council Appointed Officials

CITY MANAGER – Richard J. Pike

CITY ATTORNEY – Zachary Roth

CITY CLERK – Catherine B. Ponson, C.M.C

*

Appointed by City Manager/Confirmed by City Council

CHIEF OF POLICE – Michael J. Key, Jr.

CHIEF FINANCIAL OFFICER – Jaime F. Hernandez, MBA

PUBLIC WORKS DIRECTOR – Deryle Calhoun, Jr., P.E.

COMMUNITY DEVELOPMENT DIRECTOR – Heather Whitmore, AICO, PTP

SENIOR CENTER DIRECTOR – Leslie Lyne

Financial Section

Annual Financial Report

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

Report on the Financial Statements

Unmodified and Disclaimer of Opinions
We have audited the accompanying financial statements of the Sanitation Fund, the Stormwater Utility Fund, the Paid Parking Fund, and the aggregate remaining fund information; and we were engaged to audit the governmental activities, the business-type activities, the general fund, and the water and sewer fund of the City of Neptune Beach, Florida (the City) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Summary of Opinions

Opinion Unit	Type of Opinion
Governmental Activities	Disclaimer
Business-Type Activities	Disclaimer
General Fund	Disclaimer
Water and Sewer Fund	Disclaimer
Sanitation Fund	Unmodified
Stormwater Utility Fund	Unmodified
Paid Parking Fund	Unmodified
Aggregate Remaining Fund Information	Unmodified

Disclaimer of Opinions on the Governmental Activities, the Business-Type Activities, the General Fund, and the Water and Sewer Fund
We do not express an opinion on the governmental activities, the business-type activities, the general fund, and the water and sewer fund of the City as of and for the year ended September 30, 2023. Because of the significance of the matter described in the Basis for Disclaimer of Opinion section of our report, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on the financial statements of these opinion units.

Unmodified Opinions on the Sanitation Fund, Stormwater Utility Fund, Paid Parking Fund, and Aggregate remaining fund information
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Sanitation Fund, the Stormwater Utility Fund, the Paid Parking Fund, and the aggregate remaining fund information of the City as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

INDEPENDENT AUDITOR'S REPORT

Basis for Disclaimer of Opinions

The City posted several large entries to correct materially misstated balances in governmental activities and the general fund by posting them against miscellaneous revenues in governmental activities and the general fund. Additionally, adequate explanations could not be obtained for significant unusual analytical variances in revenues in business-type activities and the water and sewer fund. Because of this, we were unable to form an opinion regarding the amounts recorded as miscellaneous revenues in governmental activities and the general fund (stated as $531,760 and $527,275, respectively), and any related adjustments to revenue, expense, asset and/or liability accounts in governmental activities, business-type activities, the general fund, and the water and sewer fund that may have been found necessary.

Basis for Unmodified Opinions

We conducted our audit of the financial statements of the Sanitation fund, the Stormwater Utility Fund, the Paid Parking Fund, and the aggregate remaining fund information in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our unmodified audit opinions.

Emphasis of a Matter

New Accounting Policy

As described in Note 1 to the financial statements, in 2023, the City adopted new accounting guidance, Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Technology Arrangements*. Our opinions are not modified with respect to this matter.

Restatement

As described in Note 14 to the financial statements, the City restated beginning equity to correct an overstatement of beginning fund balance in the general fund and to correct an understatement of beginning net position in the stormwater fund and business-type activities. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements

Auditor's Responsibilities for the Audit of the Governmental Activities, the Business-Type Activities, the General Fund, and the Water and Sewer Fund

Our responsibility is to conduct an audit of the City's financial statements in accordance with generally accepted auditing standards and to issue an auditor's report. However, because of the matter described in the Basis for Disclaimer of Opinions section of our report, we were not able to obtain sufficient appropriate audit evidence to provide a basis for audit opinions on the financial statements of the governmental activities, business-type activities, the general fund, and the water and sewer fund.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit.

Auditor's Responsibilities for the Audit of the Sanitation Fund, the Stormwater Utility Fund, the Paid Parking Fund, and the Aggregate Remaining Fund Information

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

INDEPENDENT AUDITOR'S REPORT

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information (RSI), as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual non-major fund financial statements and the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual non-major fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reports Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report, dated June 20, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Purvis Gray

June 20, 2025
Gainesville, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

Management's Discussion and Analysis

The purpose of the Management's Discussion and Analysis (MD&A) is to provide an objective and easily readable analysis of the government's financial activities, based on currently known facts, decisions, or conditions. The Governmental Accounting Standards Board (GASB) has clearly mandated that MD&A and other required supplementary information (RSI) accompany the separately issued basic financial statements of any financial reporting entity or component unit. The management of the City of Neptune Beach (the City) offers readers of the City's financial statements this narrative overview and analysis of the financial activities for the fiscal year ended September 30, 2023.

Financial Highlights

- At close of FY 2022-23, the City's assets and deferred outflows exceeded liabilities and deferred inflows by $35,442,790 (net position). The net position of the City increased by $4,597,820.
- As of September 30, 2023, the City's governmental funds reported combined ending fund balances of $9,821,011, an increase of $4,808,712 in comparison with the prior year.
- As of September 30, 2023, the unassigned fund balance for the general fund was $5,341,286 or 62.02% of total General Fund expenditures of $8,612,055.
- General fund revenues increased by $1,461,039 or 17.50% when comparing FY22-23 $9,819,863 to FY21-22 $8,356,824.
- The City's outstanding notes payable and bonded debt decreased by $333,163 or 15.47% during fiscal year 2023. This decrease was due to normal debt payments made during the fiscal year.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components:

1. Government-wide financial statements,
2. Fund financial statements, and
3. Notes to the financial statements.

In addition to the basic financial statements, this report contains other required supplementary information to benefit users in understanding financial results.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, by providing a similar format to a private-sector business.

Statement of Net Position (Balance Sheet) presents information on all the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

Statement of Activities (Income Statement) presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both government-wide financial statements distinguish the functions of the City that are principally supported by taxes, licenses and permits, and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, culture, and recreation. The business-type activities of the City include water and sewer, sanitation, stormwater, and paid parking. The government-wide financial statements can be found on pages 14 - 15 of this report.

Financial Fund Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other states and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a City's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains thirteen individual governmental funds. Information is presented separately in the combined governmental fund balance sheet and the combined governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, which is considered a major fund. Data from the other twelve governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for all funds. Budgetary comparison schedules have been provided for all governmental funds to demonstrate compliance with the budget.

Proprietary Funds

The City maintains four proprietary or enterprise funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements.

The City uses enterprise funds to account for its water and sewer fund, the sanitation fund, stormwater fund, and the paid parking fund.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sewer fund, the sanitation fund, stormwater fund, and the paid parking fund, which are considered major funds of the City. The basic proprietary fund financial statements can be found on pages 20 - 23 of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the City (e.g., pension beneficiaries). Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary financial statements can be found on pages 24 - 25 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes for the financial statements can be found on pages 26 - 51 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City's progress in funding its obligation to provide the Police Officers pension benefits and other postemployment benefits. Required supplementary information can be found on pages 52 - 59 of this report.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information on the pension. Combining individual fund statements and schedules can be found on pages 60 - 74 of this report.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows by $35,442,790 at the close of the fiscal year ended September 30, 2023.

City of Neptune Beach's Net Position
September 30, 2023
(In Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2023	**2022**	**2023**	**2022**	**2023**	**2022**
Current and Other Assets	$ 9,289	$ 8,581	$ 7,991	$ 7,105	$ 17,280	$ 15,686
Capital Assets	6,933	7,125	16,496	16,161	23,429	23,286
Total Assets	**$ 16,222**	**$ 15,706**	**$ 24,487**	**$ 23,266**	**$ 40,709**	**$ 38,972**
Deferred Outflows	2,926	1,032	70	52	2,996	1,084
Long-Term Liabilities Outstanding	1,147	859	1,305	2,107	2,452	2,966
Other Liabilities	3,297	3,808	1,834	1,221	5,131	5,029
Total Liabilities	**$ 4,444**	**$ 4,667**	**$ 3,139**	**$ 3,328**	**$ 7,583**	**$ 7,995**
Deferred Inflows	576	1,201	103	15	679	1,216
Net Position						
Net Investment in Capital Assets	6,617	6,411	14,676	13,969	21,293	20,380
Restricted	1,743	1,728	2,642	2,448	4,385	4,176
Unrestricted	5,768	2,731	3,997	3,558	9,765	6,289
Total Net Position	**$ 14,128**	**$ 10,870**	**$ 21,315**	**$ 19,975**	**$ 35,443**	**$ 30,845**

The largest portion of the City's net position $21,292,676 (60.08%) reflects its investment in capital assets (e.g., land, buildings, and equipment); less any related outstanding debt used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

A portion of the City's net position, $4,386,391 (12.38%), represents resources that are subject to external restrictions on how they may be used. The remaining balance of the net position, $9,763,723 (27.55%) represents the unrestricted net position. At the end of the current fiscal year, the City can report positive balances in total net position, both for the whole government, as well as for its separate governmental and business-type activities. The 2023 governmental activities unrestricted net position balance increased $3,036,333 or 111.20% compared to the prior year.

Following is a summary of activities for the City during the fiscal years ended September 30, 2023, and 2022:

City of Neptune Beach's Change in Net Position
(In Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2023	**2022**	**2023**	**2022**	**2023**	**2022**
Revenues						
Program Revenues:						
Charges for Services	$ 468	$ 557	$ 8,115	$ 8,015	$ 8,583	$ 8,572
Operating Grants & Contributions	4,363	2,462	-	-	4,363	2,462
Capital Grant & Contibutions	-	38	-	-	-	38
General Revenues:						
Property Taxes	3,686	3,345	-	-	3,686	3,345
Sales & Use Taxes	954	957	-	-	954	957
Franchise & Utility Taxes	642	612	-	-	642	612
Discretionary Sales & Surtax	689	667	-	-	689	667
State Revenue Sharing	271	272	-	-	271	272
Interest Revenue	41	15	-	2	41	17
Miscellaneous	531	810	-	-	531	810
Total Revenues	**11,645**	**9,735**	**8,115**	**8,017**	**19,760**	**17,752**
Expenses						
General Government	1,840	1,654	-	-	1,840	1,654
Public Safety	4,903	3,850	-	-	4,903	3,850
Public Works	1,220	990	-	-	1,220	990
Culture & Recreation	646	442	-	-	646	442
Interest on Long-Term Debt	3	-	-	-	3	-
Water & Sewer	-	-	3,940	3,530	3,940	3,530
Sanitation	-	-	1,562	1,517	1,562	1,517
Stormwaters	-	-	679	605	679	605
Paid Parking	-	-	615	732	615	732
Total Expenses	**8,612**	**6,936**	**6,796**	**6,384**	**15,408**	**13,320**
Net Increase (Decrease) in Net Position						
Before Transfers	3,033	2,799	1,319	1,633	4,352	4,432
Transfers	225	40	(225)	(40)	-	-
Increase (Decrease) in Net Position	3,258	2,839	1,094	1,593	4,352	4,432
Net Position - Beginning	10,870	8,031	20,221	18,382	31,091	26,413
Total Net Position - Ending	**$ 14,128**	**$ 10,870**	**$ 21,315**	**$ 19,975**	**$ 35,443**	**$ 30,845**

Changes in Net Position

Governmental Activities

Governmental activities increased the City's net position by $3,257,907 accounting for a 29.97% increase in governmental net position.

Business-Type Activities

Business-type activities increased the City's net position by $1,339,913 accounting for a 6.71% increase in business-type activities net position.

Overall Financial Position

The overall financial position of the City has improved by $4,597,820, thereby accounting for a total increase in net position of 14.90%. This was attributable to the explanations given above for the governmental and business-type activities.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable resources.* Such information is useful in assessing the City's financing requirements. Unassigned *fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At the end of fiscal year 2023, the City's governmental funds reported combined ending fund balances of $5,012,299, an increase of $2,929,745 in comparison with the prior year. This increase is mostly attributed to the City not starting any Capital Improvement projects during fiscal year 2021-22.

The general fund is the chief operating fund of the City. At the end of fiscal year 2023, the unassigned fund balance of the general fund was $5,341,286 representing 62.02% of the total general fund expenditures and transfers out. The fund balance of the City's general fund increased by $2,865,053 or 82.60% during the current fiscal year.

Non-major governmental funds consisting of special revenue funds and a capital project fund have a combined fund balance of $1,512,806. The net increase in fund balance during the current year in non-major governmental funds was $59,816 or 3.08%.

Proprietary Funds

The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position in the proprietary funds at the end of the year amounted to $3,996,860.

Capital Asset and Debt Administration

Capital Assets

The City's investment in capital assets for its governmental and business-type activities as of September 30, 2023, amounts to $23,201,006 (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements other than buildings, equipment, and construction in progress. The total increase in the City's investment in capital assets for the current fiscal year was $629,002 or 2.79%.

City of Neptune Beach's Capital Assets
(Net of Depreciation)
(in Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2023	**2022**	**2023**	**2022**	**2023**	**2022**
Capital Assets Not Being Depreciated & Construction in Progress	**$ 84**	**$ 1,934**	**$ 49**	**$ 1,255**	**$ 133**	**$ 3,189**
Building and Other Improvements	5,780	3,776	15,198	13,930	20,978	17,706
Equipment	754	701	1,249	975	2,003	1,676
SBITAs	87	-	-	-	87	-
Total	**$ 6,705**	**$ 6,411**	**$ 16,496**	**$ 16,160**	**$ 23,201**	**$ 22,571**

Additional information on the City of Neptune Beach's capital assets can be found in Note 7 on pages 39 - 40 of this report.

Long-Term Debt

At the end of fiscal year 2023, the City had total bonded debt outstanding of $1,820,000. The City's debt represents a Water & Sewer Revenue Note.

Total City of Neptune Beach's Outstanding Debt
General Obligation, Revenue Bonds, and SRF Loans
(In Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2023	**2022**	**2023**	**2022**	**2023**	**2022**
Sewer Line Loan	**$ -**	**$ -**	**$ 1,820**	**$ 2,095**	**$ 1,820**	**$ 2,095**
State Revolving Fund Loan	-	-	-	58	-	58
Total	**$ -**	**$ -**	**$ 1,820**	**$ 2,153**	**$ 1,820**	**$ 2,153**

The City's total debt decreased by $333,162 (15.47%) during the current fiscal year. This decrease was due to normal debt payments made during the fiscal year.

Under Florida Statutes, no debt limit margin is placed on local governments.

Additional information on the City's long-term debt can be found in Note 8 on pages 40 - 42 of this report.

Economic Factors and Next Year's Budgets and Rates

The State of Florida, by constitution, does not have a state personal income tax and, therefore, the State operates primarily using sales, gasoline, and corporate income taxes. Local governments (cities, counties, and school boards) primarily rely on property and a limited array of permitted other taxes (sales, gasoline, utilities services, etc.) and fees (franchise, occupational license, etc.) for their governmental activities. There are a limited number of state-shared revenues and recurring and non-recurring (one time) grants from both state and federal governments.

Other Economic Factors:

- The unemployment rate for the municipal service area decreased in fiscal year to 3.1%, which compares favorably with the state's average unemployment rate of 3.02%, and the national average unemployment rate of 3.8%.
- Inflationary trends in the region compare favorably to the state and national indices. Duval County average inflation rate was 3.4%, Florida average inflation rate was 8.0%, and nationwide average inflation rate was 4.7%.

Budget Highlights:

- The City adopted the ad valorem tax rate of 3.3656 mills for its millage rate this budget year. The prior year rate was 3.3656 mills.

Requests for Information

This financial report is designed to provide a general overview of the City of Neptune Beach's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Neptune Beach, Finance Department Director, 116 First Street, Neptune Beach, Florida 32266.

Basic Financial Statements

Annual Financial Report

STATEMENT OF NET POSITION
SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Governmental Activities	Business-Type Activities	Total
Assets			
Equity in Pooled Cash and Cash Equivalents	$ 7,698,793	$ 6,848,589	$ 14,547,382
Equity in Pooled Investments	142,557	-	142,557
Accounts Receivable	-	748,115	748,115
Due from Other Governments	880,636	-	880,636
Current Portion of Leases Receivable	65,280	-	65,280
Internal Balances	501,314	(501,314)	-
Prepaid Expenses	26	-	26
Restricted Assets:			
Equity in Pooled Cash and Cash Equivalents	-	895,880	895,880
Long-Term Portion of Leases Receivable	227,508	-	227,508
Capital Assets:			
Land	37,861	-	37,861
Construction in Progress	45,994	49,407	95,401
Buildings	5,924,620	3,456,223	9,380,843
Improvements Other Than Buildings	4,867,955	26,758,661	31,626,616
Equipment	4,184,490	6,286,843	10,471,333
SBITAs	134,704	-	134,704
(Accumulated Depreciation and Amortization)	(8,490,217)	(20,055,535)	(28,545,752)
Total Assets	16,221,521	24,486,869	40,708,390
Deferred Outflows of Resources			
Pension-Related	2,757,764	-	2,757,764
OPEB-Related	168,166	70,228	238,394
Total Deferred Outflows of Resources	2,925,930	70,228	2,996,158
Liabilities			
Accounts Payable and Accrued Liabilities	709,055	687,147	1,396,202
Unearned Revenue	3,383	-	3,383
Deposits	25,122	-	25,122
Due to Other Governments	30,621	-	30,621
Current Portion of SBITAs Payable	47,528	-	47,528
Compensated Absences - Current	331,090	86,460	417,550
Payable from Restricted Assets:			
Deposits	-	220,319	220,319
Accrued Interest Payable	-	30,709	30,709
Current Portion of Loans Payable	-	280,000	280,000
Non-Current Liabilities:			
Compensated Absences - Non-Current	106,852	60,657	167,509
SBITAs Payable Long-Term	40,802	-	40,802
Loans Payable Long-Term	-	1,540,000	1,540,000
OPEB Liability	559,355	232,953	792,308
Net Pension Liability	2,590,460	-	2,590,460
Total Liabilities	4,444,268	3,138,245	7,582,513
Deferred Inflows of Resources			
Pension-Related	42,300	-	42,300
OPEB-Related	251,039	103,484	354,523
Leases-Related	282,422	-	282,422
Total Deferred Inflows of Resources	575,761	103,484	679,245
Net Position			
Net Investment in Capital Assets	6,617,077	14,675,599	21,292,676
Restricted for:			
Capital Projects	1,648,218	-	1,648,218
Debt Service	-	510,492	510,492
Renewal and Replacement	-	165,069	165,069
Other Purposes	243,264	1,967,348	2,210,612
Unrestricted	5,618,863	3,996,860	9,615,723
Total Net Position	$ 14,127,422	$ 21,315,368	$ 35,442,790

See accompanying notes.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

		Program Revenues			Net (Expense) Revenue and Changes in Net Position		
					Primary Government		
Function/Program Activities	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Primary Government							
Governmental Activities:							
General Government	$ 1,839,520	$ 355,434	$ 23,240	$ -	$ (1,460,846)	$ -	$ (1,460,846)
Public Safety	4,903,482	88,793	3,365,030	-	(1,449,659)	-	(1,449,659)
Public Works	1,219,649	-	488,453	-	(731,196)	-	(731,196)
Culture and Recreation	646,083	23,609	485,817	-	(136,657)	-	(136,657)
Interest on Long-Term Debt	3,321	-	-	-	(3,321)	-	(3,321)
Total Governmental Activities	8,612,055	467,836	4,362,540	-	(3,781,679)	-	(3,781,679)
Business-Type Activities:							
Water and Sewer	3,939,849	4,684,511	-	-	-	744,662	744,662
Sanitation	1,562,045	1,379,544	-	-	-	(182,501)	(182,501)
Storm Water Utility	679,185	1,212,843	-	-	-	533,658	533,658
Parking	614,561	838,360	-	-	-	223,799	223,799
Total Business-Type Activities	6,795,640	8,115,258	-	-	-	1,319,618	1,319,618
Total Primary Government	$ 15,407,695	$ 8,583,094	$ 4,362,540	$ -	(3,781,679)	1,319,618	(2,462,061)
		General Revenues					
		Taxes:					
		Property Taxes			3,685,590	-	3,685,590
		Sales and Use Taxes			954,407	-	954,407
		Franchise and Utility Taxes			641,527	-	641,527
		State Revenue Sharing			271,400	-	271,400
		Discretionary Sales Surtax			688,840	-	688,840
		Interest Revenue			41,062	-	41,062
		Miscellaneous			531,760	-	531,760
		Transfers			225,000	(225,000)	-
		Total General Revenues and Transfers			7,039,586	(225,000)	6,814,586
		Change in Net Position			3,257,907	1,094,618	4,352,525
		Net Position, Beginning of Year			10,869,515	19,975,455	30,844,970
		Prior Period Adjustment			-	245,295	245,295
		Net Position, Beginning of Year (Restated)			10,869,515	20,220,750	31,090,265
		Net Position, End of Year			$ 14,127,422	$ 21,315,368	$ 35,442,790

See accompanying notes.

BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	General Fund	Non-Major Governmental Funds	Total Governmental Funds
Assets			
Equity in Pooled Cash and Cash Equivalents	$ 5,766,868	$ 1,931,925	$ 7,698,793
Equity in Pooled Investments	142,557	-	142,557
Due from Other Governments	765,304	115,332	880,636
Current Portion of Leases Receivable	65,280	-	65,280
Due from Other Funds	644,211	162,000	806,211
Prepaid Expense	-	26	26
Long-Term Portion of Leases Receivable	227,508	-	227,508
Total Assets	7,611,728	2,209,283	9,821,011
Liabilities, Deferred Inflows of Resources, and Fund Balances			
Liabilities			
Accounts Payable and Accrued Liabilities	465,475	243,580	709,055
Due to Other Governments	30,621	-	30,621
Due to Other Funds	-	304,897	304,897
Unearned Revenue	3,383	-	3,383
Deposits	25,122	-	25,122
Total Liabilities	524,601	548,477	1,073,078
Deferred Inflows of Resources			
Leases	282,422		282,422
Unavailable Resources	619,146	-	619,146
Total Deferred Inflows of Resources	901,568	-	901,568
Fund Balances			
Restricted for:			
Public Safety	-	59,627	59,627
Capital Outlay	-	1,648,218	1,648,218
Other	-	183,637	183,637
Assigned:			
Community Development	-	279,324	279,324
Subsequent Year's Budget	992,273	-	992,273
Unassigned	5,193,286	(510,000)	4,683,286
Total Fund Balances	6,185,559	1,660,806	7,846,365
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 7,611,728	$ 2,209,283	$ 9,821,011

See accompanying notes.

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

Fund Balances - Total Governmental Funds	$	7,846,365
Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:		
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet:		
Capital Assets - Net		6,705,407
Certain pension and other postemployment benefits (OPEB) related amounts are being deferred and amortized over a period of years or are being deferred as contributions to the pension or OPEB plan made after the measurement date:		
Deferred Outflows Related to OPEB		168,166
Deferred Inflows Related to OPEB		(251,039)
Deferred Outflows Related to Pension		2,757,764
Deferred Inflows Related to Pension		(42,300)
Some revenues have been deferred on the balance sheet because they were not measurable and available at year-end.		619,146
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:		
SBITAs		(88,330)
Net Pension (Asset) Liability		(2,590,460)
Postemployment Benefit Obligation		(559,355)
Compensated Absences		(437,942)
Net Position of Governmental Activities	$	14,127,422

See accompanying notes.

STATEMENTS OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	General Fund	Non-Major Governmental Funds	Total Governmental Funds
Revenues			
Taxes	$ 3,955,313	$ 1,094,123	$ 5,049,436
Charges for Services	13,303	23,609	36,912
Licenses and Permits	342,566	-	342,566
Franchise Fees	370,277	-	370,277
Intergovernmental	4,525,141	123,751	4,648,892
Fines and Forfeitures	44,926	43,432	88,358
Investment Income	41,062	-	41,062
Miscellaneous	527,275	205,529	732,804
Total Revenues	9,819,863	1,490,444	11,310,307
Expenditures			
Current:			
General Government	1,745,101	-	1,745,101
Public Safety	4,273,881	-	4,273,881
Public Works	765,848	317,753	1,083,601
Culture and Recreation	298,768	147,706	446,474
Capital Outlay	470,601	557,972	1,028,573
Debt Service:			
Principal	46,374	-	46,374
Interest	3,321	-	3,321
(Total Expenditures)	(7,603,894)	(1,023,431)	(8,627,325)
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,215,969	467,013	2,682,982
Other Financing Sources (Uses)			
Proceeds on Sale of Capital Assets	49,640	-	49,640
SBITAs	134,704	-	134,704
Transfers In	575,000	-	575,000
Transfers (Out)	-	(350,000)	(350,000)
Total Other Financing Sources (Uses)	759,344	(350,000)	409,344
Net Changes in Fund Balances	2,975,313	117,013	3,092,326
Fund Balances, Beginning of Year	3,468,506	1,543,793	5,012,299
Prior Period Adjustment	(258,260)	-	(258,260)
Fund Balances, Beginning of Year (Restated)	3,210,246	1,543,793	4,754,039
Fund Balances, End of Year	$ 6,185,559	$ 1,660,806	$ 7,846,365

See accompanying notes.

RECONCILIATION OF THE STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

Net Change in Fund Balances - Total Governmental Funds		$ 3,092,326
Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is depreciated over their estimated useful lives as depreciation expense:		
Expenditures for Capital Assets	$ 952,886	
(Current Year Depreciation)	(658,845)	294,041
The changes in net pension liability and pension-related deferred outflows and inflows of resources result in an adjustment to pension expense in the Statement of Activities, but not in the governmental fund statements.		(373,986)
The changes in net OPEB obligation and OPEB related deferred outflows and inflows of resources result in an adjustment to OPEB expense in the Statement of Activities, but not in the governmental fund statements.		40,861
Some revenues have been deferred in the governmental funds because they were not available at year-end, but have been recognized in the Statement of Activities.		360,886
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes current financial resources of governmental funds. Neither transaction, however, has any effect on net position.		
SBITAs		(134,704)
Repayment of Principal		46,374
Some expenses reported in the Statement of Activities do not require use of current financial resources and, therefore, are not reported as expenditures in the funds:		
Change in Compensated Absences Payable		(67,891)
Change in Net Position of Governmental Activities		$ 3,257,907

See accompanying notes.

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Business-Type Activities - Enterprise Funds				
	Major Fund Water and Sewer	**Major Fund Sanitation**	**Major Fund Stormwater Utility**	**Major Fund Paid Parking**	**Total**
Assets					
Current Assets:					
Equity in Pooled Cash and Cash Equivalents	$ 3,865,825	$ -	$ 2,815,269	$ 167,495	$ 6,848,589
Accounts Receivable, Net of Allowance	547,607	128,662	61,479	10,367	748,115
Total Current Assets	4,413,432	128,662	2,876,748	177,862	7,596,704
Non-Current Assets:					
Equity in Pooled Restricted Cash and Cash Equivalents	895,880	-	-	-	895,880
Capital Assets:					
Buildings	3,456,223	-	-	-	3,456,223
Improvements Other Than Buildings	25,177,686	-	1,580,975	-	26,758,661
Equipment	4,795,112	301,456	1,022,009	168,266	6,286,843
Construction in Progress	-	-	49,407	-	49,407
(Less Accumulated Depreciation)	(18,927,302)	(301,456)	(771,668)	(55,109)	(20,055,535)
Total Capital Assets	14,501,719	-	1,880,723	113,157	16,495,599
Total Non-Current Assets	15,397,599	-	1,880,723	113,157	17,391,479
Total Assets	19,811,031	128,662	4,757,471	291,019	24,988,183
Deferred Outflows of Resources					
OPEB-Related	52,820	6,365	6,095	4,948	70,228
Total Deferred Outflows of Resources	52,820	6,365	6,095	4,948	70,228

See accompanying notes.

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Business-Type Activities - Enterprise Funds				
	Major Fund Water and Sewer	Major Fund Sanitation	Major Fund Stormwater Utility	Major Fund Paid Parking	Total
Liabilities					
Current Liabilities Payable from Unrestricted Assets:					
Accounts Payable and Accrued Liabilities	$ 391,006	$ 125,462	$ 98,710	$ 71,969	$ 687,147
Loans Payable - Current Portion	280,000	-	-	-	280,000
Compensated Absences	70,277	-	16,183	-	86,460
Due to Other Funds	-	333,461	-	167,853	501,314
Total Current Liabilities Payable from Unrestricted Assets	741,283	458,923	114,893	239,822	1,554,921
Current Liabilities Payable from Restricted Assets:					
Deposits	220,319	-	-	-	220,319
Accrued Interest Payable	30,709	-	-	-	30,709
Total Current Liabilities Payable from Restricted Assets	251,028	-	-	-	251,028
Non-Current Liabilities:					
Compensated Absences	49,304	-	11,353	-	60,657
Loans Payable	1,540,000	-	-	-	1,540,000
OPEB	158,675	14,959	38,611	20,708	232,953
Total Non-Current Liabilities	1,747,979	14,959	49,964	20,708	1,833,610
Total Liabilities	2,740,290	473,882	164,857	260,530	3,639,559
Deferred Inflows of Resources					
OPEB-Related	70,760	6,905	16,434	9,385	103,484
Total Deferred Inflows of Resources	70,760	6,905	16,434	9,385	103,484
Net Position					
Net Investment in Capital Assets	12,681,719	-	1,880,723	113,157	14,675,599
Restricted for:					
Debt Service	510,492	-	-	-	510,492
Renewal and Replacement	165,069	-	-	-	165,069
Stormwater	-	-	1,967,348	-	1,967,348
Unrestricted	3,695,521	(345,760)	734,204	(87,105)	3,996,860
Total Net Position	$ 17,052,801	$ (345,760)	$ 4,582,275	$ 26,052	$ 21,315,368

See accompanying notes.

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Business-Type Activities - Enterprise Funds				
	Major Fund Water and Sewer	Major Fund Sanitation	Major Fund Stormwater Utility	Major Fund Paid Parking	Total
Operating Revenues					
Charges for Services	$ 4,635,927	$ 1,379,544	$ 1,212,843	$ 829,131	$ 8,057,445
Connection Fees and Impact Fees	48,584	-	-	9,229	57,813
Total Operating Revenues	4,684,511	1,379,544	1,212,843	838,360	8,115,258
Operating Expenses					
Personal Services	1,661,594	142,550	391,236	172,781	2,368,161
Utilities	230,821	-	-	4,483	235,304
Supplies and Materials	507,514	6,029	27,829	48,575	589,947
Contractual Services	171,238	1,406,073	132,703	77,436	1,787,450
Depreciation and Amortization	845,801	-	82,471	13,008	941,280
Repairs and Maintenance	390,896	5,050	43,574	12,334	451,854
Insurance	3,102	-	802	23,966	27,870
Other Operating	66,772	2,343	-	261,978	331,093
(Total Operating Expenses)	(3,877,738)	(1,562,045)	(678,615)	(614,561)	(6,732,959)
Operating Income	806,773	(182,501)	534,228	223,799	1,382,299
Non-Operating Revenues (Expenses)					
Interest/Amortization Expense	(62,111)	-	(570)	-	(62,681)
Total Non-Operating Revenues (Expenses)	(62,111)	-	(570)	-	(62,681)
Income Before Operating Transfers	744,662	(182,501)	533,658	223,799	1,319,618
Transfers					
Transfers In	-	-	442,130	-	442,130
Transfers (Out)	(562,130)	-	-	(105,000)	(667,130)
Total Transfers	(562,130)	-	442,130	(105,000)	(225,000)
Change in Net Position	182,532	(182,501)	975,788	118,799	1,094,618
Total Net Position, Beginning of Year	16,870,269	(163,259)	3,361,192	(92,747)	19,975,455
Prior Period Adjustment	-	-	245,295	-	245,295
Net Position, Beginning of Year (Restated)	16,870,269	(163,259)	3,606,487	(92,747)	20,220,750
Total Net Position, End of Year	$ 17,052,801	$ (345,760)	$ 4,582,275	$ 26,052	$ 21,315,368

See accompanying notes.

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Business-Type Activities - Enterprise Funds				
	Major Fund Water and Sewer	Major Fund Sanitation	Major Fund Stormwater Utility	Major Fund Paid Parking	Total
Cash Flows from Operating Activities					
Cash Received from Customers	$ 4,711,099	$ 1,376,106	$ 1,499,888	$ 848,319	$ 8,435,412
Cash Paid to Suppliers	(1,230,306)	(1,406,789)	(210,774)	(391,886)	(3,239,755)
Cash Paid to Employees	(1,612,568)	(143,314)	(379,213)	(183,938)	(2,319,033)
Net Cash Provided by (Used in) Operating Activities	1,868,225	(173,997)	909,901	272,495	2,876,624
Cash Flows from Non-Capital Financing Activities					
Advances and Repayment from (to) Other Funds	-	173,997	-	-	173,997
Transfers from/(to) Other Funds	(562,130)	-	442,130	(105,000)	(225,000)
Net Cash Provided by (Used in) Non-Capital Financing Activities	(562,130)	173,997	442,130	(105,000)	(51,003)
Cash Flows from Capital and Related Financing Activities					
Payments on Leases	(25,556)	-	(12,778)	-	(38,334)
Payments on Loans and Bonds	(333,162)	-	-	-	(333,162)
Interest Paid on Revenue Bonds	(66,717)	-	(570)	-	(67,287)
Acquisition and Construction of Capital Assets	(903,663)	-	(372,578)	-	(1,276,241)
Net Cash Provided by (Used in) Capital and Related Financing Activities	(1,329,098)	-	(385,926)	-	(1,715,024)
Net Increase (Decrease) in Cash and Cash Equivalents	(23,003)	-	966,105	167,495	1,110,597
Cash and Cash Equivalents, Beginning of Year	4,784,708	-	1,849,164	-	6,633,872
Cash and Cash Equivalents, End of Year	$ 4,761,705	$ -	$ 2,815,269	$ 167,495	$ 7,744,469
Reconciliation of Cash and Cash Equivalents to Statement of Net Position					
Equity in Pooled Cash and Investments	$ 3,865,825	$ -	$ 2,815,269	$ 167,495	$ 6,848,589
Restricted Equity in Pooled Cash and Investments	895,880	-	-	-	895,880
Total Cash and Cash Equivalents	$ 4,761,705	$ -	$ 2,815,269	$ 167,495	$ 7,744,469
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities					
Operating Income (Loss)	$ 806,773	$ (182,501)	$ 534,228	$ 223,799	$ 1,382,299
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:					
Depreciation and Amortization	845,801	-	82,471	13,008	941,280
Changes in Assets - Decrease (Increase) and Liabilities - Increase (Decrease):					
Accounts Receivable	(4,163)	(3,438)	41,750	9,959	44,108
Due from Other Governments	-	-	245,295	-	245,295
Prepaid Expenses	7,055	-	-	-	7,055
Accounts Payable	132,982	12,706	(5,866)	36,886	176,708
Compensated Absences	30,026	-	5,781	(2,687)	33,120
Customer Deposits	30,751	-	-	-	30,751
Other Postemployment Benefits	19,000	(764)	6,242	(8,470)	16,008
Total Adjustments	1,061,452	8,504	375,673	48,696	1,494,325
Net Cash Provided by (Used in) Operating Activities	$ 1,868,225	$ (173,997)	$ 909,901	$ 272,495	$ 2,876,624

See accompanying notes.

STATEMENT OF NET POSITION
FIDUCIARY FUND
SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Police Officers' Plan
Assets	
Cash and Short-Term Investments	$ 187,926
Contributions Receivable	91,057
Accrued Interest Receivable	23,262
Investments:	
U.S. Government Obligations	991,012
Corporate Bonds	1,347,796
Electronically Traded Funds	1,019,868
Foreign Bonds	149,579
Mortgage-Backed Securities	104,576
Mutual Funds - Equity	4,287,760
Common Equity Securities	2,732,613
Total Investments	10,633,204
Prepaid Expenses	2,806
Total Assets	10,938,255
Liabilities	
Accounts Payable	22,775
Total Liabilities	22,775
Net Position	
Held in Trust for Pension Benefits	$ 10,915,480

See accompanying notes.

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Police Officers' Plan
Additions	
Contributions:	
Employees	$ 165,104
Employer	351,314
State of Florida	70,421
Total Contributions	586,839
Investment Income:	
Net Appreciation in Fair Value of Investments	971,972
Interest and Dividends	283,564
Total Investment Earnings	1,255,536
(Less Investment Expense)	(58,605)
Net Investment Earnings	1,196,931
Total Additions	1,783,770
Deductions	
Regular Benefit Payments	724,605
Administrative Expenses	55,972
(Total Deductions)	(780,577)
Change in Net Position	1,003,193
Net Position, Beginning of Year	9,912,287
Net Position, End of Year	$ 10,915,480

See accompanying notes.

Notes to Financial Statements

Annual Financial Report

Note 1 - Summary of Significant Accounting Policies

The City of Neptune Beach, Florida (the City) was organized under Section 6 of Chapter 15356 Laws of Florida, 1931 and is currently governed as a municipal corporation under the Home Rule Charter of the City, adopted by Laws of Florida Chapter 88-481, effective October 1, 1988. The City operates under an elected mayor-council form of government under the administration of an appointed City Manager and provides the following services as authorized by its charter: Public Safety (Police, Fire, Animal Control, and Beach Patrol), Highways and Streets, Water and Sewer, Sanitation, Public Improvements, Planning, Development, and Zoning and General Administrative Services.

The financial statements of the City have been prepared in conformity with United States generally accepted accounting principles (GAAP) as applied to governmental units. The more significant of the City's accounting policies are described below.

Reporting Entity

The accompanying financial statements present the financial position, results of operations, and cash flows of the applicable fund types governed by the City Council of the City (City Council), the reporting entity of government for which the City Council is considered to be financially accountable. The City has also considered all other potential organizations for which the nature and significance of their relationships with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. These criteria include appointing a majority of an organization's governing body and: (1) the ability of the City to impose its will on that organization; or (2) the potential for that organization to provide specific benefits to or impose specific financial burdens on the City. Other considerations are whether the organization is legally separate, whether the City holds the corporate powers of the organization, and whether there is fiscal dependency by the organization on the City. Based upon the application of these criteria, the City has no component units.

Basic Financial Statements

The government-wide and fund financial statements along with the notes to the financial statements comprise the basic financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of net position presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities demonstrates the degree to which direct expenses of a given function or activity are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or activity. Program revenues include: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or activity; and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or activity. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary funds and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures as well as expenditures related to compensated absences, other postemployment benefits (OPEB), pension benefits, and claims and judgments are recorded only when payment is due.

Taxes, intergovernmental revenue, licenses and permits, charges for services, and investment earnings associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period.

Governmental funds are those funds through which most governmental functions typically are financed. The measurement focus of governmental funds is on the sources, uses, and balance of current financial resources. The City has presented the following governmental funds:

- **Major Governmental Fund Types**
  The General Fund is the City's primary operation fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

- **Non-Major Governmental Fund Types**
  - **Special Revenue Funds**—These funds account for specific revenue sources that are restricted by law or administrative action to expenditures for specific purposes. Non-major special revenue funds include the Police Education Fund, Community Development Block Grant Fund, Convention Development Tax Fund, Forfeiture Proceeds Fund, Street Improvement Fund, Local Option Gas Tax Fund, Radio Communications Fund, Better Jacksonville Half-Cent Tax Fund, Holiday Décor Fund, and King Neptune Trust Fund.

  - **Capital Projects Funds**—These funds account for financial resources to be used for the acquisition or construction of major capital facilities, other than those financed by proprietary funds and trust funds. The City has two non-major Capital Projects Fund.

- **Proprietary Fund Types**
  - **Proprietary Funds**—These funds are accounted for using the economic resources measurement focus and the accrual basis of accounting. The accounting objectives are determination of operation income and changes in net position, financial position, and cash flow. All assets and liabilities are included on the statement of net position. The City's proprietary funds are all classified as enterprise funds. The City has presented the following proprietary funds:

    - **Major Proprietary Funds**—The Water and Sewer Fund accounts for the activities of the City's water distribution system, sewage treatment plant, sewage pumping stations, and collection systems. The Sanitation Fund accounts for the activities of the City's sanitation and recycling services. The Stormwater Utility Fund accounts for the operation and maintenance of the stormwater system. The Paid Parking Fund is used to account for the operation of the pay-for-parking program in the Beaches Town Center area.

  Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

- **Fiduciary Fund Types**
  - **Police Officers' Plan Fund**—This fund accounts for the activities of the Police Officers' Retirement System Fund, which accumulates resources for pension and disability benefit payments to retired or disabled police.

- **Fund Balance Classifications**

  Fund Balance is reported in five components: non-spendable, restricted, committed, assigned, and unassigned:

  - **Non-Spendable Fund Balance**—Amounts that are not in spendable form (such as inventory) or are required to be maintained intact.

  - **Restricted Fund Balance**—Amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions, or by enabling legislation.

- **Committed Fund Balance**—Amounts constrained to specific purposes by the City itself, using its highest level of decision-making authority (i.e., City Council). To be reported as committed, amounts cannot be used for any purpose unless the City takes the same highest level action to remove or change the constraint.

- **Assigned Fund Balance**—Amounts the City intends to use for a specific purpose. Intent can be expressed by the City Council or by an official or body to which the City Council delegates authority.

- **Unassigned Fund Balance**—Amounts that are available for any purpose. Positive amounts are reported only in the General Fund.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources (committed, assigned, and unassigned) as they are needed. When unrestricted resources (committed, assigned, and unassigned) are available for use in any governmental fund, it is the City's practice to use committed resources first, then assigned, and then unassigned as needed.

The City Council establishes (and modifies and rescinds) fund balance commitments by passage of an ordinance. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget document as a designation or commitment of the fund. Assigned fund balance is established by the City Council through adoption or amendment of the budget as intended for specific purposes (such as the purchase of fixed assets, construction, debt service, or other purposes).

Budgets and Budgetary Accounting

Annual appropriated budgets are adopted for the General Fund and the following non-major funds: Police Education, Community Development Block Grant, Convention Development Tax, Forfeiture Proceeds, Street Improvement, Local Option Gas Tax, Radio Communications, Better Jacksonville Half-Cent Tax, and Holiday Décor. The legally adopted budgets are prepared on a basis consistent with GAAP.

The legal level of budgetary control is at the department level. Special revenue funds are treated as departments for budgetary control purposes and are categorized into one function. With the approval of the City Manager, department heads can amend line item expenditures within a department or special revenue fund. Line item transfers must net to zero. All unencumbered appropriations lapse at fiscal year-end. Encumbered budget appropriations are carried forward into the next fiscal year's budget.

The adopted budgets are integrated into the accounting system. The City has elected to present budgetary comparison schedule data for all governmental funds with annual budgets. The budgetary comparison schedule compares expenditures with the final amended budget. All budgets are presented on the modified accrual basis of accounting. Accordingly, the budgetary comparison schedules of the General, Special Revenue, and Capital Projects Funds present actual expenditures in accordance with the GAAP on a basis consistent with the legally adopted budgets as amended.

The individual accounts that comprise the Water and Sewer Fund, Sanitation Fund, Stormwater Utility Fund, and Paid Parking Fund have legally adopted annual budgets. Budget to actual comparisons for enterprise funds are not required and have not been presented in these financial statements as this is not required as part of the basic financial statements.

Cash and Cash Equivalents

Cash and cash equivalents are defined as short-term, highly-liquid investments that are both readily convertible to known amounts of cash and have an original maturity of three months or less. The cash and cash equivalents presented on the statement of cash flows – proprietary funds are composed of restricted and unrestricted cash and cash equivalents. The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and certificates of deposit.

Investments

The City has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415(17), Florida Statutes. The City may invest any surplus public funds in the following:

a. The State Board of Administration Local Government Surplus Trust Funds (SBA Investment Pool), or any intergovernmental investment pool authorized pursuant to the *Florida Interlocal Cooperation Act*.

b. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

c. Interest bearing time deposits or savings accounts in qualified public depositories.

d. Direct obligations of the United States Treasury.

Securities listed in points c. and d. shall be invested to provide sufficient liquidity to pay obligations as they come due.

The Local Government Surplus Funds Trust Fund was created by act of the Florida Legislature effective October 1, 1977 (Chapter 218, Part IV, Florida Statutes), which allowed the State Board of Administration (SBA) to establish an SBA Investment Pool. The SBA administers and provides regulatory oversight over Florida PRIME. The City's investment in the Florida PRIME is reported at amortized cost. The fair value of the position in the pool is equal to the value of the pool shares. Separate financial reports for the SBA Investment Pool can be obtained from the Florida SBA, 1801 Hermitage Blvd., Tallahassee, Florida 32308.

Investments within the Police Officers' Plan Fund made through financial brokers are held with trustees and are stated at fair value as determined in an active market. All foreign securities held by the pension plan are traded in U.S. Dollars.

For the investment policy governing the police retirement pension plan, the City is authorized to invest in the following:

a. Equities traded on the national exchange or electric network. Not more than 5% of Plan's assets, at the time of purchase, shall be invested in common stock, capital stock, or convertible stock of anyone issuing company, nor shall the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company.

b. Fixed income investments that have a minimum rating of "A" or higher as reported by a major credit rating service; except no more than 10% of the total portfolio may be invested in securities that fall below these rating guidelines but must be rated "investment grade" or higher as reported by a major credit rating service. The value of bonds issued by a single corporation shall not exceed 10% of the total fund.

c. Money market funds or short-term investment fund options provided by the Plan's custodian and have a minimum rating of Standards & Poor's "A1" or Moody's "P1".

Receivable and Interfund Obligations
Receivables consist of trade receivables, amounts due from other governments, and interest receivable and are recorded net of allowance for doubtful accounts. The City, as of September 30, 2023, has provided an allowance for doubtful accounts due to aged receivables in the proprietary funds that the City has reason to believe will not be collected.

The unbilled portion of Water and Sewer, Sanitation, and Stormwater Utility earned revenues accrued at year-end is based upon a proration of the October billing cycle.

Outstanding balances between funds at the end of the fiscal year are referred to as either "due to/from other funds" for the current portion of interfund loans or "advances to/from other funds" for the non-current portion. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

Restricted Assets
Assets are reported as restricted when limitations on their use change the nature or normal understanding of the availability of the asset. Such constraints are either externally imposed by creditors, contributors, grantors, or laws of other governments, or are imposed by law through constitutional provisions or enabling legislation. Restricted assets in the enterprise funds represent cash and cash equivalents set aside for debt service payments, reserve requirements, renewal and replacement expenditures, construction, and repayment of deposits to utility customers.

Capital Assets
Capital assets, which include property, plant and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $750 and an estimated useful life in excess of two years. Such assets are recorded at historical cost. Where cost could not be determined from the available records, estimated historical costs were used to record the estimated value of the assets. Assets acquired by gift or bequests are recorded at their fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred, if any, during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

General infrastructure assets acquired prior to October 1, 2002, are not reported in the basic financial statements.

General infrastructure assets acquired subsequent to October 1, 2002, are included in the basic financial statements.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	20-40
Improvements Other Than Buildings	10-40
Infrastructure	10-40
Equipment	5-20

Unearned Revenue
Governmental funds and business-type funds defer revenue recognition in connection with resources that have been received, but not yet earned.

Deferred Outflows and Inflows of Resources
In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expenditure) until then. In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Long-Term Obligations
In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or business-type activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the bond premium or discount. Bond issuance costs are expensed when incurred, with the exception of bond insurance, which is amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as bond issuance costs during the current period. The face amount of the debt issued is reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Compensated Absences
City employees are entitled to certain compensated absences (personal leave) based on their length of employment. All leave pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported.

Pension Plans
The City's defined benefit plan investments are recorded at market value, and it is the City's policy to record pension costs in the period salaries are earned.

General employees are enrolled in a defined contribution 401(a) pension plan. The assets, liabilities, fund equity, and operations of this plan are not presented on the City's financial statements as the plan is independently administered.

Net Position

Net position invested in capital assets, net of related debt, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

Property Taxes

The assessment of all properties and the collection of all property taxes are made through the Property Appraiser and Tax Collector of the City of Jacksonville, Florida. General property taxes are recorded when received in cash, which approximates taxes levied, less discounts, for the current fiscal year.

Details of the tax calendar are presented below:

Lien Date	January 1
Levy Date	October 1
Installment Payments:	
1st Installment	No Later than June 30th
2nd Installment	No Later than September 30th
3rd Installment	No Later than December 31st
4th Installment	No Later than March 31st
Regular Payments:	
Discount Periods	November – February
No Discount Period	March
Delinquent Date	April 1st

Use of Estimates

The preparation of basic financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Leases

When the City is a lessee, the City recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of the lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

When the City is a lessor, the City recognizes a lease receivable and a deferred inflow of resources in the government-wide, governmental fund, and enterprise fund financial statements. At the commencements of a lease, the City initially measures the lease receivable at the present value of payments expected to

be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease asset, receivable, liability, and/or deferred inflows of resources if certain changes occur that are expected to significantly affect the lease amounts.

Implementation of New Governmental Accounting Standards Board (GASB) Pronouncements
During the fiscal year ended September 30, 2023, the City implemented the provisions of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITAs). The objective of this statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for SBITAs by governments. It establishes that a SBITA results in a "right-to-use" asset with a corresponding liability, and provides the criteria for outlays and subscription payments, as well as required specific note disclosures.

The City recognizes a SBITA liability and an intangible right-to-use subscription asset in the government-wide financial statements. At the commencement of the arrangement, the City initially measures the SBITA liability at the present value of payments expected to be made during the subscription term. Subsequently, the SBITA liability is reduced by the principal portion of the subscription payments made. The subscription asset is initially measured as the initial amount of the SBITA liability, adjusted for subscription payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the subscription asset is amortized on a straight-line basis over its useful life. See Note 6 for more information on the effect of the implementation of this statement.

Note 2 - <u>Cash Deposits and Investments</u>

The City maintains a cash and investment pool for all funds. Each fund's portion of this pool is included in the balance sheet account "equity in pooled cash and cash equivalents." Interest earnings are allocated in accordance with the participating fund's relative percentage of investments.

At September 30, 2023, the cash deposits and investments included the following:

Investments Controlled by City:	
SBA Investment Pool	$ 21,316
Certificate of Deposit	121,241
Total Investments Controlled by City	142,557
Cash:	
Cash Deposits	14,544,782
Restricted Cash	895,880
Cash on Hand	2,600
Total Cash	15,443,262
Total Cash and Investments	$ 15,585,819

All of the City's deposits are insured by the Federal Deposit Insurance Corporation or collateralized in accordance with the *Florida Security for Public Deposits Act* (the Act). Under the Act, every qualified public depository shall deposit with the Treasurer eligible collateral having a market value equal to 50% of the average daily balance for each month that all public deposits are in excess of any applicable deposit insurance. If the public deposits exceed the total amount of the regulatory capital accounts of a bank or the regulatory net worth of a savings association, the required collateral shall have a market value equal to 125% of the deposits.

Restricted Cash

Restricted cash in the proprietary funds at September 30, 2023, represent monies required to be restricted for debt service and construction under terms of outstanding bond agreements, and impact fees restricted to water and sewer system uses. Restricted cash for the proprietary funds at September 30, 2023, were restricted for the following purposes:

Proprietary Funds	
Debt Service	$ 510,492
Customer Deposits	220,319
Impact Fees	165,069
Total Cash and Investments	$ 895,880

Risk

In accordance with GASB Statement No. 40, investments also require certain disclosures regarding policies and practices with respect to the risks associated with them. Credit risk, custodial credit risk, concentration of credit risk, interest rate risk, and foreign currency risk are discussed in the following paragraphs.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City, including the Police Officers' Plan Fund, has an investment policy that states that all fixed income investments shall have a minimum rating of "A" or higher as reported by the major credit rating services at the time of purchase, except that no more than 10% of the total portfolio may be invested in securities that fall below these rating guidelines but must be rated "investment grade" or higher as reported by the major credit rating services. The Plan's rated debt instruments are presented in the table below using Standard & Poor's rating scale.

	QUALITY RATINGS									
	AAA	AA+	AA	AA-	A+	A	A-	BBB+	BBB	Unrated
Investments Controlled by the City:										
Certificates of Deposit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,241
SBA Investment Pool	-	-	-	-	-	-	-	-	-	21,316
Total Investments Controlled by the City	-	-	-	-	-	-	-	-	-	142,557
Pension Plan Investments:										
U.S. Government and Federal Agency Securities	-	991,012	-	-	-	-	-	-	-	-
Corporate Bonds	-	121,905	-	-	64,265	70,484	539,534	349,527	141,990	60,091
ETF - Fixed Income	-	-	-	-	-	-	-	-	-	1,019,868
Foreign Bonds	-	-	-	-	-	-	74,017	75,562	-	-
Mortgage-Backed Securities	-	-	-	-	-	-	-	-	-	104,576
Mutual Funds - Equity	-	-	-	-	-	-	-	-	-	4,287,760
Common Equity Securities	-	-	-	-	-	-	-	-	-	2,732,613
Total Pension Plan Investments	$ -	$ 1,112,917	$ -	$ -	$ 64,265	$ 70,484	$ 613,551	$ 425,089	$ 141,990	$ 8,204,908

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of a failure of a counterparty, the City will not be able to recover the value of the investment or collateral securities that are in possession of an outside party.

At September 30, 2023, Police Officers' Plan Fund investments were uninsured, and collateral was held by the pledging bank's trust department and was not in the City's name.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investments in a single issuer. Investments issued or explicitly guaranteed by the United States government and investments in external investment pools are excluded from the disclosure requirement.

The City's Police Officers' Plan Fund had no single investments of more than 5% of the total net assets of the plan at September 30, 2023.

Foreign Currency Risk

Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment or deposit. All foreign securities held by the pension plan are traded in U.S. dollars.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. Section 218.415(17), Florida Statutes, limits investment maturities to provide sufficient liquidity to pay obligations as they come due. One of the ways the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's investments (including investments held by the pension trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

	Investment Maturities (in Years)				
Investment Type	**Fair Value**	**Less Than 1**	**1-5**	**6-10**	**More Than 10**
Investments Controlled by the City:					
Certificates of Deposit	$ 121,241	$ 121,241	$ -	$ -	$ -
SBA Investment Pool	21,316	21,316	-	-	-
Total Investments Controlled by the City	$ 142,557	$ 142,557	$ -	$ -	$ -
Pension Plan Investments:					
U.S. Government and Agency Securities	$ 991,012	$ -	$ 623,406	$ 367,606	$ -
Corporate Bonds	1,347,796	270,350	809,838	267,608	-
ETF - Fixed Income	1,019,868	1,019,868	-	-	-
Foreign Bonds	149,579	-	75,562	74,017	-
Mortgage-Backed Securities	104,576	104,576	-	-	-
Mutual Funds - Equity	4,287,760	4,287,760	-	-	-
Common Equity Securities	2,732,613	2,732,613	-	-	-
Total Investments Measured at Fair Value	$ 10,633,204	$ 8,415,167	$ 1,508,806	$ 709,231	$ -

Fair Value Measurements

The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels:

- **Level 1 Inputs—**are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- **Level 2 Inputs—**are inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
- **Level 3 Inputs—**are unobservable inputs for an asset or liability. The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs.

The Plan's investments are measured at fair value on a recurring basis. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value in the hierarchy described above. The fair value measurements for the Plan's operating investments are as follows at September 30, 2023:

		Fair Value Measurements Using		
Investments at Fair Value Level	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Fiduciary Funds:				
U.S. Government Obligations and Federal Agency Securities	$ 991,012	$ -	$ 991,012	$ -
Corporate Bonds	1,347,796	-	1,347,796	-
Foreign Bonds	149,579	-	149,579	-
Mortgage-Backed Securities	104,576	-	104,576	-
Common Stock	2,732,613	2,732,613	-	-
ETF - Fixed Income	1,019,868	1,019,868	-	-
Mutual Funds - Equity	4,287,760	4,287,760	-	-
Total Investments Measured at Fair Value	$ 10,633,204	$ 8,040,241	$ 2,592,963	$ -

Equities and U.S. Government Securities are valued based on prices quoted in active markets and are categorized as Level 1 in the fair value hierarchy. Federal Agency Securities are valued using matrix pricing techniques that value securities based on their relationship to benchmark quoted prices. Corporate bonds are valued using quoted prices for similar securities in active markets and are categorized as Level 2 in the fair value hierarchy.

Note 3 - Receivables

Receivables at September 30, 2023, consist of the following:

	General Fund	Water and Sewer Fund	Sani-tation Fund	Storm-Water Utility Fund	Parking Fund	Police Officers' Plan Fund	Non-Major/ Other Funds	Total Funds
Receivables								
Interest	$ -	$ -	$ -	$ -	$ -	$ 23,262	$ -	$ 23,262
Accounts Receivable	-	644,243	151,367	68,310	10,367	91,057	-	965,344
Intergovernmental	765,304	-	-	-	-	-	115,332	880,636
Gross Receivables	765,304	644,243	151,367	68,310	10,367	114,319	115,332	1,869,242
Allowance	-	(96,636)	(22,705)	(6,831)	-	-	-	(126,172)
Net Receivables	$ 765,304	$ 547,607	$ 128,662	$ 61,479	$ 10,367	$ 114,319	$ 115,332	$ 1,743,070

Included in accounts receivable are $379,728 earned but not billed as of September 30, 2023.

Note 4 - Interfund Transactions

Interfund receivables/payables represent temporary loans to cover other funds' deficits in pooled cash and investments. At September 30, 2023, the City had the following due to/from other funds:

	Due from Other Funds	Due to Other Funds
Receivables		
General Fund	$ 644,211	$ -
Non-Major Governmental Funds	162,000	304,897
Sanitation Fund	-	333,461
Paid Parking Fund	-	167,853
Net Receivables	$ 806,211	$ 806,211

Transfers from a fund of resources to the fund through which resources are to be expended are recorded as transfers and are reported as other financing sources (uses) in the governmental funds and as transfers in (out) in the proprietary funds.

Following is a summary of interfund transfers for the year ended September 30, 2023:

	Transfers Out				
	General Fund	Water/Sewer Fund	Paid Parking Fund	Non-Major Funds	Total Funds
Transfers In					
General Fund	$ -	$ 120,000	$ 105,000	$ 350,000	$ 575,000
Stormwater	-	442,130	-	-	442,130
Total Transfers In	$ -	$ 562,130	$ 105,000	$ 350,000	$ 1,017,130

Transfers in (out) during the fiscal year 2023, are as follows:

- $105,000 was transferred from the Paid Parking Fund to the General Fund to support the governmental activities.
- $120,000 was transferred from the Water and Sewer Fund to the General Fund to support the governmental activities.
- $442,130 was transferred from the Water and Sewer Fund to the Sanitation Fund to provide additional funding for expenses in excess of revenues.
- $350,000 was transferred from the Better Jacksonville Half-Cent Fund to the General Fund to support capital projects.

Note 5 - Leases

The City has two reportable lease receivables related to antenna lease agreements executed between 2005 and 2007. The lease terms each include an initial 5-year period, with several 5-year renewal periods ending between 2027 and 2030. Monthly payments range between $2,807 and $3,453 over the terms of the leases, with one of the leases also including a future 36-month period of no payments to make up for

prior overpayments. The discount rate is 3.25% for both leases. The City recognized $61,683 in lease revenue and $9,635 of interest revenue during the fiscal year related to these leases. On September 30, 2023, the City's receivable for lease payments was $292,788, which was reported in the City's general fund. The City also has a deferred inflow of resources associated with these leases that will be recognized as revenue over the lease term. As of September 30, 2023, the balance of the deferred inflow of resources was $282,422.

Note 6 – Subscription-Based Information Technology Arrangements

In 2023, the City implemented GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, and as a result identified one reportable SBITA related to ERP solutions executed in 2020. The initial term is 5 years, with monthly payments of $4,141 and a discount rate of 3.25%. After the initial term, the arrangement will continue to automatically renew for 1-year periods until either party terminates the arrangement.

The following table summarizes the principal and interest requirements for the remaining term of the arrangement:

Governmental Activities			
Fiscal Year Ending September 30,	**Principal Payments**	**Interest Payments**	**Total Payments**
2024	$ 47,528	$ 2,167	$ 49,695
2025	40,802	610	41,412
Total Governmental	$ 88,330	$ 2,777	$ 91,107

Note 7 - Capital Assets

Capital asset activity for the fiscal year ended September 30, 2023, is as follows:

	Balance October 1, 2022	Increases	Decreases	Balance September 30, 2023
Governmental Activities				
Capital Assets, Not Being Depreciated:				
Land	$ 37,861	$ -	$ -	$ 37,861
Construction in Process	1,895,918	19,786	(1,869,710)	45,994
Total Capital Assets, Not Being Depreciated	1,933,779	19,786	(1,869,710)	83,855
Capital Assets Being Depreciated:				
Buildings and Improvements	5,042,275	882,345	-	5,924,620
Improvements Other Than Buildings	3,380,475	1,487,480	-	4,867,955
Equipment	3,886,209	298,281	-	4,184,490
SBITAs	-	134,704	-	134,704
Total Capital Assets Being Depreciated	12,308,959	2,802,810	-	15,111,769
Less Accumulated Depreciation for:				
Buildings and Improvements	(2,393,541)	(180,097)	-	(2,573,638)
Improvements Other Than Buildings	(2,252,491)	(186,767)	-	(2,439,258)
Equipment	(3,185,340)	(244,438)	-	(3,429,778)
SBITAs	-	(47,543)	-	(47,543)
Total Accumulated Depreciation	(7,831,372)	(658,845)	-	(8,490,217)
Total Capital Assets Being Depreciated	4,477,587	2,143,965	-	6,621,552
Total Governmental Activities, Capital Assets, Net	$ 6,411,366	$ 2,163,751	$ (1,869,710)	$ 6,705,407

	Balance October 1, 2022	Increases	Decreases	Balance September 30, 2023
Business-Type Activities				
Capital Assets, Not Being Depreciated:				
Construction in Process	$ 1,254,884	$ -	$ (1,205,477)	$ 49,407
Total Capital Assets, Not Being Depreciated	1,254,884	-	(1,205,477)	49,407
Capital Assets Being Depreciated:				
Buildings and Improvements	3,421,788	34,435	-	3,456,223
Improvements Other Than Buildings	24,859,216	1,899,445	-	26,758,661
Equipment	5,739,006	547,837	-	6,286,843
Total Capital Assets Being Depreciated	34,020,010	2,481,717	-	36,501,727
Less Accumulated Depreciation for:				
Buildings and Improvements	(3,305,838)	(9,512)	-	(3,315,350)
Improvements Other Than Buildings	(11,044,671)	(658,230)	-	(11,702,901)
Equipment	(4,763,747)	(273,537)	-	(5,037,284)
Total Accumulated Depreciation	(19,114,256)	(941,279)	-	(20,055,535)
Total Capital Assets Being Depreciated	14,905,754	1,540,438	-	16,446,192
Business-Type Activities, Capital Assets, Net	$ 16,160,638	$ 1,540,438	$ (1,205,477)	$ 16,495,599

Depreciation expense was charged to functions/programs as follows:

Governmental Activities	
General Government	$ 87,229
Public Safety	236,322
Transportation	133,151
Culture and Recreation	202,143
Total Depreciation Expense - Governmental Activities	$ 658,845
Business-Type Activities	
Water and Sewer	$ 845,800
Stormwater Utility	82,471
Paid Parking Fund	13,008
Total Depreciation Expense - Business-Type Activities	$ 941,279

Note 8 - Long-Term Liabilities

At September 30, 2023, bonds and loans payable consisted of the following:

	Governmental	Business-Type
Loans		
Water and Sewer Revenue Note, Series 2013A Dated September 10, 2013, for $3,280,000, Due in Semi-Annual Installments of Principal Ranging from $5,000 to $325,000, Bearing an Interest Rate of 3.35%, Final Payment Due October 1, 2028	$ -	$ 1,820,000
Total	$ -	$ 1,820,000

Transactions for the year ended September 30, 2023, are summarized as follows:

	Balance October 1, 2022	Additions	Reductions	Balance September 30, 2023	Due Within One Year
Governmental Activities					
Net Pension (Asset) Liability	$ (322,240)	$ 2,912,700	$ -	$ 2,590,460	$ -
OPEB Obligations	768,853	-	(209,498)	559,355	-
SBITA Liability	-	134,704	(46,374)	88,330	47,528
Compensated Absences	370,051	369,104	(301,213)	437,942	331,090
Total Governmental Activities - Long-Term Liabilities	$ 816,664	$ 3,416,508	$ (557,085)	$ 3,676,087	$ 378,618

	Balance October 1, 2022	Additions	Reductions	Balance September 30, 2023	Due Within One Year
Business-Type Activities					
Loans Payable:					
Drinking Water Loan #2	$ 58,162	$ -	$ (58,162)	$ -	$ -
Water and Sewer Revenue Note Series 2013A	2,095,000	-	(275,000)	1,820,000	280,000
Total Loans Payable	2,153,162	-	(333,162)	1,820,000	280,000
Lease Payable	38,334	-	(38,334)	-	-
OPEB Obligations	287,178	-	(54,225)	232,953	-
Compensated Absences	113,997	123,992	(90,872)	147,117	86,460
Business-Type Activities - Long-Term Liabilities	$ 2,592,671	$ 123,992	$ (516,593)	$ 2,200,070	$ 366,460

The annual requirements to amortize the bonds and loans payable outstanding as of September 30, 2023, are summarized as follows:

Fiscal Year Ending September 30,	Water and Sewer Revenue Note, 2013A		Business-Type Activities Totals	
	Principal	Interest	Principal	Interest
2024	$ 280,000	$ 51,590	$ 280,000	$ 51,590
2025	290,000	41,875	290,000	41,875
2026	300,000	31,825	300,000	31,825
2027	310,000	21,440	310,000	21,440
2028	315,000	10,887	315,000	10,887
2029	325,000	-	325,000	-
Total	$ 1,820,000	$ 157,617	$ 1,820,000	$ 157,617

On May 7, 2001, the City was approved for a Drinking Water State Revolving Fund Construction Loan #2 for water construction project #2. The full amount of the loan was $1,740,925 and was used for water system project construction. Revenues of the Water and Sewer Fund will repay this obligation. Annual principal and interest on the loan is expected to require 2% of such revenues and is payable through 2023. At year-end, pledged future revenues totaled $0, which was the amount of remaining principal and interest on the loan.

On September 10, 2013, the City approved the Water and Sewer Revenue Note 2013A for $3,280,000. The proceeds of the loans will be used for improvements to the water and sewer system and refunding the 2001 Water and Sewer Bond and paying related costs. Annual principal and interest on the notes are expected to require 7% of such revenues and are payable through 2028. At year-end, pledged future revenues totaled $1,977,617, which was the amount of remaining principal and interest on the notes.

Capital Lease

The City entered into a lease agreement on February 22, 2019, for financing the acquisition of a Menzi Muck Excavator. The City has recorded the equipment into their fixed asset system at the present value of the minimum lease payments of $338,805. The term of the lease is 4 years or 48 months and at an interest rate of 4.705%.

The asset acquired through the capital leases is as follows:

Asset	
Excavator	$ 338,805
(Accumulated Depreciation)	(169,403)
Total	$ 169,402

The lease was fully paid off during the year ended September 30, 2023, so there are no future lease obligations for this asset.

Note 9 - Employee Benefits

Police Officers' Retirement System

Plan Description

The City Police Officers' Retirement System (Police Officers' Plan Fund), a single-employer contributory defined benefit pension plan, was established pursuant to City Ordinance 1997-10, adopted September 2, 1997, by the City Council. Members of the Police Officers' Plan Fund include full-time state certified police officers. The funding method and determination of benefits payable are provided in various acts of the Florida Legislature (Act), which created funds, including subsequent amendments, thereto. The statutes provide, in general, that funds are to be accumulated from employee contributions, City contributions, state appropriations, and income from investment of accumulated funds. The Act also provides, should the accumulated funds at any time be insufficient to meet and pay the benefits due, the City shall supplement the Police Officers' Plan Fund by an appropriation from current funds or from any revenue which may lawfully be used for said purposes in an amount sufficient to make up the deficiency. The Police Officers' Plan Fund is administered by a Board of Trustees (the Board) comprised of two council appointees, two members of the department elected by the membership, and a fifth member elected by the other four and appointed by the council. Investments are reported at fair value. The Police Officers' Plan Fund does not issue a stand-alone financial report. Plan membership in the Police Officers' Plan Fund is as follows:

	October 1, 2023
Retirees and Beneficiaries	
Inactive Plan Members or Beneficiaries Currently Receiving Benefits	18
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	7
Active Plan Members	20
Total Retirees and Beneficiaries	45

Plan Benefits

The Police Officers' Plan Fund provides pension, death, and disability benefits to its members. As stipulated by City ordinance, authority to establish and amend benefit provisions of the Police Officers' Plan Fund, along with the authority to provide for cost-of-living adjustments, rests with the City Council.

Police employees attaining the earlier of the age of 55 and 10 years of credited service or 25 years of credited service, are entitled to a retirement benefit equal to 2.75% times years of credited service times average final compensation (as defined by the Police Officers' Plan Fund). Employees who have attained age 50 and have completed 10 years of credited service are eligible for early retirement and may elect actuarially reduced benefits. Active employees who become disabled receive accrued benefits, but not less than 42% of average monthly earnings (service incurred disability). Employees who become disabled from a non-service incurrence must have 10 years of credited service to receive benefits. The benefits are payable for life or until full recovery is determined by the Board of Trustees. If an employee is terminated before completion of 10 years of continuous service, employee contributions, without interest, are refunded. If an employee terminates his employment either voluntarily or by lawful discharge after the completion of at least 10 years of continuous service, but before becoming eligible for retirement under the Police Officers' Plan Fund, the employee is entitled to a deferred vested benefit. The deferred vested benefit is based on monthly earnings and continuous service as of the termination date. There are no automatic or ad hoc post-retirement benefit increases.

The Police Officers' Plan Fund includes a Deferred Retirement Option Program (DROP) under which members eligible for normal retirement may have their monthly pension benefit credited to an account while continuing to be actively employed for up to five years. As of September 30, 2023, Police Officers' Plan Fund net pension included $0 of DROP account balances.

The Police Officers' Plan includes a Partial Lump Sum Option Program (PLOP) under which members eligible for normal retirement may choose to receive a certain percentage of the actuarial equivalent value of their monthly benefit as a lump sum payment, with the remaining annuity benefits paid in the standard form. For example, if a retiree elects to receive a 15 percent partial lump sum, 15 percent of the actuarial equivalent value would be paid as a one-time lump sum payment and 85 percent of the full annuity would be paid via normal regular payments.

The Police Officers' Plan includes a Share Plan, under which eligible active members and DROP participants receive supplemental pension benefits funded by a portion of annual premium tax revenues pursuant to Chapter 185, Florida Statutes. Individual member share accounts are established and maintained for accounting purposes, and each participant's account is credited annually with a portion of premium tax revenues received, as well as applicable investment earnings or losses. Distributions are made as lump sum payments or may be rolled over into another qualified plan.

Contributions

The City's contribution is actuarially determined. The City's required contribution as a percentage of covered payroll was 21.28%. Plan members are required to contribute 8% of their annual covered salary.

Measurement Date

The City has elected to use a measurement date to value the net pension liability and related deferred inflows and outflows as of September 30, 2022, one year prior to the reporting date. The City's Pension Plans do not issue separate financial statements. Therefore, the disclosures required by GASB Statement No. 67 as of September 30, 2023, are also included below.

Net Pension Liability

The components of the net pension liability for the plan as of September 30, 2023, (reporting date) and for the year then ended, were as follows:

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at September 30, 2021	$ 12,404,374	$ 12,726,614	$ (322,240)
Changes for the Year:			
Service Cost	278,435	-	278,435
Interest	904,476	-	904,476
Share Plan Allocation	9,269	-	9,269
Differences Between Expected and Actual Experience	47,431	-	47,431
Contributions - Employer	-	344,044	(344,044)
Contributions - State	-	66,933	(66,933)
Contributions - Employee	-	134,617	(134,617)
Contributions - Buy Back	23,969	23,969	-
Net Investment Income	-	(2,168,643)	2,168,643
Benefit Payments, Including Refunds of Contributions	(1,246,267)	(1,246,267)	-
Administrative Expenses	-	(50,040)	50,040
Net Changes	17,313	(2,895,387)	2,912,700
Balances at September 30, 2022	$ 12,421,687	$ 9,831,227	$ 2,590,460

	September 30, 2023
Total Pension Liability	$ 12,659,935
Plan Net Position	10,914,478
Net Pension Liability	$ 1,745,457
Plan Net Position as a Percentage of Total Pension Liability	86.21%

Differences between plan fiduciary net position presented above and the amounts presented in the financial statements are due to certain accruals, which are the result of timing differences. These differences are not considered to be significant.

For the year ended September 30, 2023, the City recognized total pension expense of $373,986. The City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Deferred Outflows of Resources	
Difference Between Expected and Actual Experience	$ 115,832
Changes of Assumptions	227,080
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	1,958,414
Contributions Made After the Measurement Date	456,438
Total Deferred Outflow of Resources	$ 2,757,764
Deferred Inflows of Resources	
Changes in Assumptions	$ 42,300
Total Deferred Inflows of Resources	$ 42,300

Contributions made after the measurement date (shown above) will be recognized as a reduction of net pension liability in the fiscal year ending September 30, 2024. Other amounts reported as deferred inflows and deferred outflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30,	Amount
2024	$ 616,846
2025	568,081
2026	454,922
2027	619,177
Thereafter	-

Plan Investments

The Board is responsible for establishing and amending the Police Officers' Plan Fund's investment policies. The Police Officers' Plan Fund's current investment policy gives the Board discretion to allocate assets with assistance of the Police Officers' Plan Fund's investment consultant. The Board has established the following asset allocation targets for the total fund as of September 30, 2023: (1) domestic equities target is 45% with a suggested range of 35% - 55% using the S&P 500 benchmark index; (2) international equities target is 10% with a suggested range of 5% - 25% using the MSCI-EAFE benchmark index; and (3) broad market fixed income has a target of 45% with suggested ranges of 35% - 55% using the Barclays intermediate aggregate bond index as a benchmark index. The Police Officers' Plan Fund did not hold investments in any one organization that represents 5% or more of the Police Officers' Plan Fund's net position. The money-weighted rate of return on Police Officers' Plan Fund investments, net of investment related expenses, was 12.79% and (17.28%) for the years ended September 30, 2023 and 2022, respectively.

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of October 1, 2021, updated to September 30, 2023, using the following actuarial assumptions:

Inflation	2.50%
Salary Increases	Service Based
Discount Rate	7.50%
Investment Rate of Return, Including Inflation	7.50%

Mortality Rate Healthy Active Lives:
Female: PubS.H-2010 for Employees, set forward one year.
Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Mortality Rate Retiree Lives:
Female: PubS.H-2010 for Healthy Retirees, set forward one year.
Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Mortality Rate Beneficiary Lives:
Female: PubG.H-2010 (Below Median) for Healthy Retirees.
Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

Mortality Rate Disabled Lives:
80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees

The most recent actuarial experience study used to review the other significant assumptions was dated August 11, 2021.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plans investment expenses and inflation) are developed for each major asset class. These ranges

are combined to produce the long-term expected rate of return by weighting the expected future real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2023, and are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	45.0%	7.50%
International Equity	10.0%	8.50%
Broad Market Fixed Income	30.0%	2.50%
Real Estate	10.0%	4.50%
GTAA	5.00%	5.71%

Discount Rate

The discount rate used to measure the total pension liability was 7.50% for the reporting date of September 30, 2023 (measurement date of 2022).

The projected cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 7.50%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower 6.50%, or 1-percentage-point higher 8.50% than the current rate:

As of September 30, 2023:

	1% Decrease (6.50%)	Current Discount Rate (7.50%)	1% Increase (8.50%)
Net Pension Liability	$ 3,215,453	$ 1,745,457	$ 517,102

As of September 30, 2022:

	1% Decrease (6.50%)	Current Discount Rate (7.50%)	1% Increase (8.50%)
Net Pension Liability	$ 4,035,460	$ 2,590,460	$ 1,379,759

401(a) Money Purchase Plan

The City offers its general employees a single employer defined contribution plan (Defined Plan) created in accordance with Internal Revenue Code Section 401(a). The Defined Plan was established as of March 7, 1994, by adoption of the City Council through Ordinance No. 1994-4. The Defined Plan, available to all full-time employees other than police, provides for an individual investment account. The Defined Plan is administered by the ICMA Retirement Corporation. The Defined Plan does not require a mandatory contribution from participants. The City is obligated to contribute 7% of gross pay for employees with less

than ten years of service. Participants with at least ten years of service may elect to contribute up to 9% of gross pay, which the City is required to match. Employees are 100% vested in their personal contributions and receive 100% of investment earnings earned thereon. At September 30, 2023, 39 employees were participating in the Defined Contribution Plan.

Employees vest in the City's contribution and the related investment earnings, based on years of service as follows:

Years of Service	Vesting Percentage
Less Than One	0%
One	20%
Two	40%
Three	60%
Four	80%
Five and More	100%

Employees are eligible to participate in the Defined Plan after they have been employed for six months. The minimum age for retirement withdrawals is 55. In addition, withdrawals are permitted upon termination, disability, or death of the participant.

Payroll for Covered Employees	$ 2,757,049
Employer Contributions Required and Actually Made – 7% of Covered Payroll	192,993

The City has no fiduciary responsibility over the Defined Plan and does not serve in an administrative capacity or give investment advice to the participants.

OPEB

Pursuant to Section 112.0801 of the Florida Statutes, the City is required to permit participation in the single-employer health insurance program (the Plan) by retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active participants. The Plan is not an entity unto itself and, therefore, has no separately issued financial statements.

Plan Description

The City provides postemployment benefits to all eligible individuals including lifetime medical, dental, and life insurance coverage. Eligible individuals include all employees of the City who retire from the City and are participating in the City's medical program at the time of retirement. Under the medical coverage, eligible individuals also include spouses. Police members are eligible for normal retirement after attaining age 55 with 10 years of service or at any age with 25 years of service. Early retirement may be taken at any time after attaining age 50 with 10 years of service. Non-police members are eligible for normal retirement after attaining age 55 with 5 years of service.

Participant data of the most recent actuarial valuation date is shown below:

	September 30, 2022
Inactive Employees or Beneficiaries Currently Receiving Benefits	17
Active Employees	52
Total	69

Funding Policy
The required contribution is based on projected pay-as-you-go financing requirements and is subject to constant revision. The City has opted not to fund the net OPEB obligation or the resulting unfunded actuarial accrued liability on an annual basis.

Actuarial Methods and Assumptions
Projections of benefits for financial reporting purposes are based on the substantive plan (the Plan as understood by the employer and the Plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In any long-term actuarial valuation, certain demographic, economic, and behavioral assumptions are made concerning the population, the investment discount rates, and the benefits provided. These actuarial assumptions form the basis for the actuarial model, which is used to project the future population, the future benefits provided, and the contributions collected. Then the investment discount rate assumption is used to discount those projected net OPEB benefits to a present value. This and other related present values are used to calculate the annual OPEB cost.

For the September 30, 2022 actuarial valuation, the Entry Age Cost Method (Level Percentage of Pay) was used. This method determines a service cost rate as a fixed percentage of compensation for each active participant.

The current years' service cost is the participant's compensation multiplied by the service cost rate. Under this method, service cost for each individual participant, payable from date of employment to date of retirement, is sufficient to pay for the participant's benefit at retirement.

Other actuarial assumptions are as follows:

Salary Increases	3.00%
Discount Rate	4.77%
Investment Rate of Return	0.0%
Healthcare Cost Trend Rates	7.25% for fiscal year-end 2023, grading down to the ultimate trend rate of 4.00% in fiscal 2075.

Mortality. Mortality rates were based on the Pub-2010 Mortality Tables with fully generational improvement using Scale MP-2018.

Discount Rate. The discount rate used to measure the total OPEB liability was 4.77% as of September 30, 2023, which is equal to the single rate of return developed pursuant to GASB Statement No. 75. The discount rate used to determine the liabilities under GASB Statement No. 75 depends on the City's funding policy. Since the City does not prefund benefits, the discount rate required to be used is based on the S&P Municipal Bond 20 Year High Grade Rate Index as published by S&P Dow Jones Indices nearest the measurement date. The S&P Municipal 20 Year High Grade Rate Index consists of bonds in the S&P Municipal Bond Index with a maturity of 20 years. Eligible bonds must be rated at least AA by Standard and Poor's Ratings Services, Aa2 by Moody's or AA by Fitch. If there are multiple ratings, the lowest rating is used.

Annual OPEB Cost and OPEB Obligation

The City's total OPEB liability was measured as of September 30, 2022, and was determined by an actuarial valuation as of September 30, 2022.

Changes in the Total OPEB Liability:

	Total OPEB Liability
Balances at September 30, 2022	$ 1,056,031
Changes for the Year:	
Service Cost	25,062
Interest	25,835
Differences Between Expected and Actual Experience	109,249
Change in Assumptions	(387,781)
Benefit Payments	(36,088)
Net Changes	(263,723)
Balances at September 30, 2023	$ 792,308

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

	1% Decrease	Discount Rate	1% Increase
OPEB Liability	$ 893,276	$ 792,308	$ 708,467

Sensitivity of the Total OPEB Liability to Changes in Healthcare Cost Trend Rates. The following presents the total OPEB liability for the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rates	1% Increase
OPEB Liability	$ 780,025	$ 792,308	$ 806,399

OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2023, the City recognized OPEB expense of $12,228.

At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Deferred Outflows of Resources	
Difference Between Expected and Actual Experience	$ 115,863
Changes of Assumptions	85,448
Contributions Made After the Measurement Date	37,083
Total Deferred Outflow of Resources	$ 238,394
Deferred Inflows of Resources	
Difference Between Expected and Actual Experience	$ 13,100
Changes in Assumptions	341,422
Total Deferred Inflows of Resources	$ 354,522

Contributions made after the measurement date (shown above) will be recognized as a reduction of the OPEB liability in the fiscal year ending September 30, 2024. Other amounts reported as deferred inflows and deferred outflows of resources related to OPEB will be recognized in pension expense as follows:

Year Ended September 30,	Amount
2024	$ (40,219)
2025	(40,219)
2026	(40,213)
2027	(41,055)
2028	13,692
Thereafter	(5,197)

Note 10 - Deferred Compensation Plan

The City maintains for its employees a deferred compensation plan (Deferred Comp Plan) under provisions of the Internal Revenue Code Section 457. The Deferred Comp Plan, available to all full-time employees, allows participants to defer a portion of their salary until future years. Deferred Comp Plan assets are held in trust for the exclusive benefit of participants and their beneficiaries. The City has very little administrative involvement, performs no investing function, and has no fiduciary responsibility for the Deferred Comp Plan. All amounts of compensation deferred under the Deferred Comp Plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are solely the property and rights of the participants and are not subject to claims of the City's creditors. Accordingly, these Deferred Comp Plan assets are not reported as a part of these financial statements.

Note 11 - Interlocal Agreement

In 1985, pursuant to an interlocal agreement authorized by Florida Statutes, Section 163.01, the City joined with the City of Jacksonville Beach and the City of Atlantic Beach (Joint Venture) to construct and operate outfall lines and disposal facilities, together with all the lands, right-of-ways, easements, and other entitlements necessary for the construction and use thereof.

The construction of the outfall lines and disposal facilities was funded by the municipalities in the following proportions:

	Percentage
Atlantic Beach	33.06%
Jacksonville Beach	55.78%
Neptune Beach	11.16%
Total	100.00%

The City of Atlantic Beach provides all accounting and purchasing services for the Joint Venture. Repair and maintenance of the outfall lines and disposal of the facilities is shared by the participating municipalities in the percentages noted above. During fiscal year 2023, there were no significant payments made to the Joint Venture. The Joint Venture has no debt outstanding on applicable financial statements as of September 30, 2023.

Note 12 - Risk Management

The City is exposed to various risks of loss related to general/professional liability, automobile liability, property damage, and workers' compensation. The City purchases commercial insurance with various deductibles for different types of losses. There were no claims paid that exceeded coverage during the last three fiscal years.

The City is insured by Governmental Risk Insurance Trust (GRIT), to cover the risks of loss related to workers' compensation. The City pays GRIT premiums based on appropriate classifications and rates. The total coverage provided is $1,000,000 bodily injury by accident, per occurrence; $1,000,000 bodily injury by disease; and $1,000,000 bodily injury by accident, injury by disease, aggregate limit. There were no claims paid that exceeded coverage in the past three fiscal years.

Note 13 - Other Disclosures

Deficit Fund Balance/Net Position

The following funds had a deficit fund balance/net position as of September 30, 2023:

Sanitation Fund	$ (345,760)
Capital Improvement Fund	(484,171)
Jarboe Park CIP Fund	(25,829)

Note 14 - Restatements

Correction of Errors

- For the year ended September 30, 2022, the City recorded $258,260 of intergovernmental revenues in the general fund for lifeguard/beach cleanup fees that had been earned but were not received until April of 2024. Since these funds were not received during that fiscal year or within the 60-day period of availability immediately after year-end, fund balance in the general fund was overstated by $258,260 as of October 1, 2022.
- During the year ended September 30, 2022, the City completed construction work required to earn $245,295 of grant revenues in the stormwater fund. However, these revenues were recorded in the following fiscal year, when they were received, resulting in an understatement of net position in the stormwater fund and business-type activities as of October 1, 2022.

The restatements of beginning fund balance and net position are summarized as follows:

Governmental Funds	Fund Balance As Previously Reported	Adjustment to Remove Unavailable Resources	Fund Balance As Restated
General Fund	$ 3,468,506	$ (258,260)	$ 3,210,246

Enterprise Funds	Net Position As Previously Reported	Adjustment to Accrue Grants Receivable	Net Position As Restated
Enterprise Funds - Stormwater Fund	$ 3,361,192	$ 245,295	$ 3,606,487
Business-Type Activities	19,975,455	245,295	$ 20,220,750

Required Supplementary Information

(Unaudited)

Annual Financial Report

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Budgeted Amounts		Actual	Variance With Final Budget Positive
	Original	Final	Amounts	(Negative)
Revenues				
Taxes	$ 4,061,263	$ 4,061,263	$ 3,955,313	$ (105,950)
Charges for Services	12,720	12,720	13,303	583
Licenses and Permits	228,500	228,500	342,566	114,066
Franchise Fees	346,900	346,900	370,277	23,377
Intergovernmental	1,390,450	1,390,450	4,525,141	3,134,691
Fines and Forfeitures	27,425	27,425	44,926	17,501
Investment Income	200	200	41,062	40,862
Miscellaneous	114,157	114,157	527,275	413,118
Total Revenues	6,181,615	6,181,615	9,819,863	3,638,248
Expenditures				
Current:				
Mayor and Council	41,020	41,020	42,220	(1,200)
City Manager	220,400	220,400	152,813	67,587
Finance Department	235,925	264,610	364,675	(100,065)
City Attorney	150,150	150,150	162,933	(12,783)
Building Department	535,050	506,365	423,012	83,353
City Clerk	225,050	225,050	166,990	58,060
Non-Department	604,008	604,008	701,855	(97,847)
Police Department	4,206,143	4,242,993	4,428,484	(185,491)
Public Works	749,921	749,921	862,144	(112,223)
Lifeguards/Beach Cleanup	297,225	297,225	298,768	(1,543)
(Total Expenditures)	(7,264,892)	(7,301,742)	(7,603,894)	(302,152)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,083,277)	(1,120,127)	2,215,969	3,336,096
Other Financing Sources (Uses)				
Proceeds of Sale of Capital Assets	-	-	49,640	49,640
SBITAs	-	-	134,704	134,704
Transfers In	933,000	933,000	575,000	(358,000)
Total Other Financing Sources (Uses)	933,000	933,000	759,344	(173,656)
Net Change in Fund Balance	(150,277)	(187,127)	2,975,313	3,162,440
Fund Balances, Beginning of Year	150,277	187,127	3,210,246	3,023,119
Fund Balances, End of Year	$ -	$ -	$ 6,185,559	$ 6,185,559

NOTE TO THE BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Note 1 - Budgetary Information

The budget is prepared on a basis consistent with generally accepted accounting principles. The City of Neptune Beach, Florida maintains the legal level of budgetary control at the department level for all funds. Total expenditures for each fund may not exceed appropriations without City Council approval.

The Governmental Accounting Standards Board Statement No. 96 requirement to record new subscription-based information technology arrangements entered into during the year as capital outlay expenditures resulted in Non-Department expenditures exceeding the final budget. However, these expenditures of $134,704 did not result in an actual outlay of funds, but are instead offset by other finance source revenues. Non-Department expenditures resulting from actual outlays of funds were less than the total final budget.

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
CITY OF NEPTUNE BEACH, FLORIDA

	September 30, 2023	September 30, 2022	September 30, 2021	September 30, 2020
Total Pension Liability				
Service Cost	$ 285,141	$ 278,435	$ 256,002	$ 227,090
Interest	925,620	904,476	873,513	832,213
Changes in Excess State Money	-	-	-	-
Share Plan Allocation	11,013	9,269	-	9,335
Benefit Payments Paid Due from Excess State Money Reserve	-	-	-	-
Differences Between Expected and Actual Experience	(263,762)	47,431	66,998	187,031
Changes of Assumptions	-	-	454,161	(169,198)
Contributions - Buy Back	10,697	23,969	14,829	3,708
Benefit Payments, Including Refunds of Member Contributions	(730,461)	(1,246,267)	(552,519)	(619,859)
Net Change in Total Pension Liability	238,248	17,313	1,112,984	470,320
Total Pension Liability - Beginning	12,421,687	12,404,374	11,291,390	10,821,070
Total Pension Liability - Ending (a)	12,659,935	12,421,687	12,404,374	11,291,390
Plan Fiduciary Net Position				
Contributions - Employer	386,017	344,044	547,372	496,735
Contributions - State	70,421	66,933	-	67,065
Contributions - Employee	154,407	134,617	132,869	120,530
Contributions - Buy Back	10,697	23,969	14,829	3,708
Net Investment Income	1,242,287	(2,168,643)	1,729,363	863,448
Benefit Payments, Including Refunds of Employee Contributions	(730,461)	(1,246,267)	(552,519)	(619,859)
Administrative Expense	(50,117)	(50,040)	(52,468)	(52,752)
Net Change in Plan Fiduciary Net Position	1,083,251	(2,895,387)	1,819,446	878,875
Plan Fiduciary Net Position - Beginning	9,831,227	12,726,614	10,907,168	10,028,293
Plan Fiduciary Net Position - Ending (b)	10,914,478	9,831,227	12,726,614	10,907,168
Net Pension Liability - Ending (a) - (b)	$ 1,745,457	$ 2,590,460	$ (322,240)	$ 384,222
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	86.21%	79.15%	102.60%	96.60%
Covered Employee Payroll*	$ 1,930,085	$ 1,682,714	$ 1,660,865	$ 1,506,625
Net Pension Liability as a Percentage of Covered Employee Payroll	90.43%	153.95%	-19.40%	25.50%

Differences between Plan Fiduciary Net Position presented above and the amounts presented in the financial statements are due to certain accruals, which are the result of timing differences. These differences are not considered to be significant.

Notes to Schedule:

* The Covered Employee Payroll numbers shown are in compliance with Governmental Accounting Standards Board Statement No. 83, except for the September 30, 2015 measurement period, which includes drop payroll.

Changes of Benefit Terms:

For the measurement date September 30, 2021, amounts reported as changes of assumptions resulted from an experience study dated August 11, 2021. The following changes were made:
- The investment return assumption was lowered from 7.75% to 7.50%, net of investment related expenses.
- The salary increase assumption was changed, reducing the assumed rate at all service levels.
- The normal retirement assumption was changed to immediate retirement upon first eligibility.
- The termination rates were changed, resulting in higher assumed termination rates for members with less than 5 years of service, but generally lower assumed termination rates for those with more than 5 years of service.

For the measurement date September 30, 2020, as mandated by chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2019 FRS valuation report for special risk employees, with appropriate adjustments made based on the plan demographics.

For the measurement date September 30, 2018, the following plan changes were reflected:

Pursuant to the provisions of Chapter 2015-39, the "default methodology" to calculate use of Chapter 185 premium tax revenues was applied retroactively to September 30, 2015. This methodology provided funding for a City Reserve Credit, allocations for the Share Plan, and a credit applied toward the Unfunded Actuarial Liability.

Ordinance 2015-06 passed on January 19, 2016, approving the issuance of a one-time thirteenth check for retirees. The total amount of the thirteenth checks paid was taken from the Excess State Monies reserve balance.
- Inflation rate was lowered from 3.00% to 2.50% during FY2019.

September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015	September 30, 2014
$ 209,773	$ 180,830	$ 186,399	$ 206,787	$ 176,459	$ 200,463
816,477	786,369	758,549	747,888	705,481	680,670
-	(295,249)	31,981	(11,031)	28,631	26,003
31,455	122,043	-	-	-	-
-	-	-	43,251	-	-
47,624	72,076	(212,331)	(95,501)	158,907	-
-	-	-	104,045	13,848	-
4,969	8,394	38,780	9,448	-	-
(1,229,292)	(391,041)	(509,179)	(517,103)	(592,783)	(501,198)
(118,994)	483,422	294,199	487,784	490,543	405,938
10,940,064	10,456,642	10,162,443	9,674,659	9,184,116	8,778,178
10,821,070	10,940,064	10,456,642	10,162,443	9,674,659	9,184,116
430,046	406,116	363,572	349,485	359,489	295,253
124,608	-	58,873	59,112	55,523	52,895
104,349	98,542	88,219	84,801	78,060	101,569
4,969	8,394	38,780	9,448	13,848	-
537,577	624,428	1,006,730	427,781	15,377	746,595
(1,229,292)	(391,041)	(509,179)	(517,103)	(592,783)	(501,198)
(43,191)	(36,599)	(32,531)	(32,292)	(23,445)	(13,046)
(70,934)	709,840	1,014,464	381,232	(93,931)	682,068
10,099,227	9,389,387	8,374,923	7,993,691	8,087,622	7,405,554
10,028,293	10,099,227	9,389,387	8,374,923	7,993,691	8,087,622
$ 792,777	$ 840,837	$ 1,067,255	$ 1,787,520	$ 1,680,968	$ 1,096,494
92.67%	92.31%	89.79%	82.41%	82.63%	88.06%
$ 1,304,356	$ 1,231,774	$ 1,102,738	$ 1,060,008	$ 1,330,898	$ 966,824
60.78%	68.26%	96.78%	168.63%	126.30%	113.41%

Notes to Schedule:

For the measurement date September 30, 2016, the following assumption changes have been made:

- The return assumption was lowered from 8.00% to 7.75% per year, net of investment related expenses.
- The salary increases assumption was changed from a flat 6.50% to a service-based table.
- The assumed rates of termination were changed from an age-based table to a service-based table.
- The assumed rates of normal retirement were changed from 100% at first eligibility to a table based method.
- Assumed rates of mortality were changed from RP-2000 Combined Healthy Tables to the mortality tables of special risk employees used by the Florida Retirement System in the July 1, 2015 valuation.

SCHEDULE OF CONTRIBUTIONS
CITY OF NEPTUNE BEACH, FLORIDA

	September 30, 2023	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019
Actuarially Determined Contribution	$ 410,722	$ 391,904	$ 393,293	$ 370,178	$ 373,568
Contributions in Relation to the Actuarially Determined Contributions	445,425	401,708	547,372	554,466	523,199
Contribution (Excess) Deficiency	$ (34,703)	$ (9,804)	$ (154,079)	$ (184,288)	$ (149,631)
Covered Employee Payroll	$ 1,930,085	$ 1,682,714	$ 1,660,865	$ 1,506,625	$ 1,304,356
Contributions as a Percentage of Covered Employee Payroll	23.08%	23.87%	32.96%	36.80%	40.11%

Notes to Schedule:

Valuation Date: October 1, 2021

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and Assumptions Used to Determine Contribution Rates:

Mortality:

Mortality Rate Healthy
Female: PubS.H-2010 for Employees, set forward one year.
Male: PubS.H-2010 (Below Median) for Employees, set forward one year.
Mortality Rate Retiree Lives:
Female: PubS.H-2010 for Healthy Retirees, set forward one year.
Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.
Mortality Rate Beneficiary Lives:
Female: PubG.H-2010 (Below Median) for Healthy Retirees.
Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.
Mortality Rate Disabled Lives:
80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.
All rates are projected generationally with Mortality Improvement Scale MP-2018.
We feel this assumption sufficiently accommodates future mortality improvements.
The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS).
The above rates are those outlined in Milliman's July 1, 2021, FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate: 7.50% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Retirement Age: 100% upon first eligibility for normal retirement. The assumed rates of normal retirement were approved in conjunction with an actuarial study dated August 11, 2021.

Early Retirement: None

Disability Rate:

Age	Rate
20	0.03%
30	0.04%
40	0.07%
50	0.18%

Termination Rate:

Service	Rate
<5	10.0%
5-9	8.0%
10-14	2.0%
15+	1.0%

Salary Increases:

Service	Rate
<5	12.00%
5-9	7.50%
10+	3.75%

Funding Method: Entry Age Normal Actuarial Cost Method.

Asset Valuation Method: Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015	September 30, 2014
$ 337,875	$ 351,994	$ 380,225	$ 322,780	$ 322,145
442,173	390,464	376,377	386,381	322,145
$ (104,298)	$ (38,470)	$ 3,848	$ (63,601)	$ -
$ 1,231,774	$ 1,102,738	$ 1,060,008	$ 1,330,898	$ 966,824
35.90%	35.41%	35.51%	29.03%	33.32%

SCHEDULE OF INVESTMENT RETURNS
CITY OF NEPTUNE BEACH, FLORIDA

	September 30, 2023	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015	September 30, 2014
Annual Money-Weighted Rate of Return, Net of Investment Expense	12.79%	-17.28%	15.79%	8.61%	5.32%	6.63%	12.09%	5.39%	0.19%	9.98%

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
CITY OF NEPTUNE BEACH, FLORIDA

Total OPEB Liability	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**
Service Cost	$ 25,062	$ 25,831	$ 18,644	$ 17,847	$ 23,999	$ 23,300
Interest on the Total OPEB Liability	25,835	23,352	32,604	31,888	29,501	28,300
Difference Between Expected and Actual Experience	109,249	-	45,543	-	(34,940)	-
Changes of Assumptions and Other Inputs	(387,781)	(41,597)	105,593	7,709	41,594	-
Benefit Payments	(36,088)	(33,727)	(24,437)	(22,627)	(19,046)	(17,800)
Net Change in Total OPEB Liability	(263,723)	(26,141)	177,947	34,817	41,108	33,800
Total OPEB Liability - Beginning	1,056,031	1,082,172	904,225	869,408	828,300	794,500
Total OPEB Liability - Ending	792,308	1,056,031	1,082,172	904,225	869,408	828,300
Plan Fiduciary Net Position						
Contributions - Employer	37,638	37,827	25,937	22,627	19,046	17,800
Benefit Payments, Including Refunds of Employer Contributions	(37,638)	(37,827)	(25,937)	(22,627)	(19,046)	(17,800)
Net Change in Plan Fiduciary Net Position	-	-	-	-	-	-
Plan Fiduciary Net Position - Beginning	-	-	-	-	-	-
Plan Fiduciary Net Position - Ending	-	-	-	-	-	-
Covered-Employee Payroll	$ 3,666,110	$ 3,930,577	$ 3,816,094	$ 3,726,801	$ 3,618,253	$ 3,173,800
Total OPEB Liability as a Percentage of Covered-Employee Payroll	21.61%	26.87%	28.36%	24.26%	24.03%	26.10%

Notes to Schedule:

No assets are being accumulated in a trust to pay for the benefits.
Additional years will be added to this schedule annually until 10 years of data is presented.

Covered Employee Payroll was projected forward from the valuation date for the reporting period ended September 30, 2022.

Changes of Assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

Fiscal Year Ended September 30, 2023:	4.77%
Fiscal Year Ended September 30, 2022:	2.43%
Fiscal Year Ended September 30, 2021:	2.14%
Fiscal Year Ended September 30, 2020:	3.58%
Fiscal Year Ended September 30, 2019:	3.64%
Fiscal Year Ended September 30, 2018:	3.50%

Benefit Payments. The Plan sponsor did not provide actual net benefits paid by the Plan for the fiscal year ended September 30, 2023. Expected net benefit payments produced by the valuation model for the same period are shown in the table above.

Combining and Individual Fund Statements and Schedules

Annual Financial Report

DESCRIPTION OF NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

Special Revenue Funds

Special Revenue Funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

- **Police Education Fund—**This fund accounts for revenues derived from county court costs. Expenditures are used to provide criminal justice education degree programs and training courses for Police Department personnel.

- **Community Development Block Grant Fund—**This fund accounts for federal grants through the Jacksonville Entitlement program, which provides funding for community development and improvements for qualified populations within the City of Neptune Beach, Florida (the City).

- **Convention Development Tax Fund—**This fund is used to account for funds received from the levy of the local tourist development tax, which are used to promote convention and tourist development. By special act of the legislature, it can also be used for capital outlay in support of lifeguards and parks.

- **Forfeiture Proceeds Fund—**This fund accounts for revenue derived from confiscated property and cash. Proceeds are used to augment police activities.

- **Street Improvement Fund—**This fund accounts for the Eighth-Cent Gasoline Tax. The revenue is restricted per Florida Statutes and may only be used for street construction and paving.

- **Local Option Gas Tax Fund—**This fund accounts for the City's share of county gas tax revenues. Funds may be used to support capital outlay and maintenance for local roads and drainage systems.

- **Radio Communications Fund—**This fund accounts for a portion of the revenues obtained from traffic violations. Expenditures are used to enhance public safety communications and automation.

- **Better Jacksonville Half-Cent Tax Fund—**This fund accounts for the City's share of revenue obtained from the Better Jacksonville Half-Cent Sales Surtax. Expenditures are used for projects to benefit all residents with respect to growth management, road improvements and construction, environmental protection and preservation, and public facilities.

- **Holiday Décor Fund—**This fund accounts for donations received from residents to be used for holiday decorations.

- **King Neptune Trust Fund—**This fund accounts for revenues received for special events.

DESCRIPTION OF NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

Capital Projects Funds

Capital projects funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities, other than those financed by proprietary funds and trust funds. The City has one non-major capital projects fund:

- **Capital Improvement Fund—**This fund accounts for capital expenditures throughout the City (other than those tracked in the Jarboe Park Capital Improvement Fund).

- **Jarboe Park Capital Improvement Fund—**This fund accounts for capital expenditures related to the Jarboe Park improvement plan.

COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Special Revenue Funds					
	Police Education Fund	Community Development Block Grant Fund	Convention Development Tax Fund	Forfeiture Proceeds Fund	Street Improvement Fund	Local Option Gas Tax Fund
Assets						
Equity in Pooled Cash and Cash Equivalents	$ 25,979	$ 287,050	$ 97,337	$ 33,337	$ 485,091	$ 168,509
Due from Other Governments	311	1,085	535	-	6,378	33,541
Due from Other Funds	-	-	-	-	-	-
Prepaid Expense	-	26	-	-	-	-
Total Assets	26,290	288,161	97,872	33,337	491,469	202,050
Liabilities and Fund Balances						
Liabilities						
Accounts Payable and Accrued Liabilities	-	8,837	649	-	11,731	14,260
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	-	8,837	649	-	11,731	14,260
Fund Balances						
Restricted for:						
Public Safety	26,290	-	-	33,337	-	-
Capital Outlay	-	-	-	-	479,738	187,790
Other Purposes	-	-	97,223	-	-	-
Assigned:						
Community Development	-	279,324	-	-	-	-
Unassigned	-	-	-	-	-	-
Total Fund Balances	26,290	279,324	97,223	33,337	479,738	187,790
Total Liabilities and Fund Balances	$ 26,290	$ 288,161	$ 97,872	$ 33,337	$ 491,469	$ 202,050

Special Revenue Funds					Capital Projects Fund			
Radio Commun-ications Fund	Better Jacksonville Half-Cent Fund	Holiday Décor Fund	King Neptune Trust Fund	Total Special Revenue Funds	Capital Improvement Fund	Jarboe Park CIP Fund	Total Capital Projects Funds	Total Non-Major Governmental Funds
$ 82,632	$ 662,576	$ 11,840	$ 74,574	$ 1,928,925	$ -	$ 3,000	$ 3,000	$ 1,931,925
1,055	72,427	-	-	115,332	-	-	-	115,332
-	162,000	-	-	162,000	-	-	-	162,000
-	-	-	-	26	-			26
83,687	897,003	11,840	74,574	2,206,283	-	3,000	3,000	2,209,283
-	-	-	-	35,477	194,379	13,724	208,103	243,580
-	-	-	-	-	289,792	15,105	304,897	304,897
-	-	-	-	35,477	484,171	28,829	513,000	548,477
-	-	-	-	59,627	-	-	-	59,627
83,687	897,003	-	-	1,648,218	-	-	-	1,648,218
-	-	11,840	74,574	183,637	-	-	-	183,637
-	-	-	-	279,324	-	-	-	279,324
-	-	-	-	-	(484,171)	(25,829)	(510,000)	(510,000)
83,687	897,003	11,840	74,574	2,170,806	(484,171)	(25,829)	(510,000)	1,660,806
$ 83,687	$ 897,003	$ 11,840	$ 74,574	$ 2,206,283	$ -	$ 3,000	$ 3,000	$ 2,209,283

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NON-MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Special Revenue Funds					
	Police Education Fund	Community Development Block Grant Fund	Convention Development Tax Fund	Forfeiture Proceeds Fund	Street Improvement Fund	Local Option Gas Tax Fund
Revenues						
Taxes	$ -	$ -	$ 10,227	$ -	$ -	$ 393,530
Fines and Forfeitures	2,442	-	-	27,709	-	-
Intergovernmental Revenues	-	39,053	-	-	84,698	-
Charges for Services	-	23,609	-	-	-	-
Miscellaneous	-	183,565	-	-	-	-
Total Revenues	2,442	246,227	10,227	27,709	84,698	393,530
Expenditures						
Current:						
Public Safety	-	-	-	-	-	-
Public Works	-	-	-	-	64,300	253,453
Culture and Recreation	-	130,371	9,350	-	-	-
Capital Outlay	-	3,775	-	-	100,000	-
(Total Expenditures)	-	(134,146)	(9,350)	-	(164,300)	(253,453)
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,442	112,081	877	27,709	(79,602)	140,077
Other Financing Sources (Uses)						
Transfers (Out)	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-
Net Change in Fund Balance	2,442	112,081	877	27,709	(79,602)	140,077
Fund Balances (Deficits), Beginning of Year	23,848	167,243	96,346	5,628	559,340	47,713
Fund Balances (Deficits), End of Year	$ 26,290	$ 279,324	$ 97,223	$ 33,337	$ 479,738	$ 187,790

Special Revenue Funds					Capital Projects Fund			
Radio Commun-ications Fund	Better Jacksonville Half-Cent Fund	Holiday Décor Fund	King Neptune Trust Fund	Total Special Revenue Funds	Capital Improvement Fund	Jarboe Park CIP Fund	Total Capital Projects Funds	Total Non-Major Governmental Funds
$ -	$ 690,366	$ -	$ -	$ 1,094,123	$ -	$ -	$ -	$ 1,094,123
13,281	-	-	-	43,432	-	-	-	43,432
-	-	-	-	123,751	-	-	-	123,751
-	-	-	-	23,609	-	-	-	23,609
-	-	10,380	8,584	202,529	-	3,000	3,000	205,529
13,281	690,366	10,380	8,584	1,487,444	-	3,000	3,000	1,490,444
-	-	-	-	-	-	-	-	-
-	-	-	-	317,753	-	-	-	317,753
-	-	7,985	-	147,706	-	-	-	147,706
-	-	-	-	103,775	454,197	-	454,197	557,972
-	-	(7,985)	-	(569,234)	(454,197)	-	(454,197)	(1,023,431)
13,281	690,366	2,395	8,584	918,210	(454,197)	3,000	(451,197)	467,013
-	(350,000)	-	-	(350,000)	-	-	-	(350,000)
-	(350,000)	-	-	(350,000)	-	-	-	(350,000)
13,281	340,366	2,395	8,584	568,210	(454,197)	3,000	(451,197)	117,013
70,406	556,637	9,445	65,990	1,602,596	(29,974)	(28,829)	(58,803)	1,543,793
$ 83,687	$ 897,003	$ 11,840	$ 74,574	$ 2,170,806	$ (484,171)	$ (25,829)	$ (510,000)	$ 1,660,806

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023
CITY OF NEPTUNE BEACH, FLORIDA

	Police Education Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Fines and Forfeitures	$ 20,000	$ 20,000	$ 2,442	$ (17,558)
Total Revenues	20,000	20,000	2,442	(17,558)
Expenditures				
Current:				
Public Safety	4,150	4,150	-	4,150
(Total Expenditures)	(4,150)	(4,150)	-	4,150
Excess (Deficiency) of Revenues Over (Under) Expenditures	15,850	15,850	2,442	(13,408)
Fund Balances, Beginning of Year	-	-	23,848	23,848
Fund Balances, End of Year	$ 15,850	$ 15,850	$ 26,290	$ 10,440

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL NON-MAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023 CITY OF NEPTUNE BEACH, FLORIDA

	Community Development Block Grant Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental Revenue	$ 48,000	$ 48,000	$ 39,053	$ (8,947)
Charges for Services	72,660	72,660	23,609	(49,051)
Miscellaneous	11,500	11,500	183,565	172,065
Total Revenues	132,160	132,160	246,227	114,067
Expenditures				
Current:				
Culture and Recreation	197,160	197,160	134,146	63,014
(Total Expenditures)	(197,160)	(197,160)	(134,146)	63,014
Excess (Deficiency) of Revenues Over (Under) Expenditures	(65,000)	(65,000)	112,081	177,081
Other Financing Sources (Uses)				
Transfers In	65,000	65,000	-	(65,000)
Total Other Financing Sources (Uses)	65,000	65,000	-	(65,000)
Net Change in Fund Balance	-	-	112,081	112,081
Fund Balances, Beginning of Year	-	-	167,243	167,243
Fund Balances, End of Year	$ -	$ -	$ 279,324	$ 279,324

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL NON-MAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023 CITY OF NEPTUNE BEACH, FLORIDA

	Convention Development Tax Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes	$ 28,000	$ 28,000	$ 10,227	$ (17,773)
Investment Income	40	40	-	(40)
Total Revenues	28,040	28,040	10,227	(17,813)
Expenditures				
Current:				
Culture and Recreation	28,040	28,040	9,350	18,690
(Total Expenditures)	(28,040)	(28,040)	(9,350)	18,690
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	877	877
Fund Balances, Beginning of Year	-	-	96,346	96,346
Fund Balances, End of Year	$ -	$ -	$ 97,223	$ 97,223

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL NON-MAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023 CITY OF NEPTUNE BEACH, FLORIDA

	Forfeiture Proceeds Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Fines and Forfeitures	$ 950	$ 950	$ 27,709	$ 26,759
Investment Income	2	2	-	(2)
Total Revenues	952	952	27,709	26,757
Expenditures				
Current:				
Public Safety	952	952	-	952
(Total Expenditures)	(952)	(952)	-	952
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	27,709	27,709
Fund Balances, Beginning of Year	-	-	5,628	5,628
Fund Balances, End of Year	$ -	$ -	$ 33,337	$ 33,337

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL NON-MAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023 CITY OF NEPTUNE BEACH, FLORIDA

	Street Improvement Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental Revenue	$ 60,000	$ 60,000	$ 84,698	$ 24,698
Total Revenues	60,000	60,000	84,698	24,698
Expenditures				
Current:				
Public Works	60,000	60,000	164,300	(104,300)
(Total Expenditures)	(60,000)	(60,000)	(164,300)	(104,300)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(79,602)	(79,602)
Fund Balances, Beginning of Year	-	-	559,340	559,340
Fund Balances, End of Year	$ -	$ -	$ 479,738	$ 479,738

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL NON-MAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023 CITY OF NEPTUNE BEACH, FLORIDA

	Local Option Gas Tax Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes	$ 360,000	$ 360,000	$ 393,530	$ 33,530
Total Revenues	360,000	360,000	393,530	33,530
Expenditures				
Current:				
Public Works	357,380	357,380	253,453	103,927
(Total Expenditures)	(357,380)	(357,380)	(253,453)	103,927
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,620	2,620	140,077	137,457
Fund Balances, Beginning of Year	-	-	47,713	47,713
Fund Balances, End of Year	$ 2,620	$ 2,620	$ 187,790	$ 185,170

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL NON-MAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023 CITY OF NEPTUNE BEACH, FLORIDA

	Better Jacksonville Half-Cent Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes	$ 498,000	$ 498,000	$ 690,366	$ 192,366
Total Revenues	498,000	498,000	690,366	192,366
Excess (Deficiency) of Revenues Over (Under) Expenditures	498,000	498,000	690,366	192,366
Other Financing Sources (Uses)				
Transfers (Out)	(498,000)	(498,000)	(350,000)	148,000
Total Other Financing Sources (Uses)	(498,000)	(498,000)	(350,000)	148,000
Net Change in Fund Balance	-	-	340,366	340,366
Fund Balances, Beginning of Year	-	-	556,637	556,637
Fund Balances, End of Year	$ -	$ -	$ 897,003	897,003

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL NON-MAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023 CITY OF NEPTUNE BEACH, FLORIDA

	Radio Communication Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Fines and Forfeiture	$ 13,000	$ 13,000	$ 13,281	$ 281
Investment Income	12	12	-	(12)
Total Revenues	13,012	13,012	13,281	269
Expenditures				
Current:				
Public Safety	13,000	13,000	-	13,000
(Total Expenditures)	(13,000)	(13,000)	-	13,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	12	12	13,281	13,269
Fund Balances, Beginning of Year	-	-	70,406	70,406
Fund Balances, End of Year	$ 12	$ 12	$ 83,687	$ 83,675

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL NON-MAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023 CITY OF NEPTUNE BEACH, FLORIDA

	Holiday Décor Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Miscellaneous	$ 8,000	$ 8,000	$ 10,380	$ 2,380
Total Revenues	8,000	8,000	10,380	2,380
Expenditures				
Current:				
Culture and Recreation	10,500	10,500	7,985	2,515
(Total Expenditures)	(10,500)	(10,500)	(7,985)	2,515
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,500)	(2,500)	2,395	4,895
Other Financing Sources (Uses)				
Transfers in	2,500	2,500	-	(2,500)
Total Other Financing Sources (Uses)	2,500	2,500	-	(2,500)
Net Change in Fund Balance	-	-	2,395	2,395
Fund Balances, Beginning of Year	-	-	9,445	9,445
Fund Balances, End of Year	$ -	$ -	$ 11,840	$ 11,840

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL NON-MAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023 CITY OF NEPTUNE BEACH, FLORIDA

	Capital Improvement Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Expenditures				
Capital Outlay	$ -	$ -	$ 454,197	$ (454,197)
(Total Expenditures)	-	-	(454,197)	(454,197)
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(454,197)	(454,197)
Other Financing Sources (Uses)				
Transfers In	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	-	(454,197)	(454,197)
Fund Balances, Beginning of Year	-	-	(29,974)	(168,474)
Fund Balances, End of Year	$ -	$ -	$ (484,171)	$ (622,671)

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL NON-MAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2023 CITY OF NEPTUNE BEACH, FLORIDA

	Jarboe Park CIP Fund			
	Budgeted Amounts		Actual Amounts	Variance With Final Budget Positive (Negative)
	Original	Final		
Revenues				
Miscellaneous	$ -	$ -	$ 3,000	$ 3,000
Total Revenues	-	-	3,000	3,000
Expenditures				
Current:				
Capital Outlay	-	-	-	-
(Total Expenditures)	-	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	3,000	3,000
Fund Balances, Beginning of Year	-	-	(28,829)	(28,829)
Fund Balances, End of Year	$ -	$ -	$ (25,829)	$ (25,829)

Other Reports

Annual Financial Report

ADDITIONAL ELEMENTS OF REPORT PREPARED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS,* ISSUED BY THE COMPTROLLER GENERAL OF THE UNITED STATES; AND THE *RULES OF THE AUDITOR GENERAL* OF THE STATE OF FLORIDA

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Federal Grantor/Pass-Through Grantor/ Grant Program	Assistance Listing Number	Grant ID Number	Expenditures
Federal Awards			
U.S. Department of Treasury			
Passed Through Florida Division of Emergency Management			
COVID-19 American Rescue Plan			
Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5225	$ 3,188,024
Total U.S. Department of Treasury			3,188,024
Total Federal Expenditures			$ 3,188,024

CITY OF NEPTUNE BEACH, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) is presented on the modified accrual basis of accounting.

Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The City of Neptune Beach, Florida did not elect to use the 10% de minimis indirect cost rate in Section 200.414, Indirect (F&A) Costs, of the Uniform Guidance.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

Opinion on Each Major Federal Program
We have audited the City of Neptune Beach, Florida's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of City's major federal programs for the year ended September 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program
We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance
Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material non-compliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material non-compliance when it exists. The risk of not detecting material non-compliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Non-compliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material non-compliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify a certain deficiency in internal control over compliance that we consider to be a material weakness.

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, non-compliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material non-compliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2023-03 to be a material weakness.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Purvis Gray

June 20, 2025
Gainesville, Florida

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Section I – Summary of Auditor's Results

Financial Statements

1. The independent auditor's report expresses a disclaimer of opinion on the financial statements of the City of Neptune Beach, Florida (the City).

2. The audit disclosed material weaknesses and significant deficiencies on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

3. The audit disclosed instances of non-compliance identified during the audit of the financial statements reported in the report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

Federal Awards

4. The audit disclosed a material weakness in internal control over federal major programs that is required to be reported in the schedule of findings and questioned costs.

5. The report on compliance for the major federal programs expresses an unmodified opinion.

6. The audit disclosed findings relative to the major federal programs that are required to be reported in accordance with the Uniform Guidance.

7. The programs tested as a major federal program included:

Federal Programs	Assistance Listing No.
Coronavirus State and Local Fiscal Recovery Funds	21.027

8. The threshold for distinguishing Type A and B programs was $750,000 for federal programs.

9. The City did not qualify as a low risk auditee for federal grant programs.

Financial Statement Findings

Financial statement findings are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

Findings and Questioned Costs for Major Federal Programs

Single audit findings are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.

CITY OF NEPTUNE BEACH, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Section II – Financial Statement Findings

2023-01 – Financial Close and Reporting

Condition—During the year, the City experienced unexpected turnover in the finance department. When unexpected turnover of key personnel in a small organization such as the City occurs, there is significant loss of institutional knowledge as well as a lack of familiarity with the activity being audited. The City is also unable to provide accurate financial data throughout the year for management and elected officials. As a result, completion of audit testing was significantly delayed because the trial balance provided for the audit required significant adjustments to complete the financial close for the year. During final fieldwork, we identified several areas that required audit adjustments to correct the City's accounting records. The following audit adjustments were material to the financial statements:

- Reduce pooled cash in the General Fund by approximately $309,000, reduce pooled cash in the Water and Sewer Fund by approximately $442,000, increase pooled cash in the Sanitation Fund by approximately $236,000, increase pooled cash in the Stormwater Fund by approximately $754,000, and reduce pooled cash in Non-Major Funds by approximately $240,000.
- Record approximately $386,000 of capital additions in Governmental Activities and $169,000 of capital additions in the Water and Sewer Fund.
- Remove revenues and add deferred inflows of approximately $308,000 in the General Fund for funds that were receivable but not available within 60 days of year-end.
- Record approximately $1,020,000 of unposted investment activity in the Police Officers' Pension Fund.
- Reverse prior year unbilled revenues of about $265,000 in the Water and Sewer Fund and $79,000 in the Sanitation Fund.
- Remove approximately $74,000 of unbilled revenues in the Stormwater Fund.
- Remove approximately $183,000 of ad valorem revenues in the General Fund that had been double posted.
- Remove approximately $384,000 of accrued compensated absences and payroll expenditures from the general fund, since compensated absences are not to be recorded at the fund level in governmental funds.
- Prior period adjustment in the General Fund to decrease beginning equity and increase deferred inflows by approximately $258,260 for Lifeguard funds that were earned in fiscal year 2022 but not received until fiscal year 2024.
- Prior period adjustment in the Stormwater Fund to increase beginning equity and decrease revenue by approximately $245,000 for grant funds received in fiscal year 2023 that should have been recorded as revenues and receivables in fiscal year 2022.
- Record interfund transfers of approximately $498,000 out of Non-Major Funds and into the General Fund, and approximately $442,000 out of the Water and Sewer Fund and into the Stormwater Fund.

Effects—As a result, the audit was not completed by the statutory due date of June 30, 2024, and the City's financial statements would have been materially misstated if adjustments noted above had not been identified during the audit process.

***Recommendation*—**Although unexpected turnover of key personnel will create disruption, we recommend a review of the sufficiency of documentation of job roles, responsibilities, and key financial closing processes within the finance department. Additional documentation of these items may assist with transition when unexpected turnover occurs.

2023-02 – Cash Reconciliation

***Condition*—**Timely and accurate bank reconciliations prepared and reviewed by personnel who are independent of the cashiering function are a key financial control. Although the cash reconciliations were performed, there was no documentation indicating proper review and approval of the reconciliations.

Additionally, we noted that the new accounting system will allow entries to be made that change accounts for the total cash in bank, the total equity in pooled cash, and/or the total fund-level claims on cash by different amounts. There were no controls noted as part of the cash reconciliation process or otherwise that would prevent or detect and correct such imbalances in pooled cash.

***Effect*—**Without timely completion or proper review and approval of bank reconciliations there is a greater risk that material errors or fraudulent transactions would go undetected. Additionally, a lack of controls monitoring and maintaining the proper balance of the pooled cash process led to significant imbalances between recorded amounts of cash in bank, equity in pooled cash, and the various funds' claims on pooled cash that are not prevented or detected and corrected in a timely manner.

***Recommendation*—**We recommend that the City evaluate its bank reconciliation process to ensure that bank reconciliations are regularly completed and reviewed each month for the previous month's activity and that any identified discrepancies are properly investigated and corrected. We also recommend that controls be implemented that prevent or detect and correct imbalances in pooled cash.

2023-03 – Approval of Payroll Reports

***Condition*—**One of the City's key controls over payroll is for the Chief Financial Officer (CFO) to review the payroll bank transfer against the payroll register to ensure what was drawn from the bank matches the payroll reports for each pay period and to sign the reports to document this review and approval. During our testing of payroll controls we noted 18 out of 26 pay periods for which there was no signature on the payroll reports documenting this review took place. Additionally, for 30 out of 40 paychecks tested, documentation of proper approval of pay rates could not be located. Finally, for 3 out of 40 paychecks tested, documentation of proper approval of timesheets could not be located.

***Effect*—**Although we did not note any actual discrepancies in payroll batch totals, pay rates or timecard hours, a lack of a review of payroll documentation could result in erroneous or fraudulent payments that are not prevented or detected and corrected on a timely basis.

Since this process is also significant to the single audit major program, this finding is applied to internal control over compliance for the major program, under the Uniform Guidance, as well as internal control over financial reporting in accordance with *Government Auditing Standards*.

***Recommendation*—**We recommend that the payroll approval process be followed for all pay periods and that contingencies be established to determine a backup reviewer for each payroll control in the event that the primary reviewer is unavailable to review a particular pay period.

2023-04 – Lack of Approval of Manual Journal Entries

***Condition*—**The City's policy is to document review and approval of manual journal entries in a log that is signed by the person proposing the entry and the person approving the entry. However, the new finance staff could not locate this log for any of the manual journal entries posted to fiscal year 2023. Because of this, there is no documented evidence that the manual journal entries were properly reviewed and approved.

***Effect*—**Lack of a review of manual journal entries could result in erroneous or fraudulent entries that are not prevented or detected and corrected on a timely basis.

***Recommendation*—**We recommend that all manual journal entries be reviewed by someone in management other than the person who created the entry prior to it being posted to the general ledger. We also recommend that this documentation be retained in a manner that is easy to locate and retrieve for audit documentation.

2023-05 – Clearing Fund

***Condition*—**During the audit, we noted that the clearing fund within the General Fund contains liability accounts with a net debit (negative liability) balance of about $86,000. The clearing fund also contains a cash balance of negative $86,000. To date, the City has not been able to determine the cause of these negative balances or the appropriate corrective adjustments.

***Effect*—**Significant unexplained balances in the clearing fund could indicate a misstatement of cash, liabilities, revenues, expenditures, or some combination of these.

***Recommendation*—**We recommend the City investigate the cause of these negative balances to determine if they are indicative of material misstatements. We also recommend that clearing accounts be reconciled on a monthly basis and that significant unknown reconciling items be investigated in a timely manner.

2023-06 – Lack of Approval of Disbursements

***Condition*—**Two of the City's key controls over the regular cash disbursements process are to require prior purchase authorization for purchases that meet certain dollar thresholds and/or other qualitative criteria and for the CFO or City Manager to document approval of disbursement batches prior to funds being disbursed. Out of a sample of 40 disbursements tested, 10 disbursements met the City's criteria requiring prior purchase authorization. However, documentation of that prior authorization could not be located for any of those 10 disbursements. Additionally, we noted 34 out of 40 disbursements tested for which the CFO or City Manager's approval of the disbursement batch could not be located.

***Effect*—**Although our test of controls did not note any disbursements that were inappropriate or incorrectly recorded, a lack of proper purchase approval and/or disbursement approval could result in erroneous or fraudulent disbursements that are not prevented or detected and corrected on a timely basis.

***Recommendation*—**We recommend that the City's disbursement approval processes be consistently followed for all disbursements.

2023-07 – Excess Miscellaneous Revenues

***Condition*—**Due to unexpected turnover in the City's finance department during the year, several large closing entries had to be posted by the City to correct materially misstated balances in the General Fund. Because the appropriate offsetting accounts for these entries could not be determined, the entries were offset by increasing General Fund miscellaneous revenues by about $400,000.

***Effect*—**The General Fund continues to report approximately $400,000 of excess miscellaneous revenues which have not been identified as to source or that they are in fact revenues or associated with activities that should be reported in the General Fund. Since neither the cause of the excess miscellaneous revenues reported in the General Fund nor the other funds that may be affected by the excess revenues could be determined, we were unable to form opinions on the General Fund or the Water/Sewer fund.

***Recommendation*—**We recognize the difficulty identifying, hiring, and retaining qualified accounting personnel in the current marketplace. It is our recommendation that these vacancies be filled as quickly as possible when they occur, the City implement policies and procedures aimed at reducing turnover, and improve training manuals and documentation of procedures to ensure that daily financial transactions are properly recorded during times of turnover in the finance department.

2023-08 – Capital Assets

***Condition*—**The City manually tracks capital asset additions, disposals, and depreciation outside of the accounting general ledger and then manually posts entries to the general ledger to reflect the capital asset activity. During our audit we noted several amounts recorded as capital outlay expenditures on the general ledger were significantly different than capital additions in governmental and enterprise funds. In some cases, capital outlay was recorded, but the related addition was not capitalized on the balance sheet. In other cases, additions were capitalized, but the fund level expense was recorded to another expenditure account instead of capital outlay (such as repairs and maintenance or professional services).

***Effect*—**Significant time was spent adjusting and reconciling capital outlays and capital additions in the general ledger to each other and to the manual capital asset subsidiary ledgers. Additionally, the City's financial statements would have been materially misstated if the related adjustments had not been identified during the audit process.

***Recommendation*—**We recommend that the City regularly reconcile activity in the manual capital asset ledger to the accounting general ledger.

2023-09 – Audit Submission

***Condition*—**Chapter 185, Florida Statutes, requires municipal police pension plans to submit audited financial statements for each fiscal year to the Florida Division of Retirement (the Division) in a timely manner, prior to the disbursement of premium tax funds to the plan. Chapter 218, Florida Statutes, requires local governmental entities to provide audited financial statements for each fiscal year to the Auditor General no later than 9 months after the end of the fiscal year. Delays in closing the fiscal year 2023 financial year led to the audit not being completed in time for compliance with these requirements.

***Effect*—**The Division has withheld premium tax funds from the City's Police Pension Plan for fiscal year 2023 for failure to comply with this requirement. The City also failed to comply with the requirement to submit audited financial statements to the Auditor General within 9 months of the end of the fiscal year.

***Recommendation*—**We recommend the City review its financial close and reporting processes to ensure the audit can be completed in time for all required submissions.

2023-10 – Budgetary Compliance

***Condition*—**During our testing of budgetary compliance, we noted over-expenditures of budget amounting to $1,200 in the Mayor and Council Department of the General Fund, $100,065 in the Finance Department of the General Fund, $12,783 in the City Attorney Department of the General Fund, $185,491 in the Police Department of the General Fund, $122,223 in the Public Works Department of the General Fund, $1,543 in the Lifeguard/Beach Cleanup Department of the General Fund, $104,300 in the Street Improvement Fund, and $454,197 in the Capital Improvement Fund.

***Effect*—**Expenditures exceeded the legally authorized level of spending for the departments and funds listed above.

***Recommendation*—**We recommend the City review their processes for monitoring budget versus actual performance to ensure that expenditures do not exceed the budgeted amounts.

Section III – Federal Award Findings and Questioned Costs

2023-03 – Approval of Payroll Reports

See full description of this finding in Section II – Financial Statement Findings

Section IV – Summary Schedule of Prior Audit Findings

2022-01 – Financial Close and Reporting – Repeat Finding 2023-01
2022-02 – Cash Reconciliation – Repeat Finding 2023-02
2022-03 – Approval of Payroll Reports – Repeat Finding 2023-03
2022-04 – Lack of Approval of Manual Journal Entries – Repeat Finding 2023-04
2022-05 – Clearing Fund – Repeat Finding 2023-05
2022-06 – Unrecorded Liabilities – Corrective Actions Were Taken
2022-07 – Excess Miscellaneous Revenues – Repeat Finding 2023-07
2022-08 – Audit Submission – Repeat Finding 2023-09
2022-09 – Budgetary Compliance – Repeat Finding 2023-10
2022-10 – Sanitation Fund Deficit (Management Letter Comment) – Repeat Finding 2023-11

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the financial statements of the sanitation fund; the stormwater utility fund; the paid parking fund, and the aggregate remaining fund information; and we were engaged to audit the governmental activities; the business-type activities; the general fund; and the water and sewer fund of the City of Neptune Beach, Florida (the City) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 20, 2025. Our report issues an unmodified report on the sanitation fund; the stormwater utility fund; the paid parking fund, and the aggregate remaining fund information and disclaims an opinion on the governmental activities; the business-type activities; the general fund; and the water and sewer fund because the City had insufficient accounting personnel and procedures to determine the correct offset for material correcting entries that were offset to miscellaneous revenues.

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may

exist that were not identified. We identified certain deficiencies in internal control, described on the accompanying schedule of findings and questioned costs as 2023-01, 2023-02, 2023-03, 2023-04, 2023-05, 2023-06, 2023-07, and 2023-08 as items that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of non-compliance or other matters, described on the accompanying schedule of findings and questioned costs as 2023-09 and 2023-10, that are required to be reported under *Government Auditing Standards.*

Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to findings identified in our audit is described in its accompanying letter. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of the audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Purvis Gray

June 20, 2025
Gainesville, Florida

PURVIS GRAY

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES – INVESTMENT OF PUBLIC FUNDS

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

We have examined the City of Neptune Beach, Florida's (the City) compliance with Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2023. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination of the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements during the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies and pass-through entities, the Mayor, and City Council members, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Purvis Gray

June 20, 2025
Gainesville, Florida

MANAGEMENT LETTER

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

Report on the Financial Statements
We have audited the financial statements of the City of Neptune Beach, Florida (the City) as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 20, 2025.

Auditor's Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal* Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements
We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with the American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated June 20, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding financial audit report, except for the following:

Current Year Finding #	2021-2022 FY Finding #	2020-2021 FY Finding #
2023-01	2022-01	2021-01
2023-02	2022-02	2021-02
2023-03	2022-03	2021-03
2023-04	2022-04	2021-04
2023-05	2022-05	2021-06
2023-07	2022-07	N/A
2022-09	2022-08	2021-08
2022-10	2022-09	2021-09

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

MANAGEMENT LETTER

Official Title and Legal Authority
Section 10.554(1)(i)4., *Rules of the Auditor General,* requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is included in Note 1 to the financial statements.

Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and communicate the results of our determination as to whether or not the City met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General,* we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General,* requires that we communicate any recommendations to improve financial management. In connection with our audit, we have the following recommendation.

2023-11 – Sanitation Fund Deficit Cash Position

Sanitation Fund operating expenses continue to exceed revenues; as a result the fund has a negative cash and fund balance position at year-end. The negative cash position has been temporarily eliminated by an interfund loan. We recommend that the City review sanitation costs and rates if the intent is for sanitation services to pay for themselves or, if not, budget transfers in from other funds to make up the operating deficits.

Special District Component Units
Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that the City had no special district component units.

Additional Matters
Section 10.554(1)(i)3., *Rules of the Auditor General,* requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Honorable Mayor, City Councilors, and City Manager
City of Neptune Beach, Florida
Neptune Beach, Florida

MANAGEMENT LETTER

Purpose of this Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Council Members, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

Purvis Gray

June 20, 2025
Gainesville, Florida

June 20, 2025

Purvis Gray and Company, LLP
P.O. Box 141270
Gainesville, FL 32614

RE: Response to Management Letter

2023-01 – Financial Close and Reporting

Condition—During the year, the City experienced unexpected turnover in the finance department. When the unexpected turnover of key personnel in a small organization such as the City occurs, there is a significant loss of institutional knowledge as well as a lack of familiarity with the activity being audited. The City is also unable to provide accurate financial data throughout the year for management and elected officials. As a result, completion of audit testing was significantly delayed because the trial balance provided for the audit required significant adjustments to complete the financial close for the year. During final fieldwork, we identified several areas that required audit adjustments to correct the City's accounting records. The following audit adjustments were material to the financial statements:

- Reduce pooled cash in the General Fund by approximately $309,000, reduce pooled cash in the Water and Sewer Fund by approximately $442,000, increase pooled cash in the Sanitation Fund by approximately $236,000, increase pooled cash in the Stormwater Fund by approximately $754,000, and reduce pooled cash in Non-Major Funds by approximately $240,000.
- Record approximately $386,000 of capital additions in Governmental Activities and $169,000 of capital additions in the Water and Sewer Fund.
- Remove revenues and add deferred inflows of approximately $308,000 in the General Fund for funds that were receivable but not available within 60 days of year-end.
- Record approximately $1,020,000 of unposted investment activity in the Police Officers' Pension Fund.
- Reverse prior year unbilled revenues of about $265,000 in the Water and Sewer Fund and $79,000 in the Sanitation Fund.
- Remove approximately $74,000 of unbilled revenues in the Stormwater Fund.
- Remove approximately $183,000 of ad valorem revenues in the General Fund that had been double posted.
- Remove approximately $384,000 of accrued compensated absences and payroll expenditures from the general fund, since compensated absences are not to be recorded at the fund level in governmental funds.
- Prior period adjustment in the General Fund to decrease beginning equity and increase deferred inflows by approximately $258,260 for Lifeguard funds that were earned in fiscal year 2022 but not received until fiscal year 2024.
- Prior period adjustment in the Stormwater Fund to increase beginning equity and decrease revenue by approximately $245,000 for grant funds received in fiscal year 2023 that should have been recorded as revenues and receivables in fiscal year 2022.
- Record interfund transfers of approximately $498,000 out of Non-Major Funds and into the General Fund, and approximately $442,000 out of the Water and Sewer Fund and into the Stormwater Fund.

Effect—As a result, the audit was not completed by the statutory due date of June 30, 2024, and the City's financial statements would have been materially misstated if adjustments noted above had not been identified during the audit process.

Recommendation—Although unexpected turnover of key personnel will create disruption, we recommend a review of the sufficiency of documentation of job roles, responsibilities, and key financial closing processes within the finance department. Additional documentation of these items may assist with transition when unexpected turnover occurs.

Management Response to Comment 2023-01

The City experienced several turnovers during fiscal year 2020-21, that included the Chief Financial Officer (CFO), Senior Accountant, and the payroll and accounts payable accountant, all long-tenured employees, which caused the loss of institutional knowledge. Eventually these positions were filled during fiscal year 2021-22 with the CFO position filled in the second quarter of FY 2022-23. However, the migration to a new TYLER-ERP system in the first quarter of FY 2022-23, the amount of backlogged work, and the lack of institutional knowledge caused major delays in processing financial information in a timely and accurate manner. The City understands the importance of continuity, uniformity, and control required and necessary to maintain an effective and efficient financial operation. To minimize future risks from a comparable situation happening again, the City has taken the opportunity to evaluate job roles, duties, responsibilities, and workflows to identify the overall operational needs are covered and to ensure an efficient and continue operation and minimize the impact in the case of turnover of key personnel. During the last quarter of FY 2022-23, management expanded the Finance Department by adding two new positions to ensure institutional knowledge is preserved and to better segregate duties and responsibilities to enhance/implement better internal controls. In addition, the Finance Department is in the process of reviewing and creating a policy and procedure manual to provide uniformity and better understanding on how to process business and financial transactions even when the department may experience unexpected loss of key personnel.

2023-02 – Cash Reconciliation

Condition—Timely and accurate bank reconciliations prepared and reviewed by personnel who are independent of the cashiering function are a key financial control. Although the cash reconciliations were performed, there was no documentation indicating proper review and approval of the reconciliations.

Additionally, we noted that the new accounting system will allow entries to be made that change accounts for the total cash in bank, the total equity in pooled cash, and/or the total fund-level claims on cash by different amounts. There were no controls noted as part of the cash reconciliation process or otherwise that would prevent or detect and correct such imbalances in pooled cash.

Effect—Without timely completion or proper review and approval of bank reconciliations there is a greater risk that material errors or fraudulent transactions would go undetected. Additionally, a lack of controls monitoring and maintaining the proper balance of the pooled cash process led to significant imbalances between recorded amounts of cash in bank, equity in pooled cash, and the various funds' claims on pooled cash that are not prevented or detected and corrected in a timely manner.

***Recommendation*—**We recommend that the City evaluate its bank reconciliation process to ensure that bank reconciliations are regularly completed and reviewed each month for the previous month's activity and that any identified discrepancies are properly investigated and corrected. We also recommend that controls be implemented that prevent or detect and correct imbalances in pooled cash.

Management Response to Comment 2023-02
Management agrees with the recommendation and recognizes that a monthly reconciliation process to review bank accounts to the general ledger is a crucial internal control element that helps identify discrepancy, provide a platform for investigation, and perform corrections timely. With the addition of a new accounting staff, management expect that monthly reconciliations and review of bank accounts to the general ledger will be performed on a timely basis as required. In addition, new policies and procedures are being reviewed and updated to ensure that monthly reconciliation of bank statements to the general ledger happens consistently and in a timely and accurate manner.

2023-03 – Approval of Payroll Reports

***Condition*—**One of the City's key controls over payroll is for the Chief Financial Officer (CFO) to review the payroll bank transfer against the payroll register to ensure what was drawn from the bank matches the payroll reports for each pay period and to sign the reports to document this review and approval. During our testing of payroll controls we noted 18 out of 26 pay periods for which there was no signature on the payroll reports documenting this review took place. Additionally, for 30 out of 40 paychecks tested, documentation of proper approval of pay rates could not be located. Finally, for 3 out of 40 paychecks tested, documentation of proper approval of timesheets could not be located.

***Effect*—**Although we did not note any actual discrepancies in payroll batch totals, pay rates or timecard hours, a lack of a review of payroll documentation could result in erroneous or fraudulent payments that are not prevented or detected and corrected on a timely basis.
Since this process is also significant to the single audit major program, this finding is applied to internal control over compliance for the major program, under the Uniform Guidance, as well as internal control over financial reporting in accordance with *Government Auditing Standards*.

***Recommendation*—**We recommend that the payroll approval process be followed for all pay periods and that contingencies be established to determine a backup reviewer for each payroll control in the event that the primary reviewer is unavailable to review a particular pay period.

Management Response to Comment 2023-03
Management agrees with the recommendation and recognizes that consistent review of the payroll processing is critical to minimize the risk of material mistakes that may lead to economic loss. On the last quarter of FY 2023-24, management acquired and deployed new payroll processing software and started to process payroll in the first period of FY 2023-24. In addition, new policies and procedures have been implemented to ensure that payroll reports are reviewed and approved by the CFO, delegated employee, or other City official in the event there is a gap in the Chief Financial Officer position

2023-04 – Lack of Approval of Manual Journal Entries

Condition—The City's policy is to document review and approval of manual journal entries in a log that is signed by the person proposing the entry and the person approving the entry. However, the new finance staff could not locate this log for any of the manual journal entries posted to fiscal year 2023. Because of this, there is no documented evidence that the manual journal entries were properly reviewed and approved.

Effect—Lack of a review of manual journal entries could result in erroneous or fraudulent entries that are not prevented or detected and corrected on a timely basis.

Recommendation—We recommend that all manual journal entries be reviewed by someone in management other than the person who created the entry prior to it being posted to the general ledger. We also recommend that this documentation be retained in a manner that is easy to locate and retrieve for audit documentation.

Management Response to Comment 2023-04
Management agrees and understands the need to have someone review and post manual journal entries other than the person entering them. Management implemented a new Enterprise Resource Planning (ERP) system that eliminates the process of manual journal entries. The new system provides the ability to initiate the journal entry (JE) by one employee, attach supporting documentation, if required, and forward the JE to a senior employee for review and approval. New policies and procedures have been developed to document the process in the TYLER system. In addition, the system provides additional security features that provide access to employees depending on their rolls and assigned responsibilities.

2023-05 – Clearing Fund

Condition—During the audit, we noted that the clearing fund within the General Fund contains liability accounts with a net debit (negative liability) balance of about $86,000. The clearing fund also contains a cash balance of negative $86,000. To date, the City has not been able to determine the cause of these negative balances or the appropriate corrective adjustments.

Effect—Significant unexplained balances in the clearing fund could indicate a misstatement of cash, liabilities, revenues, expenditures, or some combination of these.

Recommendation—We recommend the City investigate the cause of these negative balances to determine if they are indicative of material misstatements. We also recommend that clearing accounts be reconciled on a monthly basis and that significant unknown reconciling items be investigated in a timely manner.

Management Response to Comment 2023-05
Management concurs with the recommendation and recognizes the importance of reconciling the clearing accounts every time the payroll process is completed. With the implementation of the new payroll and ERP systems, management believe the new systems will provide the finance department with the tools necessary to review and edit payroll journal entries before recording them in general ledger on each payroll.

2023-06 – Lack of Approval of Disbursements

Condition—Two of the City's key controls over the regular cash disbursements process are to require prior purchase authorization for purchases that meet certain dollar thresholds and/or other qualitative criteria and for the CFO or City Manager to document approval of disbursement batches prior to funds being disbursed. Out of a sample of 40 disbursements tested, 10 disbursements met the City's criteria requiring prior purchase authorization. However, documentation of that prior authorization could not be located for any of those 10 disbursements. Additionally, we noted 34 out of 40 disbursements tested for which the CFO or City Manager's approval of the disbursement batch could not be located.

Effect—Although our test of controls did not note any disbursements that were inappropriate or incorrectly recorded, a lack of proper purchase approval and/or disbursement approval could result in erroneous or fraudulent disbursements that are not prevented or detected and corrected on a timely basis.

Recommendation—We recommend that the City's disbursement approval processes be consistently followed for all disbursements.

Management Response to Comment
Management concurs with the recommendation and recognizes the impact the unrecorded liabilities have on the current and subsequent years. Management believes the implementation of a new ERP system and adding staff to the Finance Department will improve the year-end review process to aid in capturing expenses even when there is turnover in the accountant positions. In addition, a year-end schedule has been incorporated to ensure crucial steps are not omitted and may cause material mistakes.

2023-07 – Excess Miscellaneous Revenues

Condition—Due to unexpected turnover in the City's finance department during the year, several large closing entries had to be posted by the City to correct materially misstated balances in the General Fund. Because the appropriate offsetting accounts for these entries could not be determined, the entries were offset by increasing General Fund miscellaneous revenues by about $400,000.

Effect—The General Fund continues to report approximately $400,000 of excess miscellaneous revenues which have not been identified as to source or that they are in fact revenues or associated with activities that should be reported in the General Fund. Since neither the cause of the excess miscellaneous revenues reported in the General Fund nor the other funds that may be affected by the excess revenues could be determined, we were unable to form opinions on the General Fund or the Water/Sewer fund.

Recommendation—We recognize the difficulty identifying, hiring, and retaining qualified accounting personnel in the current marketplace. It is our recommendation that these vacancies be filled as quickly as possible when they occur, the City implement policies and procedures aimed at reducing turnover, and improve training manuals and documentation of procedures to ensure that daily financial transactions are properly recorded during times of turnover in the finance department.

Management Response to Comment 2023-07
Management agrees with the recommendation to fill vacancies as soon as possible when they occur. However, sometimes hiring qualified candidates takes longer than desired. Management also agrees that lacking proper policies and procedures may lead to the recording of financial transactions incorrectly that may create material mistakes. The finance department started to document on how to process financial transactions correctly for each category to avoid inconsistency.

2023-08 – Capital Assets

Condition—The City manually tracks capital asset additions, disposals, and depreciation outside of the accounting general ledger and then manually posts entries to the general ledger to reflect the capital asset activity. During our audit we noted several amounts recorded as capital outlay expenditures on the general ledger were significantly different than capital additions in governmental and enterprise funds. In some cases, capital outlay was recorded, but the related addition was not capitalized on the balance sheet. In other cases, additions were capitalized, but the fund level expense was recorded to another expenditure account instead of capital outlay (such as repairs and maintenance or professional services).

Effect—Significant time was spent adjusting and reconciling capital outlays and capital additions in the general ledger to each other and to the manual capital asset subsidiary ledgers. Additionally, the City's financial statements would have been materially misstated if the related adjustments had not been identified during the audit process.

Recommendation—We recommend that the City regularly reconcile activity in the manual capital asset ledger to the accounting general ledger.

Management Response to Comment 2023-08
Management concurs with the recommendation and recognizes the importance of process recording, disposals, and depreciation of capital assets timely and accurately to increase assurance that financial information is presented free from material misstatements. Due to the lack of accounting personnel and institutional knowledge during FYs 2020-21, 2021-22, & 2022-23, the process was not performed consistently, or not performed at all, causing the conditions mentioned above. Management is in the process of evaluating Fixed Asset Management Systems that will integrate with TYLER to automate the entire process of recording additions, calculating depreciation, and disposal of fixed assets on a regular basis.

2023-09 – Audit Submission

Condition—Chapter 185, Florida Statutes, requires municipal police pension plans to submit audited financial statements for each fiscal year to the Florida Division of Retirement (the Division) in a timely manner, prior to the disbursement of premium tax funds to the plan. Chapter 218, Florida Statutes, requires local governmental entities to provide audited financial statements for each fiscal year to the Auditor General no later than 9 months after the end of the fiscal year. Delays in closing the fiscal year 2023 financial year led to the audit not being completed in time for compliance with these requirements.

***Effect*—**The Division has withheld premium tax funds from the City's Police Pension Plan for fiscal year 2023 for failure to comply with this requirement. The City also failed to comply with the requirement to submit audited financial statements to the Auditor General within 9 months of the end of the fiscal year.

***Recommendation*—**We recommend the City review its financial close and reporting processes to ensure the audit can be completed in time for all required submissions.

Management Response to Comment 2023-09
Management concurs with the recommendation and recognizes the impact of not reporting in a timely manner to ensure the premium tax funds are received by the plan. Management is implementing a plan to get the Accounting department to catch up on all financial reporting by hiring additional staff. In addition, the implementation of a new ERP system should make reporting to the auditors of the pension plan much easier. Management expects to complete the pending financial reports by May 30, 2025.

2023-10 – Budgetary Compliance

***Condition*—**During our testing of budgetary compliance, we noted over-expenditures of budget amounting to $1,200 in the Mayor and Council Department of the General Fund, $100,065 in the Finance Department of the General Fund, $12,783 in the City Attorney Department of the General Fund, $185,491, in the Police Department of the General Fund, $122,223 in the Public Works Department of the General Fund, $1,543 in the Lifeguard/Beach Cleanup Department of the General Fund, $104,300 in the Street Improvement Fund, and $454,197 in the Capital Improvement Fund.

***Effect*—**Expenditures exceeded the legally authorized level of spending for the departments and funds listed above.

***Recommendation*—**We recommend the City review their processes for monitoring budget versus actual performance to ensure that expenditures do not exceed the budgeted amounts.

Management Response to Comment 2023-10
Management concurs with the recommendation of budgetary compliance and recognizes the importance of monitoring the budget vs actual on a regular basis as a measure of internal control to avoid the expenditures exceeding the legally authorized spending levels. Since the CFO position and other accounting staff were vacant for most of the fiscal year, the regular budget review was not conducted accordingly, resulting in missing opportunities to stop departmental overspending or perform appropriate budget adjustments. The implementation of a new financial system and the addition of accounting personnel should provide the ability to perform budget vs actual analysis monthly and adjust accordingly to avoid spending over budgetary amounts.

Management Response to Comment 2023-11
The negative cash position in the Sanitation Fund will correct itself in FY2024 when an increase in sanitation rates goes into effect. In April 2024 the City increased rates from $22.05 to $38.08 per month. Prior to this increase in rates there had not been an increase since 2013.

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Item 3A -June Minutes

MINUTES
BUDGET WORKSHOP MEETING
MONDAY, JUNE 2, 2025, 4:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Budget Workshop of the City Council of the City of Neptune Beach was held on Monday, June 2, 2025, at 4:00 p.m, at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

IN ATTENDANCE:	STAFF:
Mayor Cori Bylund	City Manager Richard Pike
Vice Mayor Nia Livingston	City Attorney Paul Waters
Councilor Tim Horvath	Police Commander Gary Stucki
Councilor Josh Messinger *(arrived 5:09 p.m.)*	Chief Financial Officer Jaime Hernandez
Councilor Brent Rogers	Senior Center Director Leslie Lyne
	Public Works Director Deryle Calhoun
	Parks and Sustainability Director Colin Moore
	HR Coordinator Jillian McCann
	City Clerk Catherine Ponson

Call to Order/Roll Call/

Mayor Bylund called the Budget Workshop meeting to order at 4:00 p.m. and led the Pledge of Allegiance.

Public Works

Public Works Director Deryle Calhoun gave an update on the status of the FY25 projects.

Mr. Calhoun reviewed the proposed FY26 budget for Streets, Public Works General Fund, Stormwater, and Water and Sewer (Water and Wastewater).

Discussion included prioritizing projects, ranking the projects and stormwater fees.

City Manager

City Manager Richard Pike stated his budget reflects a 3.5% cost-of-living increase, which is being requested for all employees. There are no other major changes.

Mr. Pike pointed out the City is in current negotiations with the Local 630 and FOP unions for three-year contracts. He expressed that pay, healthcare, and retirement will be negotiated every year. He reminded everyone that when he became City Manager in 2023, the City had 16 vacancies in Public Works. The City increased pay rates and offered to pay health benefits to attract employees. Those positions were filled. He does not want to get in a similar situation again.

Mr. Pike also stated that, since 2023, of the four health plans the employee has to choose from, the City covers 100% for all tiers for two of those plans. He also pointed out that prior to that, the City covered 100% for the employee and 50% for dependents.

Parks and Sustainability	Parks and Sustainability Director Colin Moore reported he would be focusing on a Capital Improvements Plan (CIP) project, which is Jarboe Park Phase II. The total is $580,000, which includes the parking lot, athletic field with irrigation, and a children's pump track. He added the City has requested the full amount from the City of Jacksonville as part of the Community Benefits agreement. COJ Councilmember Rory Diamond has access to $1 million to be distributed throughout his District 13. This is not guaranteed and it is being added to the FY26 budget. Mr. Moore pointed out that the areas in this request were not included in the first phase of Jarboe Park. An area not included in the Master Plan for Jarboe Park has been proposed for a children's pump track. This was based on community feedback. He also reviewed additional parks and sustainability projects, including additional shade, and lighting/security cameras. A Kayak launch and generators for the Police Department and City Hall have been included through grant matches.
Finance	Chief Financial Officer Jamie Hernandez reported his budget is for nine people. There are no special projects planned for FY26.
Adjournment	There being no further business, Mayor Bylund adjourned the Budget Workshop at 5:16 p.m.

_____
Corrine A. Bylund, Mayor

ATTEST:

_____
Catherine Ponson, CMC
City Clerk

Approved: _____

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MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, JUNE 2, 2025, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, June 2, 2025, at 6:00 p.m, at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

IN ATTENDANCE:	STAFF:
Mayor Cori Bylund	City Manager Richard Pike
Vice Mayor Nia Livingston	City Attorney Paul Waters
Councilor Tim Horvath	Police Commander Gary Stucki
Councilor Josh Messinger	Chief Financial Officer Jaime Hernandez
Councilor Brent Rogers	Senior Center Director Leslie Lyne
	Public Works Director Deryle Calhoun
	Parks and Sustainability Director Colin Moore
	City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

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

APPROVAL OF MINUTES

Minutes

Made by Horvath, seconded by Livingston.

MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

May 5, 2025, Regular Council Meeting
May 19, 2025, Special City Council Meeting
May 19, 2025, Workshop City Council Meeting
May 19, 2025, Town Hall Council Meeting

Roll Call Vote:
Ayes: 5 – Horvath, Messinger, Rogers, Livingston and Bylund
Noes: 0

MOTION CARRIED

PUBLIC COMMENTS

Public Comments

Ginny Thurson, 1200 7th Street, Neptune Beach, spoke regarding the questioning of a committee applicant at a previous meeting.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, commented on the importance of a forensic audit and the Penman Road Project.

Jack Sminkey, 59 Oak Knoll Court, St. Augustine, Florida, 32092, stated he had filed two claims against the City of Neptune Beach involving the Neptune Beach Police Department. He also asked for the resignation of Chief of Police Michael Key and added there are problems with the Police Department training.

CITY MANAGER REPORT

Letter to Atlantic Beach

City Manager Richard Pike requested Council approve a letter to the City of Atlantic Beach requesting fire suppression services for the 500 Atlantic proposed development.

Made by Horvath, seconded by Livingston.

MOTION: **TO APPROVE THE LETTER TO THE CITY OF ATLANTIC BEACH REQUESTING FIRE SUPPRESSION SERVICES FOR 500 ATLANTIC PROPOSED DEVELOPMENT**

Made by Messinger, seconded by Livingston.

AMENDED MOTION: **TO APPROVE THE LETTER TO ATLANTIC BEACH BY ADDING 572 ATLANTIC TO THE REQUEST**

Roll Call Vote:
Ayes: 5-Messinger, Rogers, Horvath, Livingston, and Bylund.
Noes: 0

MOTION CARRIED

The monthly City Manager Reports can be found on the City website at: https://www.nbfl.gov/city-manager/pages/city-manager-reports.

OLD BUSINESS

Stormwater Model and Strategic Planning Briefing

Stormwater Model and Strategic Planning Briefing. Public Works Director Deryle Calhoun explained that on May 19 Council had requested more information on the development of the stormwater hydraulic model, and the stormwater system strategic plan to improve drainage conditions. He reported that the strategic plan was presented in May, 2023, based on community input in a series of workshops.

Brian Icerman, Executive Director-Project Delivery, JonesEdmunds, presented the Stormwater Planning Update. He explained that the stormwater program includes items such as asset identification, condition assessments, and stormwater reviews. He reported there were close 80 different drainage concerns identified throughout the City, based on citizen input. He explained the benefits that have been a result of the modeling, including the acceleration of the permitting for Myra, Margaret and South Streets and grant funding.

The Myra, Margaret and South Streets drainage improvement project will be on the June 16 agenda.

NEW BUSINESS

Res. No. 2025-12, Appt to Pension Board

Resolution No. 2025-12, Appointment of Member to Police Officers' Retirement Board.

Made by Livingston, seconded by Messinger.

MOTION: **TO APPROVE RESOLUTION NO. 2025-12, APPOINTING SAM WILLIAMS AS THE FIFTH MEMBER OF THE POLICE OFFICERS' RETIREMENT FUND BOARD**

Councilor Messinger questioned if there was any conflict as the applicant, Sam Williams, is a former St. Johns County police officer and a current employee of the City of Neptune Beach Police Department.

City Attorney Paul Waters explained Mr. Williams is a civilian employee and not a member of the Neptune Beach Police Officers' Retirement System. This is not a conflict and does not violate Code Section 2-347(a), Board of Trustees.

Roll Call Vote:
Ayes: 1 - Messinger
Nays: 4 - Rogers, Horvath, Livingston and Bylund

MOTION FAILED

Jarboe Park Improvements

Jarboe Park Improvements. Parks and Sustainability Director Colin Moore reported these improvements are for the design of what will be Phase II for Jarboe Park. They include the parking lot, an athletic/multi-use field, and pump track. Beginning the design would put the City in a posture for a request made to COJ for the construction funding of around $580,000. That funding will be available October 1, 2025. The funding for the design is currently in the Parks and Sustainability budget.

Made by Livingston, seconded by Rogers.

MOTION: **TO APPROVE THE PIGGYBACK AGREEMENT WITH ACON CONSTRUCTION, AS WRITTEN, WITH A GMP (GUARATEED MAXIMUM PRICE) OF $72,567.00**

Roll Call Vote:
Ayes: 5- Horvath, Messinger, Rogers, Livingston and Bylund
Noes: 0

MOTION CARRIED

COMMITTEE REPORTS

Finance & Auditor Selection Committee Report

Finance & Auditor Selection Committee Report. Councilor Rogers reported that the primary purpose of the committee is to select the auditor and the City is on track for the RFP. He also reported that the Senior Center was discussed. His best understanding is the City spent $1,064,000 on the Senior Center. $550,550 came from the Better Jax ½ Cent Sales Tax and $508,457 came directly from the City.

There was no money moved between accounts. Senior Center Director Leslie Lyne has stated she would refund the City $249,630. The Senior Center has a cash balance of $330,890. 95. Reimbursement agreements were also reviewed. He summarized that the City has still spent $258,827.42.

Mr. Rogers also reported the Committee discussed the City's cash management. The cash balance is not generating much of a return. The taxpayers are losing out on opportunities.

It is his recommendation to determine what appropriate level of reserves are needed and everything else could be legally used for investment options.

Made by Horvath, seconded by Livingston.

MOTION: **TO DIRECT CFO JAIME HERNANDEZ TO COME UP WITH AN INVESTMENT PLAN TO PRESENT AT WORKSHOP MEETING ON JUNE 16, 2025, COUNCIL MEETING**

Roll Call Vote:
Ayes: 5- Messinger, Rogers, Horvath, Livingston and Bylund
Noes: 0

MOTION CARRIED

Made by Rogers, seconded by Horvath.

MOTION: **TO DIRECT CFO JAIME HERNANDEZ TO MOVE $249,630 FROM THE SENIOR CENTER ACCOUNT TO THE GENERAL FUND**

Roll Call Vote:
Ayes: 5-Rogers, Horvath, Messinger, Livingston and Bylund
Noes: 0

MOTION CARRIED

Council discussion included how to move forward on the repairs, the reimbursement of the $258,827.42, moving this to a workshop, and timeline of reimbursements.

Senior Center Director Leslie Lyne explained that the $249,630 reimbursement was agreed upon before the previous City Manager hired an elite architectural and landscaping firm, which then increased the cost from $249,630 to $500,000. The wrap-around porch, initially planned as just a front porch, contributed to the price hike. Additional issues, such as the air conditioners, further escalated the costs. She did not agree to payback that extra cost. She also expressed she has managed to keep her department operational through donations and grants.

Mr. Calhoun stated he would invite Frank Anderson from ACON Construction to the June 16 Council workshop to brief Council on the Senior Center repairs.

COUNCIL COMMENTS

Mayor Bylund announced that the palm trees on 3rd Street would be wrapped with orange lights and there would be signage raising awareness of Gun Violence Weekend from June 6-8, 2025.

Adjournment There being no further business, Mayor Bylund adjourned the meeting at 7:39 p.m.

Corrine A. Bylund, Mayor

ATTEST:

_____
Catherine Ponson, CMC
City Clerk

Approved: _____

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MINUTES
BUDGET WORKSHOP MEETING
MONDAY, JUNE 16, 2025, 4:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Budget Workshop of the City Council of the City of Neptune Beach was held on Monday, June 16, 2025, at 4:00 p.m, at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

IN ATTENDANCE:	STAFF:
Mayor Cori Bylund	City Manager Richard Pike
Vice Mayor Nia Livingston	City Attorney Paul Waters
Councilor Tim Horvath	Police Commander Gary Stucki
Councilor Josh Messinger	Chief Financial Officer Jaime Hernandez
Councilor Brent Rogers	Senior Center Director Leslie Lyne
	Public Works Director Deryle Calhoun
	Parks and Sustainability Director Colin Moore
	HR Coordinator Jillian McCann
	City Clerk Catherine Ponson

Call to Order/Roll Call/

Mayor Bylund called the Budget Workshop meeting to order at 4:00 p.m.

City Clerk

City Clerk Catherine Ponson presented the Clerk's FY26 Budget. She stated that her budget includes fees for membership in the International Institute of Municipal Clerks and the Florida Association of City Clerks. She is also requesting funding for sound upgrades in Council Chambers. The audio system is the original system when City Hall was built in 1997.

Human Resources

HR Coordinator Jillian McCann reported her budget includes funds for streamlining hiring processes by utilizing Government Jobs. She has also implemented training for supervisors through KnowBe4. The employees utilize Attendance on Demand for timekeeping. She is also continuing her HR certification through FSU Learn.

Community Development

Community Development Director Heather Whitmore reviewed her department and budget. She gave an update of the revenues and expenditures. She added that as revised Schedule of Fees would be coming before Council to update the fees for service the City charges. The fees will cover all cost of service offered by the City.

Senior Center

Senior Center Director Leslie Lyne presented her budget. This is for the operational portion of her Senior Center budget. She explained that a not-for-profit was formed in order to receive donations.

IT (Information Technology)

IT Director Ricardo Pizarro presented the IT department budget. He explained the infrastructure and applications, including software and hardware. He explained the disaster recovery process, backup system modernization and security camera upgrades.

Adjournment There being no further business, Mayor Bylund adjourned the Budget Workshop at 4:44 p.m.

_____
Corrine A. Bylund, Mayor

ATTEST:

_____
Catherine Ponson, CMC
City Clerk

Approved: _____

****These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, please go to: https://www.nbfl.gov/minutes-and-agendas, and click on the video for the meeting in question.***

MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, JUNE 16, 2025, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held Monday, June 16, 2025, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:	STAFF:
Mayor Cori Bylund	City Manager Richard Pike
Vice Mayor Nia Livingston	City Attorney Paul Waters
Councilor Tim Horvath	Chief Financial Officer Jaime Hernandez
Councilor Josh Messinger	Public Works Director Deryle Calhoun
Councilor Brent Rogers	Sergeant William Torres
	Parks and Sustainability Director Colin Moore
	Senior Center Director Leslie Lyne
	City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

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

RESOLUTIONS

Res. No. 2025-13

Resolution No. 2025-13, A Resolution of the City of Neptune Beach Accepting that Certain Special Warranty Deed from Jacksonville Transportation Authority (JTA) for Parcel ID No. 173297-0000.

Parks and Sustainability Director Colin Moore explained this parcel was part of the Atlantic Boulevard/Mayport Road Flyover construction project. The Jacksonville Transportation Authority (JTA) acquired a .14 acre-parcel at the southwest corner of Atlantic Boulevard and Florida Boulevard. It currently has the “Welcome to Neptune Beach” sign on it and the City has been maintaining it since the flyover project. JTA prepared a deed for the City to accept the parcel which would allow additional improvements, including trees and landscaping

Made by Messinger, seconded by Horvath.

MOTION: **TO APPROVE RESOLUTION 2025-13, ACCEPTING THAT CERTAIN SPECIAL WARRANTY DEED FROM JACKSONVILLE TRANSPORTATION AUTHORITY (JTA) FOR PARCEL ID NO. 173297-0000**

Roll Call Vote:
Ayes: 5 - Horvath, Messinger, Rogers, Livingston and Bylund
Noes: 0

MOTION CARRIED

Stormwater Improvements-Myra, Margaret and South

Stormwater Improvements-Myra, Margaret and South. Public Works Director Deryle Calhoun explained this was the same agenda item from May 19, 2025, and was deferred until more information could be provided. Brian Icerman with Jones Edmunds, presented the stormwater strategic plan from 2023 at the June 2, 2025, Council meeting to provide that information.

Mr. Calhoun stated two bids were received and were reviewed by Jones Edmunds for conformance with the bid documents. The following bids include an owner-designated contingency allowance of $20,000: Jax Utilities Management, Inc. $1,511,081.51 and Petticoat-Schmitt $2,065,200.00. As a result of the review, Jones Edmunds provided a Bid Review and Evaluation of Findings letter finding the Jax Utilities Management, Inc. bid in conformance.

Made by Livingston, seconded by Messinger.

MOTION: TO AWARD TO JAX UTILITIES MANAGEMENT, INC. IN THE AMOUNT OF $1,511,081.51 FOR THE STORMWATER IMPROVEMENTS

Roll Call Vote:
Ayes: 5-Messinger, Rogers, Horvath, Livingston and Bylund
Noes: 0

MOTION CARRIED

3rd Street Gravity Sanitary Sewer Improvements

3rd Street Gravity Sanitary Sewer Improvements. Mr. Calhoun explained during routine cleaning of the 12" sanitary sewer pipe crossing 3rd Street, the cleaning tool became lodged due to pipe failure. Video inspection of the pipe after repair indicates a concrete utility pole has settled on and subsequently deformed the pipe, presumably due to soil lost over time as the pipe failed. A redundant pipeline, already in design, was advertised for bid and because of the existing pipe's condition, a second pipeline was added as an addendum to the bid package.

Mr. Calhoun presented four options for consideration based on the sole bid received from Jax Utilities Management for the project.

Discussion included concern for the Beaches Energy utility pole positioned over the sewer line, the costs and liabilities of relocating the pole, the necessity of redundancy in the sewer system, and planning and coordination with Beaches Energy.

Made by Messinger, seconded by Livingston.

MOTION: TO MOVE FORWARD WITH OPTION 3, TO AWARD JAX UTILITIES MANAGEMENT IN THE AMOUNT OF $957,605.13 FOR THE BASE BID AND RETURN TO COUNCIL FOR CONSIDERATION OF EXISTING PIPELINE RECONSTRUCTION AND UTILITY POLE RELOCATION ONCE COSTS ARE KNOWN

Roll Call Vote:
Ayes: 4 - Horvath, Messinger, Livingston and Bylund
Noes: 1- Rogers

MOTION CARRIED

Senior Center Damage Assessment

Senior Center Damage Assessment. Frank Anderson, ACON Construction, reported that water is traveling through the building from the roof. The design is working for the water to run down and get out. The water is not staying. The damage is at the drains, which will have to be restructured. The footings are not washed away. Two sides will have to be taken apart and pull off the sidings. The windows will need to be recast as they were installed incorrectly. He is waiting on an assessment from construction engineers to make sure the roof loads will work with the building for the over roof to stop the leaks as that is where leaks are coming in. He is trying to put together cost impact for the proposal.

Councilor Messinger commented that he would like the proposal to include a total dollar figure that includes the interior repairs to put the Senior Center back together properly.

City Attorney Paul Waters recommended when the new bid is submitted for the interior rebuild, it should also include mold remediation.

Made by Livingston, seconded by Horvath.

MOTION: TO MOVE FORWARD WITH REPAIRING THE TWO EXPOSED SIDES OF THE BUILDING

Roll Call Vote:
Ayes: 5 - Horvath, Messinger, Rogers, Livingston and Bylund
Noes: 0

MOTION CARRIED

CEI Services -3rd Street Gravity Sanitary Sewer Improvements

CEI Services -3rd Street Gravity Sanitary Sewer Improvements. Mr. Calhoun explained this is for construction, engineering and inspection services for the 3rd Street Gravity Sanitary Sewer Improvements. CEI contractors serve as the owner's representative and provide assurance to FDOT that construction is completed in accordance with FDOT standards and specifications. The firms typically provide services including daily maintenance of traffic inspections, certify, and inspect for the asphalt and flowable fill. The City does not have the expertise for this. VIA Consulting Services is currently under contract with JEA and is well known to FDOT. Service are only billed for the hours used.

Discussion included if the price quote would change based on the actual cost of the project and how much the CEI contractor would need to be onsite.

Made by Messinger, seconded by Horvath.

MOTION: TO DEFER THE CEI SERVICES ITEM TO DETERMINE IF PRICE INCLUDES ADDED DESIGN FROM PROJECT AND CONFIRM FDOT REQUIREMENTS

Roll Call Vote:

Ayes: 5- Messinger, Rogers, Horvath, Livingston and Bylund
Noes: 0

MOTION CARRIED

Agenda Items Deferred

Mayor Bylund announced that the Request for the Extension of the Contract for the Sale of Right-of-Way and the Pete's Bar agenda item have been deferred. This deferral was requested by the buyer of the right-of-way and the representatives of Pete's Bar.

Permit and Asset Management Platform Purchase

Permit and Asset Management Platform Purchase. IT Director Ricardo Pizarro explained to implement a digital land and asset management platform, this solution and content services model offers a structured framework for content management, process automation, analytics, and more. Currently, the City of Neptune Beach lacks an efficient, searchable digital index for land and permit records, making them inaccessible to the public. Additionally, there is no workflow automation for right-of-way (ROW) operations, geocoding of assets, or permitting. This will allow adequate time to configure workflows, align responsibilities, and begin our digital transition as we move into FY26.

Made by Livingston, seconded by Messinger.

MOTION: TO APPROVE THE AWARD TO MYGOV, AS PROPOSED FOR PERMIT AND ASSET MANAGEMENT

Roll Call Vote:
Ayes: 5 - Rogers, Horvath, Messinger, Livingston, and Bylund
Noes: 0

MOTION CARRIED

Adjournment

There being no further business, the Special Meeting adjourned at 7:24 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to: https://www.nbfl.gov/minutes-and-agendas. and click on the video for the meeting you wish to view.*

MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, JUNE 16, 2025, 7:29 P.M.
IMMEDIATELY FOLLOWING SPECIAL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, June 16, 2025, at 7:29 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

IN ATTENDANCE:	STAFF:
Mayor Cori Bylund	City Manager Richard Pike
Vice Mayor Nia Livingston	City Attorney Paul Waters
Councilor Tim Horvath	Chief Financial Officer Jaime Hernandez
Councilor Josh Messinger	Sergeant Willliam Torres
Councilor Brent Rogers	Public Works Director Deryle Calhoun
	Parks and Sustainability Director Colin Moore
	Senior Center Director Leslie Lyne
	City Clerk Catherine Ponson

Call to Order/Roll Call

Mayor Bylund called the workshop meeting to order at 7:29 p.m.

Proposed Ordinance No. 2025-05, Historical Review Board

Proposed Ordinance No. 2025-05, Historical Review Board. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration, Article VII, Boards and Commissions, By Creating Division 5, Historical Review Board, Providing Codification, Conflicts, Severability, and Providing an Effective Date (For Discussion)

Community Development Director Heather Whitmore commented she had discussed with Councilor Messinger revisions since the last meeting. Revisions discussed included an 18-month “sunset” provision being added to allow the Council an opportunity to perform a cost-benefit analysis of allowing the board to continue operating; Council being the reviewing authority of determinations of historic significance (“look-back” period); criterion for findings of fact were added to obtain a determination of historical significance; a one-year residency requirement was added to the to become a board member and the qualifications to become a board member be broadened to make more interested persons eligible to serve on the board.

The proposed ordinance, with the discussed revisions added, will be moved forward for first reading on July 7, 2025.

Adjournment There being no further business, the workshop meeting adjourned at 7:47 p.m.

_____
Corrine A. Bylund, Mayor

ATTEST:

_____
Catherine Ponson, CMC
City Clerk

Approved: _____

MINUTES
TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE WORKSHOP MEETING
MONDAY, JUNE 16, 2025, 7:47 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Town Hall Meeting of the City Council of the City of Neptune Beach was held on Monday, June 16, 2025, at 7:47 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:
Mayor Cori Bylund
Vice Mayor Nia Livingston*(absent)*
Councilor Tim Horvath
Councilor Josh Messinger
Councilor Brent Rogers

STAFF:
City Manager Richard Pike
City Attorney Paul Waters
Sergeant William Torres
Chief Financial Officer Jaime Hernandez
Public Works Director Deryle Calhoun
Parks and Sustainability Director Colin Moore
City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

Mayor Bylund called the Town Hall Meeting to order at 7:47 p.m.

Public Comments - FY26 Budget & Millage Rate

Mayor Bylund announced the first public comments would be regarding the FY26 Budget and Millage Rate. There were no speakers for this portion of the Town Hall.

Mayor Bylund reported there had already been two budget workshops and a finance and auditor selection committee meeting. There will be another Town Hall meeting for the budget and mileage rate in July.

City Manager Richard Pike announced the mileage rate and the Police Department budget would be presented in July.

Public Comments – Open Topics

Mayor Bylund opened public comments on open topics.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, raised questions regarding the water suppression letter to Atlantic Beach.

Mayor Bylund explained this is for fire suppression only and is to meet insurance requirements.

Mr. Pike emphasized that the water, if needed, would be metered and the request is not for the 88,000 gallons that is being referenced.

Penny Kennedy, 2018 Acacia Road, Neptune Beach, inquired about a building inspection at the Senior Center and items on the agenda not being discussed.

Mayor Bylund explained the items, the contract for the sale of right-of-way and the Pete's Bar item, were both withdrawn by the buyer of the right-of-way and representatives for Pete's Bar, respectively.

Community Development Director Heather Whitmore advised there were permits and inspections and she would be happy to provide those records.

Adjournment The Town Hall Meeting adjourned at 7:58 p.m.

_____
Corrine A. Bylund, Mayor

ATTEST:

_____
Catherine Ponson, CMC
City Clerk

Approved: _____

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Agenda Item 5A

City Manager's Report

Departmental Recaps-7/02/2025

<u>Police Department- Chief Michael Key</u> ***(See Separate June 2025 Report)***

<u>City Clerk-Catherine Ponson</u>

- Submitted Continuing Assignments for Florida Clerk Professional Program
- Fulfill ongoing public records requests
- Prepare Minutes and Council agenda packets
- Prepare public notices for all upcoming meetings, including the Finance Committee, FOP, and Local 630
- Prepare and submit required public hearing notices

<u>Community Development-Heather Whitmore</u>

1. **Public Meetings:**
    a. **City Council:**
        i. July 7, 2025:
            1. Ordinance No. 2025-05 Establishing Chapter 2: Division 5. Historical Review Board
            2. Fee Ordinance
            3. Special Magistrate RFP
            4. Pete's Development Order Modification and Dumpster Lease
        ii. July 21, 2025:
            1. 1112 Third St Development Agreement and Land Swap purchase agreement
            2. Bakkes extension
    b. **Community Development Board:**
        i. July Cancelled, August 13 next meeting
2. **Important Topics:**
    a. **State Legislation SB 784- Effective July 1, 2025**
        i. Requiring administrative approval of all plats. Local government must designate, by ordinance, an administrative authority to process and approve plat or replat submittals.

    b. **State Legislation SB 180 - Effective July 1, 2025**
        i. Prohibits impact fees (user fees) for replacement facilities

ii. Creates requirements for municipal post-storm permitting, training, and operations.
iii. Municipalities are required to offer online expedited (seven-day) and fee-waived post-storm permitting and inspections.
iv. Municipalities must offer a post-storm staffing plan and alternative office locations, including an interlocal agreement.
v. Municipalities must offer access to online permitting and records.
vi. Municipal post-storm debris collection contract and drop-off location required.
vii. Prohibits the adoption of local lookback ordinances.
viii. Prohibits municipalities from adopting more restrictive laws or procedures for comprehensive plans or land development regulations concerning all permits.
ix. Prohibits a fee increase 180 days after a storm.
x. Creates requirements for municipal stormwater and flood reporting, funding, and improvement plans.
xi. Requires annual state-led staff audit for storm-related performance.
xii. FBC "Renovations" redefined from 30% to 75% in post-storm

c. State Legislation SB 683 - Effective July 1, 2025

i. Requires local governments to approve or deny all change orders from their contractors within 35 days.
ii. Reduces the time period for a building department to review residential and trade building permit applications to five days.
iii. Prohibits local government from requesting material and labor costs for permitting.
iv. Private providers may provide automated building plans, examinations, and inspections by affidavit.

3. Planning and Public Engagement Initiatives

a. SAFE AND CLEAN: Code Enforcement Campaign for hurricane preparedness

b. Hurricane and Flood Preparedness Campaign

c. Third/Atlantic Master Planning/Kmart Redevelopment/Lemon Street Unified Plan- forthcoming for review by Council Workshop

d. Comp Plan Updates - forthcoming June/July 2025:

i. Property Right's Element
ii. Infrastructure Element: Water Supply Facilities Work Plan

4. Incoming Development

a. Pete's Bar (for review and comment)

i. Dumpster Lease
ii. Development Order Modification

b. 1112 Third St (for review and comment)
    i. Development Agreement
    ii. Utilities Availability
    iii. Development Order/Special Exception/Variance

c. Bakkes/Marsh Point Development- Purchase extension

5. **Services/Contracts**
    a. Community Development Online Permitting and Electronic Records - forthcoming 2025/2026 FY
    b. JFRD Fire Plans Examination and Inspection Service Contract – forthcoming pending dates from JFRD

6. **Special Projects**
    a. City Wide Fee Resolution Table 2022-07 – forthcoming July/August 2025 adoption, Aug-Sept, Tyler, Oct 1 kick off
    b. Special Magistrate RFP – July 2025

<u>Finance-Jaime Hernandez</u>

1. Financial Statement delivered by Purvis Gray on 6/26/2025
    a. Audited Financial Statement for FY 2022-23 delivered by Purvis Gray on 6/26/2025
    b. Filed electronically to the state on 6/26/2025 (flaudgen@aud.state.fl.us).
    c. Mailed hard copy to the Auditor General on 6/26/2025

2. Completed draft on Operating Budget for FY 2025-26:
    a. General Fund
    b. Enterprise Funds

3. Request for Proposal for auditing services advertised on 6/19/2025
    a. Daily Record
    b. Demand Start

4. Investment Policy Draft
    a. Develop an investment plan (7/7/2025)

5. Water & Sewer Rate Study
    a. Good for 10 years (2025 to 2034)
    b. Prepare required rate adjustment for Water & Sewer
    c. Develop a revenue & expenses forecast
    d. Capital improvement funding plan
    e. Forecast future fund balance
    f. Review the proposed rate resolution

Human Resources-Jillian McCann

- Currently seeking candidates for the following positions: GIS Architect, IT Support Specialist, and Laborer I
- Professional development is ongoing.

IT Department-Ricardo Pizarro

- Approval granted for moving forward with Tyler One: MyGov Permitting and Code Enforcement Software.
- Working with vendors on implementation plans and guidance.
- Storm Preparations are underway at the Data Center and at physical sites.
- Reviewing applicants for GIS, IT Support Specialist, and Social Media Collaborator.

Parks & Sustainability- Colin Moore

- FY 25 State Appropriations Request for Bay St Culvert Replacement approved in State Budget – awaiting final approval by Governor
- Lighting repairs to Jarboe Park courts were completed the week of 6/15
- Special Warranty Deed from JTA for parcel adjacent to Cleary Park approved by City Council on 6/16
- Ribbon cutting for recently designated Eddie Bounds Field scheduled for Saturday, July 12 at 10:00 am
- Planning installation of new beach showers at Lemon St and Florida Blvd accesses (Florida Blvd shower installed June 13)
- Coordinating Butterfly Garden improvements with the Ish Brant Beautification Committee
- Coordinating potential traffic calming improvements on South St and Bay St with FDOT

Public Works- Deryle Calhoun

(Updates in underline font)

Potable Water System

- Replacement Well 5 – Well driller has completed drilling, water testing, and performance testing. Final pipe tie-in is complete. The electrical panel was delivered, but it is missing equipment, which is delaying installation. Once the pump is tested, Well 5 will be left off-line while Wells 1 and 2 are abandoned.
- Fire protection water supply gap analysis – Gap report is finalized. The contractor flow tested all hydrants in the system over several days, beginning on 5/28/25. Test results indicate the system is performing as expected.

Wastewater System

- Redundant 3rd Street gravity pipeline – Pre-construction meeting scheduled for 7/03/25. Staff working on contract documents and notice to proceed. CONB messaging to the community and through FDOT to begin.
- Florida Blvd force main extension – Project was approved in the FY25 budget. Bidding for this project is on hold.

Stormwater System

- Hopkins Creek improvements at Florida and Forest – COJ engineering consultant at 60% design in April. Final design and permitting are expected by the end of the calendar year and will be released for bid early in 2026. Construction would begin mid-2026.
- Myra, Margaret, and South stormwater improvements – Council approved for award; staff working on contract and notice to proceed. Messaging to the community to begin.

Senior Center

- Water intrusion damage – ACON presented to Council its initial damage assessment findings. Tentatively scheduled to present proposal for renovations at Council's 7/21/25 meeting.

Public Works

- Public Works roofing project – Award was rescinded at Council 4/21/25 to address roof panel specification issue and to address buildings within the floodplain. A project pre-bid meeting was held. Bids open 7/16/25.
- Lifeguard station intermediate improvements – Surveyor completed Elevation Certificate. Staff working on contractor quotes.

Parks

- Pickleball lighting replacement under warranty is complete.
- Cleary Park improvements – COJ tree commission request for trees has been pushed to the July meeting. Quotes received for lighting and landscape improvements around the new sign.

Senior Center-Leslie Lyne

- CDBG Grant application under review-anticipate June approval for $48,000
- State of Florida Department of Agriculture & Consumer Services application submitted
- FSCJ Broadway in Jacksonville production of ABBA, July 12, 2025 (28 people reserved seating)
- YTD DONATIONS/FUNDRAISERS $26,215.37
- Guests/Members scheduled on fundraising tours to Kenya & Tanzania, South Africa, California Sequoia tour, Azores tour, Costa Rico, Holland, Belgium Tulip tour, Paris & Normandy tour; Antarctica, Christmas Markets, Black Hills & Badlands, National Parks, and more
- Mystery Meet Up Social & Ice Cream Party-Wednesday, June 25 (24 attendees)
- YTD programs/events delivered- 2,010
- YTD Attendees-5,960 (duplicated)
- YTD Attendees-561 (unduplicated)

Building Activity October 1, 2024 to September 30, 2025					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-24	125	83	187	$24,781.74	$2,510,542
Nov-24	72	53	160	$22,912.39	$2,166,100
Dec-24	83	55	156	$30,572.52	$2,549,817
Jan-25	100	63	162	$42,657.66	$2,692,440
Feb-25	83	67	176	$13,974.35	$3,587,915
Mar-25	111	70	194	$33,700.11	$1,902,369
Apr-25	114	77	195	$29,562.53	$2,974,802
May-25	110	91	203	$15,853.00	$1,540,389
Jun-25	80	90	112	$18,906.85	$1,454,720
Jul-25					
Aug-25					
Sep-25					
Totals	878	649	1545	$232,921.15	$21,379,094

Building Activity October 1, 2023 to September 30, 2024					
Month	# of Permits Issued	Plan Review	Inspections Completed	Cash Receipts	Valuation of Work Done
Oct-23	97	54	202	$22,747.07	$1,815,941
Nov-23	67	64	145	$21,240.24	$2,137,749
Dec-23	69	57	121	$25,076.22	$3,926,104
Jan-24	80	40	171	$32,451.56	$1,608,064
Feb-24	97	73	160	$26,968.00	$2,956,444
Mar-24	95	72	169	$20,826.74	$1,474,411
Apr-24	78	54	161	$29,682.00	$2,196,388
May-24	105	71	202	$23,169.39	$2,291,398
Jun-24	73	46	171	$21,351.09	$1,955,108
Jul-24					
Aug-24					
Sep-24					
Totals	761	531	1502	$223,512.31	$20,361,607
Difference	117	118	43	$ 9,409	$ 1,017,487
%	15%	22%	3%	4%	5%

2025 Monthly Case Activity Report

06/01/2025 - 06/30/2025

Case #	Main Status	Description of Violation	Parcel #	Activity Date	Activity Type	Description
2023071	Open	UNFINISHED CONSTRUCTI	173372 0600	6/30/2025	Follow up	
2025040	Open	STORAGE CONTAINER	177473 0010	6/30/2025	Follow up	POD on site property mowed and clean. Extension to 7/21
2025035	Open		177653 2020	6/30/2025	Send Letter	COURTESY LETTER SENT 6/30/25
2023071	Open	UNFINISHED CONSTRUCTI	173372 0600	6/30/2025	Follow up	Spoke with Mr McCormick on site and he stated he is starting second level siding today and will be continuing throughout week. I told him I will reinspect in 2weeks
2025045	Open		173072 0000	6/30/2025	Follow up	Checking progress next inspection is 7/7. Grass mowed debris removed from front and side yards
2025046	Open		173085 0000	6/30/2025	Follow up	Check progress. More debris removed from property. Spoke with Mr. Cathey on site and discussed progress and next inspection on 7/7
2025051	Open		177653 2020	6/30/2025	Follow up	Van is inoperable, has flat tires. Trailer is inoperable, has flat tires. Neighbor Mr Brennen at 2042 granted access to his property to view violations. Property posted NO TRESPASS
2025043	Open	NUISANCE GRASS AND	177547 0000	6/30/2025	Follow up	
2025051	Open		177653 2020	6/30/2025	Send Letter	courtesy letter sent 6/30/25
2025053	Open		172698 0105	6/30/2025	Inspection	Gate shut at entry. Package remained at gate. Posted contact card along with sea turtle lighting brochure. Will reattempt contact at end of week. No lights on at time of inspection. Complaint r from Jennifer Burns Beaches Sea Turtle Patrol.
2025053	Open		172698 0105	6/30/2025	Follow up	
2025047	Closed	NEIGHBORS	178077 1108	6/25/2025	information	RECEIVED CALL ABOUT THE CONSTRUCTION IN BACK YARD. NO PERMIT FOUND. CASE CREATED. PIPER
2025050	Closed		172729 0010	6/25/2025	Inspection	Spoke with contractor on site and they stated after lunch truck will be on site to pick up and haul off Debris. Set reinspection for end of day to confirm
2025050	Closed		172729 0010	6/25/2025	Follow up	All debris removed from right of way
2025047	Closed	NEIGHBORS APPEARS TO	178077 1108	6/25/2025	Follow up	spoke with listed property owner and he stated that no construction is taking place on property. i explained height restrictions and permits required if anything is to be built. went to complaina property no answer at door. close case at this time
2025049	Closed		172912 0006	6/24/2025	Inspection	no unpermitted work being conducted. spoke with maintenance man on site. he stated he was clearing trash, touching up paint, and removing lettering from front door. he also said new tenan not set to occupy unit until august. close case
2025043	Open	NUISANCE GRASS AND	177547 0000	6/24/2025	Follow up	spoke with Naomi Blais 352-805-8610 with GATORLEINSEARCH and updated her on current code enforcement cases and expired permits on property
2023089	Open	Grass, unsecure bldg	177547 0000	6/24/2025	Follow up	spoke with Naomi Blais 352-805-8610 with GATORLEINSEARCH and updated her on current code enforcement cases and expired permits on property
2025045	Open		173072 0000	6/23/2025	Follow up	
2025046	Open		173085 0000	6/23/2025	Follow up	
2025043	Open	NUISANCE GRASS AND	177547 0000	6/23/2025	Follow up	Trash from front of structure has been removed. some grass cut. no one on site. gate open. net inspection 6/27
2025043	Open	NUISANCE GRASS AND	177547 0000	6/20/2025	Follow up	spoke with Site Manager Darren Goban 850-209-7895. he was on site mowing an cleaning property. we discussed items to be removed. granted extension to friday 6/27 to complete
2025043	Open	NUISANCE GRASS AND	177547 0000	6/20/2025	Follow up	No one on site at time of inspection. Overgrowth and debris remains. Will reattempt to make contact and get update on completion date
2025045	Open		173072 0000	6/20/2025	Follow up	Spoke with property owner Lee Moore 904-472-9175 he stated he has started working on cleaning property and cutting grass. I informed him of next inspection and he stated he will be on site Monday 6/23
2025040	Open	STORAGE CONTAINER	177473 0010	6/20/2025	Follow up	Spoke with property owner Mr DOMINGO and he requested extension for 30 days to allow time to complete interior repairs and then unload pod set new inspection for JUL 20
2025040	Open	STORAGE CONTAINER	177473 0010	6/20/2025	Follow up	
2025039	Closed	overgrowth	177473 0010	6/20/2025	Follow up	Spoke with property owner Mr Domingo and he requested 2 week extension to remove and pick up yard set new inspection for jul7
2025039	Closed	overgrowth	177473 0010	6/20/2025	Follow up	Grass mowed debris removed
2025026	Closed	overgrowth, inoperable	178846 0000	6/20/2025	Follow up	Violation complied close case. Grass mowed and truck removed
2023108	Closed	Rear Fence Dispute and	173057 0000	6/18/2025	Follow up	Due to age of case, Close case. Notes from previous inspection noted no violations.
2024018	Closed	NEIGHBOR INSTALLED	172649 0000	6/18/2025	Follow up	Close case due to age will confer with public work regarding curbing.
2023062	Closed	Trash Can on Bay between	172894 0000	6/18/2025	Follow up	No trash cans on right of way close case
2023038	Closed	Abandon Car Bay & First		6/18/2025	Follow up	Vehicle removed from area. No address given in case. Close
2025048	Closed	SAYS NEIGHBORS	173414 0000	6/17/2025	Follow up	called complainant and left voicemail. close case.
2025026	Closed	overgrowth, inoperable	178846 0000	6/16/2025	Follow up	Spoke with Norman Morgan 904-241-7888 and explained ordinance and remedy to comply. He stated he will be ready at end of week.
2025042	Closed	Damaged fence	178958 0198	6/16/2025	Follow up	Fence repaired close case

2023071	Open	UNFINISHED CONSTRUCTI	173372 0600	6/16/2025	Follow up	Lower siding has been painted. Set follow up for 2 weeks
2022153	Closed	Building no finished roof,	173085 0000	6/9/2025	Follow up	Close case. New case 2025046 to address debris on property
2025045	Open		173072 0000	6/9/2025	Inspection	Inspected property. No visual evidence of hole in roof at this time. No legal access to rear of property to determine if boat and trailers have valid tags. Boat and trailer on side yard must be remo Did see overgrowth and loose debris on site. Posted contact card at door set new inspection for 15 days.
2025046	Open		173085 0000	6/9/2025	Inspection	Spoke with property owner on site and explained ordinance, remedy and initial timeline for next inspection. He stated he would work on getting debris moved and secured. Next inspection set fo 6/24/25
2025046	Open		173085 0000	6/9/2025	Follow up	spoke with Mr. Cathey on site and discussed progress. extension to 7/7 to allow time to continue to clean property
2025045	Open		173072 0000	6/9/2025	Follow up	Some work has been done. Boat/trailer on side yard removed. Front and side yard mowed but regrowth. Items still need to be stored and put away in rear yard. Rear yard needs mow. Extensior 7/7. Spoke with Mr. Moore and discussed remaining items he stated he will send pics and update as things are completed.
2024060	Closed	Fences, walls and hedges.	173187 0000	6/6/2025	Follow up	close case due to age of case. will discuss violation and proceed with new case as needed
2025039	Closed	overgrowth	177473 0010	6/4/2025	Inspection	Property cited for overgrowth and trash (metal on ground, broken fence)
2025040	Open	STORAGE CONTAINER	177473 0010	6/4/2025	Inspection	Storage pod on site. No active building permit.
2025033	Closed	Trash, unsecured	177531 0000	6/4/2025	Follow up	Car wash building has been boarded and secure. Trash remains. Received email from Pam Howard stating remaining work to be completed by 6/10 . Set follow up inspection to confirm completi Sent email to CONFIRM EXTENSION TO 6/13 to allow time to complete and comply violation.
2025033	Closed	Trash, unsecured	177531 0000	6/4/2025	Follow up	Trash removed. Car wash has been boarded.
2025039	Closed	overgrowth	177473 0010	6/4/2025	information	courtesy letter sent
2025040	Open	STORAGE CONTAINER	177473 0010	6/4/2025	information	courtesy letter sent
2025026	Closed	overgrowth, inoperable	178846 0000	6/4/2025	Follow up	received email from Rachelle Chapman with contact number for tenant Jamie 904-249-4967. i explained violation and he stated he updated father/property owner that vehicle needs updated tag tire inflated.
2023071	Open	UNFINISHED CONSTRUCTI	173372 0600	6/4/2025	Follow up	Progress on siding install
2025016	Closed	Grass, unsecure bldg	177547 0000	6/4/2025	information	Close case due to age of case and no activity. New case 2025043 opened to address grass and trash
2025043	Open	NUISANCE GRASS AND	177547 0000	6/4/2025	Inspection	Cited property for overgrowth and trash/debris. Security vehicle on site. No sign of any personnel on site, gates appear locked and secure.
2025043	Open	NUISANCE GRASS AND	177547 0000	6/4/2025	Send Letter	Courtesy letter sent. email sent
2025044	Open	BOAT	173668 0000	6/4/2025	Inspection	
2025041	Closed	Signs	173424 0100	6/3/2025	Inspection	Inspected property. 2 banner signs on ROW. 1 small trailer in parking lot near sidewalk that displays business. Business is closed. Set follow up for 6/4/25 to meet with staff to explain ordinance have them comply.
2025041	Closed	Signs	173424 0100	6/3/2025	Follow up	Met business owner/staff about signs. banner signs removed from right of way and trees has been removed
2025042	Closed	Damaged fence	178958 0198	6/3/2025	Inspection	Inspected property for damaged fence. Photos taken from right of way. Damage to fence on right side of house, pool visible. Gate on left side damaged. Allows unrestricted access to rear of pro . No answer at door.set reinspection for 10 days (6/13/25). Spoke property owner Mrs Parker on site and explained violation and ordinance. She stated she will have repaired by next inspection and ensure gates are closed.
2025026	Closed	overgrowth, inoperable	178846 0000	6/3/2025	Follow up	vehicle remains in violation. expired tag and flat tire. grass has regrown since last mowed. sent email to property owner at ROCKCHAP@LIVE.COM in attempt to make contact and resolve violatic set follow up to friday 6/6/25
2025026	Closed	overgrowth, inoperable	178846 0000	6/3/2025	Follow up	

Total Records: 60

Agenda Item #8A
Ord. No. 2025-05
Historical
Review Board

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	First Reading: ORDINANCE NO. 2025-05 Establishing Chapter 2: DIVISION 5. HISTORICAL REVIEW BOARD Sponsor: Mayor Cori Bylund
SUBMITTED BY:	Heather Whitmore, AICP, PTP, Community Development Director
DATE:	July 7, 2025
BACKGROUND:	Ordinance No. 2025-05 Establishes Chapter 2: Division 5. Historical Review Board. The Ordinance provides a means for property owners to obtain an exception to certain requirements found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations for Development Permits with a Certificate of Appropriateness based on a Determination of Historical Significance as granted by the Historical Review Board in a Quasi-Judicial hearing. The Historical Review Board meets each calendar month. Notice of meetings of the Historical Review Board and agenda items in accordance with state statute. Applications for Determination of Historical Significance are filed with the City Community Development Department and reviewed by the Boad. The Historical Review Board may make a Determination of Historical Significance for properties that are at least fifty (50) years old and retain the physical characteristics for the time the structure was built (some exceptions apply). The Historical Review Board shall determine eligibly based on satisfaction of at least one criteria for historical designation (as outlined in Sec. 2-499 (b)). The designation is voluntary and only granted for qualified properties based on findings of fact of consistency with the with codified historic character qualifications though a quasi-judicial hearing. The Historically Significant designation is proscriptive and incentive-based, not prohibitive, by providing enhanced and expanded development rights with less regulations. The designation is not mandated.

	Upon a Determination of Historical Significance, the Historical Review Board may consider an application for a Certificate of Appropriateness to obtain a Development Permit which may allow exceptions to any requirement found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations. All exterior work to a Historically Significant property requires an approved Certificate of Appropriateness (COA) application. An approved COA is required for such work as repairs, alterations, window replacement, additions, new construction, demolition and relocation. Sitework, such as repair and installation of new sidewalks and driveways, also require an approved COA. An approved COA application ensures that the proposed work is consistent with the appropriate design regulations and historic preservation standards. Interior work can be approved administratively. Other work, such as street visible additions, new construction, window replacement, demolition and relocation, will require the review and action by the Historical Review Board. An approved COA is required before a building permit can be issued.The Certificate of Appropriateness review and approval is voluntary, permitting greater development standard flexibility in exchange for consistency with codified historic character design elements. The designation is non-transferable and would run with the owner and under the terms it was applied for and approved. The Historical Significance designation compliance and Certificate of Appropriateness conditions are not required to be maintained if the owner no longer wishes to remain consistent with the with codified historic character design elements. If the Historically Significant designation was terminated, then the enhanced and expanded rights with development standard flexibility (ie. Zoning exception for setbacks, lot coverage, and FAR) would also be terminated. The Council initially considered this ordinance on April 21, 2025. The Council also held a workshop on June 16, 2025. Based on the Council's individual comments on April 21, 2025 and comments submitted prior to and during the June 16, 2025 workshop, the following amendments were made to the draft ordinance, all of which are highlighted in yellow: 1) The qualifications to become a board member were broadened to make more interested persons eligible to serve on the Board 2) A one-year residency requirement was added to the to become a board member. 3) Criteria for findings of fact were added to obtain a determination of historical significance 4) Council was granted reviewing authority of determinations of historic significance ("look-back" period) 5) An 18-month "sunset" provision was added to allow the Council an opportunity to perform a cost-benefit analysis of allowing the board to continue operating.
BUDGET:	NA

RECOMMENDATION:	Approve first reading and forward for second reading
ATTACHMENT:	Ex A) ORDINANCE NO. 2025-05 Establishing Chapter 2: DIVISION 5. HISTORICAL REVIEW BOARD Ex B) Business impact Statement

SPONSORED BY:

MAYOR CORRNE BYLUND

ORDINANCE NO. 2025-05

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION, ARTICLE VII. BOARDS AND COMMISSIONS BY CREATING DIVISION 5. HISTORICAL REVIEW BOARD; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article VII of the City of Neptune Beach's Code of Ordinances establishes Boards and Commissions**;** and

WHEREAS, it is the Intent of this Ordinance to create a Historical Review Board to make Determinations of Historical Significance and to issue Certificates of Appropriateness; and

WHEREAS, it is the intent of this Ordinance that applicants for Development Permits may submit a Certificate of Appropriateness based on a Determination of Historical Significance to request an exception to certain requirements found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations; and

WHEREAS, it is the intent of this Ordinance to provide procedural due process to all applicants and interested parties for Determination of Historical Significance and issuance of Certificates of Appropriateness.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL ON BEHALF OF THE PEOPLE OF THE CITY OF NEPTUNE BEACH, FLORIDA that:

SECTION 1. Chapter 2., Article VII of the Code of Ordinances, City of Neptune Beach, Florida is hereby amended to read as follows: (~~strikethrough~~ text shall mean deletions and underlined / highlighted text shall mean additions):

DIVISION 5. HISTORICAL REVIEW BOARD

Sec. 2-492. – Established.

A Historical Review Board for the City of Neptune Beach, Florida, is hereby established. The Historical Review Board may be dissolved by a majority vote of City Council at any time, for any reason and members of the Board serve at the will of the City Council and may be removed with or without cause by a majority vote.

Sec. 2-493. Generally

(a) A Certificate of Appropriates shall be submitted for review and approval for any Development Permit request for exterior modifications or site work performed on a Historically Significant Property.

(b) A Certificate of Appropriateness and a Determination of Historical Significance is nontransferable. Both are unique to the applicant and shall be automatically void upon the sale or change of ownership of the subject property. The Determination of Historical Significance shall not inure to the benefit of the subsequent property owners unless said future property owners apply for such designation as prescribed herein. The City may revoke a Certificate of Appropriateness or a Determination of Historical Significance upon the change in characteristics of the subject property. For example, and not to be meant as an all-inclusive list of examples: changing the exterior historical character or aesthetics of the property, changing the footprint of the structures on the property, changing the use of the property, or violating any provision of the Code of Ordinances or of the elements that lead to the Historical Review Board's final determination.

Sec. 2-494. Definitions

Certificate of Appropriateness is a designation required to apply for a Development Permit for any new construction, alteration, relocation, or demolition on a property with a Determination of Historic Significance

Crime of Moral Turpitude is any offense that violates the community standards of honesty and good morals including but not limited to fraud, theft, misrepresentation, and violence.

Determination of Historic Significance is a finding that a structure is at least fifty (50) years old and retains the physical characteristics for the time the structure was built and otherwise meets the requirements found in Section 2-499.

Development Permit has the same meaning as the definition found in Chapter 27, Section 27-15 of the Unified Land Development Code of the City of Neptune Beach.

Quasi-Judicial hearing involves a process where the Board acts in a capacity similar to that of a court. This type of hearing is characterized by the following elements: basic due process requirements such as notice and hearing and right to present testimony, evidence and cross examine witnesses; application of existing policies to specific facts, rather than creating new policies. This means the decision impacts a limited number of persons or property owners and is based on distinct alternatives presented at the hearing; public participation and reviewability of final decisions by petition for writ of certiorari to the circuit court. The circuit court's review of quasi-judicial decisions is confined to: (1) whether procedural due process is accorded, (2) whether the essential requirements of law have been observed, and (3) whether the administrative findings and judgment are supported by competent substantial evidence.

Sec. 2-495. Composition, qualifications and terms of office.

(a) The Historical Review Board shall consist of five (5) members, all of whom shall be residents of the City of Neptune Beach. A Quorum shall consist of three members. All motions shall be approved by majority vote. Any interested and eligible citizen as provided for above, may be appointed to the board, but those with experience or interest in the field of historic preservation shall receive special consideration. Whenever possible, the board shall include individuals with following experience:

1) An Architect or Engineer licensed under Chapters 471 or 481, Florida Statutes with verifiable experience in rehabilitating historic residential or commercial structures;

2) A teacher or professor with verifiable experience in the fields of history, architectural history, historic landscapes or art history;

3) A planner or urban designer with a bachelor's degree in planning or closely related field, with course work or verifiable experience in historic preservation;

4) A real estate sales professional licensed under Chapter 475, Florida Statutes with verifiable experience in transactions involving historic properties;

5) A licensed attorney in the State of Florida;

6) A licensed contractor under Chapter 489, Florida Statutes, with verifiable experience rehabilitating historic residential or commercial structures; or

7) Consideration will be given to any of the above professionals who holds an equivalent license in another state, or that has retired.

8) Any licensed or retired professional selected for membership on the Historical Review Board shall not have a history of discipline from the licensing agency.

(b) Any current or prior violation of the Code of Ethics for Public Officers and Employees found in Chapter 112, Florida Statutes, prior felony criminal conviction or prior conviction, or plea of no lo contendere, regardless of adjudication, of any crime involving Moral Turpitude shall disqualify any person from being appointed or serving as a member of the Historical Review Board.

(c) All members of the Historical Review Board shall be appointed by the Mayor and confirmed by the City Council.

(d) Members of the Historical Review Board shall elect a chair and a vice-chair for a one-year term each. The chair shall preside at all meetings and shall have the right to vote. The vice-chair shall preside in the absence of the chair.

(e) Initial Members of the Historical Review Board shall serve staggered terms. Three of the initial Board Members shall be appointed for terms of three (3) years. Two of the initial Board members shall be appointed for terms of two (2) years. Members may be reappointed for one additional consecutive two-year term. If reappointed, Members may be eligible to reapply for the Board after one year and may serve an additional term of three (3) years. Subsequent Members shall be appointed for terms of three (3) years. In the event the City is unable to appoint five (5) members, the Board may conduct business with three (3) duly appointed members until such time as a full Board is appointed.

(f) Members previously appointed shall continue to serve until such time as they are replaced or reappointed

(d) All members of the Historical Review Board shall serve without compensation.

(e) Whenever vacancies shall occur, a person qualified shall be appointed by the Mayor and approved by the City Council to fill such vacancies for the unexpired term.

(f) An employee of the City may not serve as a member of the Historical Review Board.

(g) Members of the Historical Review Board are expected to attend each committee meeting in person. More than three unexcused absences in a rolling twelve-month period shall be grounds for removal for cause.

(h) All members of the Historical Review Board shall have been a resident of the City of Neptune Beach for a period of at least one year at the time of appointment.

Sec. 2-496. Meetings and Board procedures.

(a) The Historical Review Board shall adopt rules of procedure to carry out its purposes. All rules must conform to this Code, other city ordinances, and state law and shall be filed in the office of the city clerk.

(b) All meetings shall be conducted in a public building and shall be open to the public.

(c) The Historical review Board shall meet each calendar month, unless cancelled by the board or its chair; and more often at the call of the chair, the board, or the city council.

(d) Notice of meetings of the Historical Review Board shall be given as provided for in this Code and by state statute.

(e) The Historical Review Board shall keep minutes of its proceedings, indicating the attendance of each member, and the decision of each member on every question. The minutes shall be signed by the chair, or in his absence the vice-chair and approved by the board at a future meeting.

(f) Statement of the facts for Determination of Historical Significance and issuance of Certificate of Appropriateness by the Historical review Board shall be included in the minutes of each case heard or considered by it.

(g) The Historical Review Board shall set a reasonable time for the hearing of administrative appeals and shall give notice thereof to the person making the appeal and to the officer from whom the appeal is taken.

Sec. 2-497. Application Requirements for Determination of Historical Significance

(a) The owner or developer of a property shall submit a completed application, as

(b) All applications for Determination of Historical Significance shall be filed with the City using the forms approved and provided by the city staff. described below, to the office of the city manager or designee.

(c) The city manager or designee shall review the application within five (5) working days of its submission to determine if it is complete. When the application is determined to be complete within the requirements set forth herein, the city manager or designee shall forward the application to the Historical Review Board for consideration.

(d) The application shall be accompanied by payment of the official filing fee as set by resolution of the City Council.

(e) The application shall include the following:

(1) Name and address of the owner and agent, along with notarized signatures of the same;

(2) Address and legal description of the property, a copy of the deed and an accurate survey;

(3) A description of the proposed historical significance of the property as more fully described in 2-495 (b);

(4) An eight and one-half (8½) inches by eleven (11) inches overhead site plan drawn to an appropriate scale showing the location of all existing and proposed improvements to the property and including all setback measurements from property lines. The plot plan, as submitted or modified by the applicable board, shall be binding upon the applicant if the determination of historical significance is granted;

(5) An eight and one-half (8½) inches by eleven (11) inch copy of the relevant area of the Duval County Property Ownership Map, to be provided by the building official's office as part of the application packet. Said copy shall show the exact location of the land proposed for the Determination of Historical Significance, along with all of the properties requiring notice as described in subsection 27-500(c)(2);

(6) A list of the addresses of all properties, as described in section 2-500(c)(2);

(7) Photographs of property as it exists

Sec. 2-498. Application Requirements for Issuance of Certificate of Appropriateness

(a) Upon the Determination of Historical Significance, the owner of such property may apply for a Certificate of Appropriateness from the Historical Review Board subject to the requirements contained in this Section.

(b) The owner or developer of a property shall submit a completed application for Certificate of Appropriateness as described below, to the office of the city manager or designee.

(c) The city manager or designee shall review the application within five (5) working days of its submission to determine if it is complete. When the application is determined to be complete within the requirements set forth herein, the city manager or designee shall forward the application to the Historical Review Board for consideration.

(d) All applications for a Certificate of Appropriateness shall be filed with the City using the forms approved and provided by the city staff.

(e) The application shall be accompanied by payment of the official filing fee as set by resolution of the City Council.

(f) The application shall include the following:

(1) Name and address of the owner and agent, along with notarized signatures of the same;

(2) Address and legal description of the property.

(3) A description of the proposed work to be performed on the historically significant property.

(4) An estimate of the timeline of the proposed work.

(g) The applicant shall complete an application form provided by the City. The City shall determine when an application is complete and may request additional information when such application is determined to be incomplete.

(h) In considering an application for a Certificate of Appropriateness for alterations, new construction, demolition, or relocation, the Historic Preservation Board shall be guided by the following general criteria:

(1) The effect of the proposed work on the historically significant property upon which such work is to be done;

(2) The extent to which the historic, architectural, or archaeological significance, architectural style, design, arrangement, texture and materials of the landmark or the property will be affected.

(3) Whether the plans may be carried out by the applicant within a reasonable period of time.

(i) Applications for Certificates of Appropriateness for alterations shall be considered by the Historic Review Board in accordance with the following additional criteria, which are based on the United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings:

(1) Every reasonable effort shall be made to use a property for its originally intended purpose, or to provide a compatible use for a property that requires minimal alteration of the building structure, or site.

(2) The distinguishing original qualities or character of a building, structure, or site shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided when possible.

(3) Each building, structure, and site shall be recognized as a product of its own time. An alteration which has no historical basis and which seeks to create an earlier appearance shall be discouraged.

(4) Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(5) Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site, shall be treated with sensitivity.

(6) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material shall match the material being replaced in composition, design, color, texture, and other visual qualities. However, technologically advanced materials shall be considered and used as replacement alternatives. Repair or replacement of missing architectural features shall be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

(7) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall be not undertaken.

(8) Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any acquisition, protection, stabilization, preservation, rehabilitation, restoration, or reconstruction project.

j. All work performed pursuant to the issuance of a Certificate of Appropriateness shall conform to the requirements of such certificate. It shall be the duty of the City to inspect from time to time any work being performed pursuant to such certificate to assure such compliance.

k. Any Certificate of Appropriateness which has been approved pursuant to the provisions of this Section shall expire 12 months from the date of issuance if the work authorized is not commenced within this period. Further, such certificate shall expire if the work authorized is not completed within five years of the date of issuance, unless otherwise extended by the Historical Review Board.

Sec. 2-499. Hearing Procedures; Powers and Duties; Determination of Historical Significance and Issuance of Certificate of Appropriateness

(a) The Historical Review Board shall consider applications for residential or commercial properties. Upon application and Determination of Historical Significance, the Historical Review Board may consider applications for the issuance of a Certificate of Appropriateness.

(b) The Historical Review Board may make a Determination of Historical Significance for properties that are at least fifty (50) years old and retain the physical characteristics for the time the structure was built. The fifty (50) year old requirement may be waived if the property is determined to be a Florida Heritage Site as determined by the Florida Department of State's Historical Division of Historical Resources. In addition, the Historical Review Board shall find at least one of the following criteria for the historical designation:

1. Have the Florida Heritage Landmark status as determined by the Florida Department of State's Historical Division of Historical Resources by being on the Division's Florida Register of Heritage Landmarks;
2. Be listed on the National Register of Historic Places by the United States Department of the Interior's Nation Parks Service, Office of Cultural Resources;
3. Have an association with a significant historical event that made a significant contribution to the broad patterns of our history;
4. Have regional significance in areas like architecture, having retained those physical characteristics that were present during the period which the structure was built and that are unique to the City of Neptune Beach. Examples include but are not limited to the two-story homes located along First Street with sleeping porches or the mid-century modern homes west of Third Street that were constructed in a manner to capture ocean breezes;
5. Have an association with the lives of people significant in our past. A non-exhaustive list of examples of significant people in our past includes those that contributed to an important historical event, or who were noted artists, actors, authors, performers, musicians, soldiers, professional athletes, politicians, scholars, religious figures, social activists or newsworthy persons;
6. Embody distinctive characteristics of a type, period, or method of

construction or design and represent the work of a master or notable or renowned architect or builder, or possessing high artistic values; or

7. Have the potential to yield information important in prehistory or history.

(c) Upon a Determination of Historical Significance, the Historical Review Board may consider an application for the issue a Certificate of Appropriateness which the applicant may use to obtain a Development Permit which may allow exceptions to any requirement found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations.

(d) No use shall be made of the property which is inconsistent with the historic qualities of the property. Any restoration or repair of the property deemed historically significant to the architectural features of the exterior shall be retained consistent with the historic qualities of the property. The property deemed historically significant shall not be permitted to deteriorate and shall be maintained in good repair and condition to the extent necessary to preserve the historic value and significance of the property.

(e) The Determination of Historic Significance shall only be for the purpose of applying for a Certificate of Appropriateness and shall convey no other rights, interests or title to the owner of the subject property from the City.

(f) Issuance of a Certificate of Appropriateness shall only be used to apply for exception to any requirement found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations and shall be used for no other purpose nor shall it be binding upon the City for any other purpose or convey any rights or remedies not expressly enumerated herein.

(g) The Historic Review Board shall not recommend approval of, any Certificate of Appropriateness unless it makes a positive finding, based on substantial competent evidence presented at the public hearing, on each of the following criteria:

(1) The property has unique and peculiar Historic Significance, which create exceptional and unique building characteristics.
(2) The proposed Certificate of Appropriateness would not adversely affect adjacent and nearby properties or the public in general.
(3) The proposed Certificate of Appropriateness will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site.
(4) The effect of the proposed Certificate of Appropriateness is in harmony with the general intent of the ULDC and the specific intent of the relevant subject area(s) of the ULDC.

(h) City staff shall prepare a written report outlining the Historic Review Board's determination of Historical Significance, which shall address each of the criteria above and any other relevant evidence. The staff report shall become part of the record and shall be considered by the Historic Review Board prior to the issuance of a Certificate of Appropriateness.

(i) Neither Determination of Historical Significance nor an issuance of a Certificate of Appropriateness shall guarantee that an exception to any requirement found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations will be granted. Hearings for request for Determination of Historical Significance and an issuance of a Certificate of Appropriateness shall be quasi-judicial in nature and the Historical Review Board may make determinations based on other considerations such as compatibility with the City of Neptune Beach's Charter, Code of Ordinances, Unified Land Development Code and Comprehensive Plan. Any Determination of Historical Significance and issuance of Certificate of Appropriateness must be to protect the unique historical qualities of the City of Neptune Beach.

(j) Any final decision of the Historical Review Board of historical significance and issuance of Certificate of Appropriateness may be appealed by an applicant, owner or substantially impacted person residing within 300-foot of the subject property to City Council within 30-days of its rendering or it shall be deemed final. Any decision of the City Council may be appealed to by an applicant, owner or substantially impacted person residing within 300-foot of the subject property to a court with competent jurisdiction within 30-days of its rendering or it shall be deemed final. After receiving notice of hearing, a substantially impacted person residing within 300-feet of the subject property lacks standing to appeal if such person was not present at the hearing.

(k) The City may enforce any provision related to Determinations of Historical Significance or issuance of a Certificate of Appropriateness through any means allowed by law including but not limited to those remedies found in Chapter 162, Florida Statutes and any other available civil or injunctive relief.

(l) City Council as Reviewing Authority: The City council may act as a reviewing authority for any final decision of the Historical Review Board of historical significance and issuance of Certificate of Appropriateness. City council may recommend an appeal, review the findings of the Historical Review Board, and either affirm, reverse, or modify the decision. The appeal shall be made within thirty (30) days from the date the decision of the Historical Review Board is rendered. When the council acts to appeal a final decision of the board, that action shall be deemed to be the final action of the city and shall be subjected to no further review by the city council.

Sec. 2-500. - Notice requirements for Hearings on Applications to Determine

Historical Significance and Issuance of Certificates Of Appropriateness.

(a) Notice indicating the time and place of the quasi-judicial public hearing shall be posted in two (2) places in the city, one of which shall be in the front yard of the subject property, facing the street on which the property is addressed, and one (1) of which shall be at city hall on the public notice board, for at least ten (10) days immediately prior to the quasi-judicial public hearing. Such notice shall contain the address or location of the property and the nature of the application.

(b) The City shall ensure advertised notice is printed in a newspaper of general circulation within the City of Neptune Beach at least ten (10) days prior to the quasi-judicial public hearing before the Historical Review Board. The advertised notice shall state the date, time, place of the quasi-judicial public hearing, case number, and shall contain the address of the property and the nature of the application.

(c) At least ten (10) days prior to the quasi-judicial public hearing, the City shall give notice of the quasi-judicial public hearing before the Historical Review Board by U.S. Mail to the following:

(1) The property owner and the applicant if different from the owner; and

(2) The owner(s), as listed in the current Duval County Tax Assessor's records, of each property within a three-hundred-foot radius of the boundary of the subject property.

(d) If any person described in this Section does not contest the issue of proper notice within thirty (30) days from the date the Historical Review Board renders final action on a Determination of Historical Significance or issuance of Certificate of Appropriateness, then notice shall be deemed to be in compliance with this section.

Sec. 2-501. Sunset Provision

The provisions of this part shall be automatically repealed on the last day of the 18th month after final the final adoption date unless after review, the City Council determines to extend its term. The repeal shall not affect any previous approvals or determinations described herein. Any applications that are pending at the time of repeal shall be allowed to proceed to final action.

SECTION 2: Codification. The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Neptune Beach, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word; provided, however, that Sections Three, Four, Five, and Six shall not be codified.

SECTION 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 5. Effective Date. This ordinance shall immediately take effect upon second reading and approval.

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST READING: (Date _____)

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

VOTE RESULTS OF SECOND READING: (Date _____)

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

_____
Corrine Bylund, Mayor

ATTEST:

_____
Catherine Ponson, City Clerk

Approved as to form and content:

_____
Paul Waters, City Attorney

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Neptune Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION, ARTICLE VII. BOARDS AND COMMISSIONS BY CREATING DIVISION 5. HISTORICAL REVIEW BOARD; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

X The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The Ordinance provides a means for property owners to obtain an exception to certain requirements found in Chapter 27, Article IV, related to setbacks, lot coverage, floor area ratio and standards particular to the RC Overlay of the Unified Land Development Regulations for Development Permits with a Certificate of Appropriateness based on a Determination of Historical Significance as granted by the Historical Review Board in a Quasi-Judicial hearing.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) None

(b) None

(c) None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All businesses in the incorporated City limit total 213. No impact is anticipated.

4. Additional information the governing body deems useful (if any):

The provisions of this ordinance are not mandatory and therefore will only impact businesses who seek to avail themselves of a Historically Significant designation.

Agenda Item #8B
Ord. No. 2025-09
FY25 Budget Amendment

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Ordinance No. 2025-09, Amending the FY25 Budget
SUBMITTED BY:	Jaime Hernandez, Chief Financial Officer
DATE:	July 7, 2025
BACKGROUND:	The Finance and Auditors Selection Committee, on their meeting on May 28th, 2025, discussed the request to the City Council to consider directing the Chief Financial Officer to transfer $249,630 to the General Fund from the Senior Center Fund as a refund for previous capital outlay. 103-0000-207-00-00 - Due to General Fund $249,630 001-0000-131-00-00 – Due From Senior Center $(249,630) On June 2, 2025, Council approved the transfer. F.S. Section 166.241 states a budget amendment must be adopted in the same manner as the original budget, which is adopted by ordinance.
BUDGET:	$249,630
RECOMMENDATION:	Approve the transfer of funds from the Sr Center to the General Fund to reimburse for construction cost of Sr Center Building through Ord. No. 2025-09
ATTACHMENT:	Ordinance 2025-09, Amending the FY25 Budget

INTRODUCED BY:

MAYOR CORRINE BYLUND

ORDINANCE NO. 2025-09

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.

	Current Balance	Amendment	Amended Budget
103-0000-207-00-00 Due to Other Fund – General Fund	(249,630.00)	249,630.00	.00
Transfer funds to the General Fund to repay some construction costs on the Senior Center.			
001-0000-131-00-00 Due From Other Fund – Sr Center	460,026.00	(249,630.00)	210,396.00
Transfer funds from the Senior Center Fund to repay some construction costs to the General Fund.			

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

VOTE RESULTS OF FIRST READING:

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

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 Brent Rogers
Councilor Tim Horvath

Passed on First Reading this ____day of _____, 2025

_____
Corrine A. Bylund, Mayor

ATTEST:

_____

Catherine Ponson, City Clerk

Approved as to Form and Content:

_____
Paul Waters, City Attorney

Agenda Item #8C
Ord. No. 2025-10
Fees

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Ordinance No.2025-10, Regarding Removal of Outdated Fees in Code of)rdinances
SUBMITTED BY:	Paul R. Waters, Esq., City Attorney
DATE:	July 7, 2025
BACKGROUND:	We are removing all references to specific fee amounts from our Code of Ordinances and adopting them by resolution instead. This allows greater flexibility to amend the fees in the future as needed. The ordinance also repeals outdated fees or references to repealed state laws regarding fees. Heather Whitmore presented the draft fee resolution to the Finance and Auditor Selection Committee on June 27, 2025. A draft of the fee resolution is attached. Note that the resolution will be adopted upon second and final reading of the ordinance on July 21. A draft of the resolution is included in the agenda materials for reference only. Amending the Ordinance is a “housekeeping” function. The resolution is the substantive document.
RECOMMENDATION:	Recommend approval of the first reading of the Ordinance.
ATTACHMENT(S):	Ordinance 2025-10 (With “Attachment A”) Business Impact Statement Draft Fee Resolution

ORDINANCE NO. 2025-10

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA REGARDING REVISIONS TO THE CODE OF ORDINANCES BY ELIMINATING OUTDATED FEE PROVISONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Neptune Beach, contains certain provisions that are outdated; and

WHEREAS, said provisions have been made obsolete by subsequent enacted Resolutions or State Laws; and

WHEREAS, it is the desire of the City Council to amend the Code of Ordinances to mitigate conflicts and confusion, which is in the best interest of the citizens of the City of Neptune Beach; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL ON BEHALF OF THE PEOPLE OF THE CITY OF NEPTUNE BEACH, FLORIDA that:

SECTION 1. The Code of Ordinances, City of Neptune Beach, Florida is hereby amended as enumerated in **Exhibit "A"**, which is attached hereto and made a part hereof (~~strikethrough / highlighted~~ text shall mean deletions and underlined / highlighted text shall mean additions):

SECTION 2: Codification. The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Neptune Beach, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Two, Three, Four and Five shall not be codified.

SECTION 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 5. Effective Date. This ordinance shall immediately take effect upon second reading and approval.

VOTE RESULTS OF FIRST READING:

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

VOTE RESULTS OF SECOND READING:

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

_____
Corrine Bylund, Mayor

ATTEST:

_____
Catherine Ponson, City Clerk

Approved as to form and content:

_____
Paul Waters, City Attorney

Sec. 2-168. Records management program.

There is hereby created a city records center, under the office of city clerk, with the responsibility of creating and maintaining a complete records management program for the city.

(1) *Definitions.*

a. *Archival records.* Those public records, manuscripts and other records which document the origin and history of the government of the city and the development of its agencies, which are worthy of permanent preservation and special administration because of the importance of the information they contain.

b. *Disposition.* The transfer of semi-active records to the city records/archive center for storage.

c. *Inactive records.* Those records no longer required in active office areas but which require further retention due to legal, operating or historical reasons.

d. *Maintenance of public records.* The creation, maintenance, protection, use and disposition of all public records of the city, including the establishment and maintenance of a system of filing and indexing public records.

e. *Records management.* The guiding principle of records management is to insure that information is available when and where it is needed, in an organized and efficient manner, and in a well-maintained environment.

f. *Vital records.* Those records which are essential to the operation of the city and the continuation of business or those records that are needed to protect the rights of the city's employees and/or citizens.

(2) *Ownership of public records; legal custodial site.*

a. *Ownership.* All public records shall be the property of the city; and, in this regard, such records shall be delivered by outgoing officials and employees to their successors.

b. *Legal custodial site.* Records not in current daily use shall be transferred to the city records center and, upon acceptance; said location shall be considered the legal custodial site of such records. Original records shall not be removed from the records center, except as deemed appropriate by the city clerk.

(3) *Duties of city clerk.* It shall be the responsibility of the city clerk to administer the records management program of the city in a manner consistent with the law. In this regard the city clerk shall, among all other things that may be required for the proper and efficient management of the public records of the city:

a. *Inactive records.* Provide and maintain a city records center to house and preserve inactive records prior to disposition.

b. *Retention and disposition.* Advise and assist city departments in the preparation of records retention and disposition schedules.

c. *Approval of destruction schedules.* Approve all destruction schedules before disposition of public records.

d. *Archives preservation.* Establish and maintain city archival records to ensure the preservation of historical documents.

e. *Assistance to city department.* Advise and assist city departments in reviewing and selecting material to be transferred to the records center for continued preservation, cataloging and research access.

f. *Research.* The city clerk shall be responsible to insure the sound management of archival records and their availability for research.

g. *Digital.* Provide legally acceptable digital or other long-term preservation system services for public records for the centralization of such services.

h. *Safety of essential records.* Develop and institute a vital records program to ensure the safety of essential records in the event of a disaster.

(4) *Duties of the city departments.*

a. *Create and maintain records.* In the creation and development of public record, departments shall maintain complete and accurate records in a manner which will provide to the reader, the ability to reconstruct all events.

b. *Records management.* Departments, with the advice of the city clerk, shall establish and maintain an active, continuing program for the economical and efficient management of the records of the department. Such program shall, among other things, provide for the following:

1. *Efficient control.* Effective controls over the creation, maintenance and use of records in the conduct of current business.

2. *Cooperation with city clerk.* Cooperation with the city clerk in applying standards, procedures and techniques designed to improve the management of records.

3. *Security of records.* Promotion of the maintenance and security of records deemed appropriate for preservation.

4. *Disposition of non-record documents.* City departments have the authority to destroy non-records documents when no longer needed for reference, as authorized by the city clerk.

c. *Transferal to records center.* Those public records which are not required in the current daily operation of the office where they are made or kept, and all public records which can properly be abolished or discontinued, including duplicate files, shall be transferred to the city records center so that the selected historical records of the city may be centralized, preserved, and made more widely available, or be approved for destruction.

d. *Representative.* The city manager shall designate a representative of each department to coordinate the management of records in that department.

The representative shall:

1. Coordinate all records management activities and functions within the department and with the city clerk;

2. With the advice and assistance of the city clerk, inventory or manage the inventory of all public records for disposition scheduling and transfer action in accordance with procedures recommended by the city clerk;

3. Consult with any other personnel responsible for creation or maintenance of specific records within the department regarding records retention and transfer recommendations;

4. Analyze records inventory data, examine and compare divisional or unit inventories for duplication of records, and recommend to the city clerk retention for all copies commensurate with legal, financial and administrative needs;

5. Review established records retention schedules at least annually to insure that they are complete and current.

(5) *Public record request policy.* It is the policy of the City of Neptune Beach that all employees comply with Florida's Public Record Law and records retention schedules for public records, including electronic mail (e-mail).

a. *Public records provided on the City of Neptune Beach website:*

1. To reduce the amount of public records requests, the entire City of Neptune Beach Code of Ordinances can be found on the city website as well as all newly adopted ordinances and resolutions.

2. All council and board meeting agendas, minutes, public notices and audio should also be easily accessible to the public on the city website to help minimize the number of public record requests. It shall be the responsibility of the department creating said documents to ensure they are updated on the website in a timely manner. All meeting and board minutes do not need to be approved before they are placed on the website, but it should be clearly noted that those minutes have not been approved by the council or board.

b. *Florida Public Records Law:*

1. Florida Statutes Chapter 119 defines public records as: "All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software or other material, regardless of physical form, or characteristics, or means of transmission, made or received pursuant to law or ordinances or in connections with the transaction of official business of any agency."

2. The Florida Supreme Court interprets this definition to encompass all materials made or received by an agency in connection with official business, which are used to perpetuate, communicate or formalize knowledge. All of these materials, regardless of form, are open for public inspection unless the legislature has specifically exempted them from disclosure.

3. Email created or received by city employees in connection with official business which perpetuates, communicates, or formalizes knowledge is subject to the public records law and open for inspection. If in doubt as to whether an email is public record or contains exempt information, contact the city clerk.

c. *Records custodian:*

1. The Charter of the City of Neptune Beach designates the city clerk as custodian of all city public records. The city clerk is charged with developing a records management system for all public documents within the city, inclusive of distribution and retention.

2. For purposes of the Florida Public Records Law, the custodian of any public record is the official charged with the responsibility of maintaining an office controlling public records. The custodian therefore is the person in charge of the office wherein the records are maintained.

d. *Responding to public record requests:*

1. Public record requests may be made in writing or orally.

2. Public record requests may be made at any individual department location.

3. All public record requests should be referred to the city clerk's office.

4. The department director or the city clerk is responsible for assigning an employee(s) to gather the requested documents and forward them to the city clerk.

5. City employees cannot require the requestor to make their request in writing. The requestor is also not required to identify himself or herself. In certain cases it may be necessary to obtain a contact telephone number to arrange for a follow up meeting.

6. If unable to comply with the request, the employee shall document the reason(s) why. If the information requested is not available in the originating department the request shall be directed to the city clerk's office, who shall contact the appropriate department.

7. If the information is available in the originating department the copies are made and forwarded to the city clerk's office who shall be responsible for contacting the requestor. NOTE: If extraordinary supervisory or clerical time is required to comply with the request it shall be noted so that appropriate charges may be assessed.

8. In order to minimize inconveniencing citizens, if a public records request is received in a particular department and the department staff has the document readily available, they may disseminate the requested information.

9. The city clerk shall maintain a comprehensive file of the requests. The city clerk will be responsible for determining the applicable monetary charges if any, for the copies and providing it to the requestor.

10. In the event that city personnel are unable to determine which records are being requested or have determined these records do not exist, the city clerk will be responsible for informing the requestor.

e. *Exemptions:* There are limited exemptions to the Public Records Statute. There are exemptions in the area of certain personnel information, employee medical information, collective bargaining, limited, uncirculated "draft" documents and several other areas.

1. If a public employee is working on a true "draft" document before it is transmitted, disseminated or circulated for review or comment, that draft is *NOT* a public record and need not be released. When a version of the document is ultimately transmitted, disseminated or circulated for review or comment that version *IS* a public record and all draft versions (not transmitted or circulated) may be deleted or discarded.

2. There is no unfinished business exemption. Any agency document, however prepared, if circulated to review, comment or information is a public record, regardless of whether or not is an official expression of policy or marked "draft" or "working draft" or "preliminary." Documents need not be circulated or transmitted to someone else in order to become a public record. Personal notes are public records if they are intended to perpetuate or formalize knowledge or information related to official business.

3. If an employee handling a public records request is unsure if a requested document is exempted, that employee shall contact either the city clerk or the city attorney for clarification.

4. When a public record contains some information which is exempt from disclosure, F.S. § 119.07 requires (2)(a), or requires the custodian of that document to delete or excise only that portion or portions of the record for which an exemption is asserted and to furnish the remainder of that record for examination.

5. A custodian of a public record who contends that a record or part of a record is exempt from inspection must state the basis for the exemption including the statutory cite to the exemption. Upon request the custodian must state in writing and with particularity the reason for the conclusion that the record is exempt from inspection. Each of these cases shall be referred to the city clerk.

f. *Time to respond:* The Florida Public Records Law requires that requests be responded to within a reasonable time. This has been interpreted by the courts that it is not reasonable to indefinitely delay a request because of other, more pressing or important matters pending.

g. *Guidelines:*

1. It is the intent and policy of the City of Neptune Beach to comply with the State of Florida Public Records Law. Public policy dictates that the city protect its public records with legal, fiscal, administrative or historical value and make those applicable records available to the public.

2. City employees are expected to handle all public record requests, promptly, courteously and efficiently. Employees uncertain about requests or elements of a request are expected to seek guidance from their department director or the city clerk.

h. *Fees for copies of public records shall be established by resolution of the City Council:*

~~One-sided copies letter or legal$0.15~~

~~Two-sided copies letter or legal$0.20~~

~~One of two-sided copies ledger 11 × 17$0.25~~

~~Large blueprint size copies$6.00~~

~~Certified copy of public record$1.00~~

(Ord. No. 1996-31, § 1, 11-4-96; Ord. No. 2014-09, § 3, 6-2-2014; Ord. No. 2015-16, § 1, 10-5-15)

Editor's note(s)—Section 3 of Ord. No. 1996-12, adopted Oct. 7, 1996, repealed § 2-168 in its entirety. Formerly, § 2-168 pertained to removal of city clerk and derived from Ord. No. 88-2-8, § 2, adopted Aug. 15, 1988; Ord. No. 89-5-5, § 2, adopted May 1, 1989; and Ord. No. 89-5-8, § 1, adopted Aug. 7, 1989. Ord. No. 1996-31, § 1, adopted Nov. 4, 1996, provided for the addition of § 2-168 as herein set out.

Sec. 6-37. Owner surrenders.

(a) Neptune Beach is an open admission shelter for the City of Neptune Beach and no other cities, we are technically a no-kill shelter but work with Jacksonville Animal Care and Protective Services (JACPS) which is a kill shelter. In order for an animal to be surrendered proof of residency must be provided (i.e., driver's license, electric bill) and ownership of the animal must be provided. An animal cannot be surrendered by a friend, relative, neighbor, ect. Exception would be if original owner passes away and then a family member can surrender the animal. Fees may be waived at the discretion of the animal control officer.

(1) Fees for owner surrendered animals shall be set by resolution of City Council and must be paid at the time of the surrender. ~~:~~

a. ~~Fifty dollar ($50.00) owner surrender fee for all animals turned in.~~

~~b. A current rabies vaccination is required: if owner cannot provide a current rabies certificate an additional twenty-five dollars ($25.00) is added to the owner surrender fee.~~

~~c. If the animal is not spayed or neutered the surrender fee is one hundred fifty dollars ($150.00).~~

~~(2) The fee must be paid at the time of the surrender by cash or check.~~

(b) The owner must fill out and sign the owner surrender form. This relinquishes all rights to the animal and gives the City of Neptune Beach rights to the animal.

Sec. 6-41. Creation of a program for backyard hens permit; limitation on permits; approval of a permit fee; term of the program; evaluation of program.

The council hereby approves a program for permitting backyard hens in certain residential districts enumerated herein, upon meeting the performance standards and development criteria set forth below in section 6-42, and subject to the following conditions:

(1) The program shall allow for the issuance of no more than twenty-five (25) active permits for backyard hens. Permits shall be issued on a first-come, first-served basis and only upon the subject applicant meeting of the performance standards and development criteria set forth in section 6-42.

(2) A one-time ~~fifty-dollar ($50.00)~~ permit fee shall be required for each application which is approved and shall be established by resolution of the City Council.

(3) Within thirty (30) days of the effective date of the ordinance codified herein, the planning and community development department shall create an application for a backyard hens permit and shall establish an administrative procedure for issuing pe

Sec. 6-42. Backyard hen permits subject to certain conditions.

The permit for backyard hens issued pursuant to this article shall be subject to the following regulations, performance standards and development criteria:

(1) For the purpose of this program, a hen (*gallus domesticus*) refers only to a female chicken. Up to five (5) hens (*gallus domesticus*) shall be permitted in the R-1, R-2, R-3 and R-4 zoning districts and have a minimum lot square footage of five thousand (5,000) square feet. The aforementioned land requirements are the gross area of premises harboring such hens and include areas used by the resident for residential or other purposes, in addition to the keeping of the hens, subject to the following performance standards and development criteria:

a. Hens shall be kept within a coop or enclosure (a fenced or wired-in area, pen or run, required in conjunction with a coop to provide an outside exercise area for hens free from predators and of a size that allows access to a foraging area, sunlight, etc.) at all times. A coop is herein defined as a covered house, structure or room that will provide hens with shelter from weather and with a roosting area protected from predators.

b. The coop shall be screened from the neighbors' view, using an opaque fence and/or landscape screen.

c. Any hen coop and/or fenced enclosure shall be located in the rear yard of the property, unless the property is deemed to have double frontage. No coop, enclosure or hens shall be allowed in any front or side yard (corner lots and through lots shall be excluded from side setback restriction) unless as otherwise described above.

d. All coops will be required to obtain a building permit from the planning and community development department.

e. The coop shall be covered and ventilated, and a fenced enclosure/run is required that is well drained so that there is no accumulation of moisture. The coop and enclosure shall be completely secured from predators, including openings, ventilation holes, doors and gates (fencing or roofing is required over the enclosure in addition to the coop).

f. The coop shall provide a minimum of two (2) feet wide and three (3) square feet per hen and be of sufficient size to afford free movement of the chickens. The coop may not be taller than six (6) feet measured from the natural grade, and must be easily accessible for cleaning and maintenance.

g. All stored feed shall be kept in a rodent- and predator-proof container.

h. Hens may not be kept on duplex, triplex or in multifamily properties.

i. No male chickens/roosters, ducks, geese, turkeys, peafowl, pheasants, quail or any other poultry or fowl may be kept under this program.

j. The slaughtering of hens or chickens on the premises is strictly prohibited and therefore not allowed.

k. Hens shall be kept for personal use only. The selling of hens, eggs or manure, or the breeding of chickens for commercial purposes is prohibited.

l. Hens shall not be permitted to trespass on neighboring properties, be released or set free and shall be kept within a coop and enclosure at all times.

m. Hen coops and enclosures shall be maintained in a clean and sanitary condition at all times. Hens shall not be permitted to create a nuisance consisting of odor, noise or pests, or contribute to any other nuisance condition.

n. No dog or cat that kills a hen shall, for that reason alone, be considered a dangerous and/or aggressive animal.

o. Hens that are no longer wanted by their owners shall not be taken to animal control, nor shall they be released. Said hens shall be taken to certain pre-identified locations, such as Standard Feed that will accept and place any and all unwanted chickens. Animal control shall maintain a list of approved locations for the owner surrender of hens.

p. All residents wishing to acquire hens for use in residential districts under this program, or that currently have existing hens, must provide evidence of the completion of a hen keeping seminar from the Duval County Agricultural Extension Office. Upon submission of a completed application as determined by the planning and community development department, completion of the seminar from the Duval County Agricultural Extension Office, and payment of ~~the fifty-dollar ($50.00)~~ permit fee established by resolution of the City Council, the planning and community development department shall issue the permit. If applicant has prior attended the hen keeping seminar, applicant shall submit the permit application with fee, along with proof that applicant has completed the hen keeping seminar at the Duval County Agricultural Extension Office or other county agricultural extension office.

q. All hen coops or enclosures shall meet the setbacks for accessory structures pursuant to section 27-328 of the Unified Land Development Code.

(2) As a condition of the issuance of a permit, a permit holder consents to inspection of his or her property upon complaint to the city as related to backyard hens. Following a complaint as to a particular property and upon notice to the permit holder, the permit holder shall allow the city to enter onto his or her property during a scheduled visit to ensure compliance with the regulations, performance standards and development criteria herein. The permit is also subject to the condition that, if the program is not extended then all permittees will be required to surrender all hens to approved locations, as outlined in subsection 6-42(1)o., and cease further rearing of said hens within thirty (30) days.

(Ord. No. 2017-08, § 1, 7-5-17; Ord. No. 2018-10, § 1, 11-5-18)

Sec. 8-29. Building permit fees.

Building permit fees shall be established by resolution of the City Council ~~The following permit fees hereby are imposed and are assessed and shall be paid at the time of the making of an application for a permit for the work or service, installation or construction hereinafter described:~~

~~(1) For issuing permit$ 35.00~~

~~(2) Cost of construction~~

~~$0—100.00(charged only if inspection required)11.00~~

~~$100.01—1,000.0027.50~~

~~$1,000.01—2,000.0038.50~~

~~$2,000.01—3,000.0055.00~~

~~$3,000.01—4,000.0060.50~~

~~$4,000.00—5,000.0066.00~~

~~$5,000.01—6,000.0071.50~~

~~$6,000.01—7,000.0077.00~~

~~$7,000.01—8,000.0082.50~~

~~$8,000.01—9,000.0088.00~~

~~$9,000.01—10,000.0093.50~~

~~$10,001.00 to $100,000—$93.50 for the first $10,000 + $5.50 for each additional $1,000.00 or part thereof up to $100,000.00;~~

~~$100,001.00 to $500,000.00—$588.50 for first $100,000 + $2.75 each additional $1,000.00 or part thereof up to $500,000.00;~~

~~$500,001.00 and up—$1,688.50 for first $500,000 + $1.38 each additional $1,000.00 thereafter.~~

(3) *Reinspection fees.* When a permit holder due to any of the following reasons makes extra inspection trips necessary, an additional fee shall be charged for each additional inspection:

a. Wrong address given on call for inspection;

b. Work not ready for inspection at time specified;

c. Required corrections not made within time specified;

d. Failure to request required inspections;

e. Additional work done after inspection has been made;

f. When reinspection is necessitated due to a previously failed component and said reinspection is hindered or impossible due to continued construction activity by the permittee;

g. Emergency inspections or requesting of unscheduled inspections.

(4) *Refund of fees.* Where no work has been done under a valid permit for which fees have been paid and a written request for refund of fees is made by the holder thereof within six (6) months of the date of original issuance, the building official may authorize the refund of fifty (50) percent of the building permit fee upon surrender of the permit and cancellation of same. In no event shall any plan check fee be refunded.

(Ord. No. 2003-12, § 1, 11-20-03; Ord. No. 2006-17, § 2, 9-25-06; Ord. No. 2017-18, § 1, 7-5-17)

Sec. 8-31. Electrical fees.

~~The following~~ pPermit fees hereby are imposed and are assessed and shall be paid at the time of the making of an application for a permit for the work or service, installation or construction and shall be established by resolution of the City Council:

~~(1) *General fees:*~~

~~Issuing of permit$35.00~~

~~Temporary service construction pole22.00~~

~~Air condition circuits:~~

~~40 to 100 amps27.50~~

~~Under 40 amps, including window units, minimum16.50~~

~~New family dwelling:~~

~~Not exceeding 100 amp service44.00~~

~~Not exceeding 200 amp service55.00~~

~~Plus for each additional 100 amps or part thereof11.00~~

~~(New multifamily dwelling, each unit or apartment shall be treated as single-family dwelling and permit and service fees shall apply same for each unit or apartment)~~

~~Remodeling or additions to residential dwellings electrically (excluding service)27.50~~

~~Plus for every $1,000.00 of value or fractional part thereof11.00~~

~~Electrical permit for new commercial buildings (excluding service)55.00~~

~~Plus for each additional 100 amps10.00~~

~~New commercial service:~~

~~Not exceeding 100 amp service75.00~~

~~Not exceeding 200 amp service95.00~~

~~Plus for each additional 100 amps15.00~~

~~Remodeling or additions to existing commercial buildings electrically (excluding service)57.50~~

~~(2) *Reserved.*~~

~~(3) *Pools:*~~

~~Residence pools33.00~~

~~Commercial pools66.00~~

~~(4) *Commercial lighting:*~~

~~Commercial light, switch and receptacles:~~

~~1 to 5027.50~~

~~Over 50, each3.30~~

~~(5) *Signs:*~~

~~Not exceeding 96 square feet, each55.00~~

~~Over 96 square feet, each110.00~~

~~Illumination of any sign in any manner, floodlights, border lights, etc., each55.00~~

~~1 transformer27.50~~

~~Additional transformer, each11.00~~

~~(6) *Motors:*~~

~~Electric motors:~~

~~1/2 horsepower or less, operating at a potential of 500 volts or less, each11.00~~

~~Over 1/2 horsepower and not over 5 horsepower, operating at a potential of 500 volts or less, each27.50~~

~~Over 5 horsepower, operating at a potential of 550 volts or less, each44.00~~

~~High potential, operating at a potential of over 550 volts and less than 3,500 volts, regardless of horsepower, each66.00~~

~~(7) *Adding circuits:* Adding circuits and/or outlets to existing buildings, such as dryers, washers, water heaters, pumps (excluding motors), lighting or appliances, or minor repairs, each27.50~~

~~(8) *Receptacles:*~~

~~Receptacles outlets, each:~~

~~Capacity 0 to 100 amps0.55~~

~~(9) *Switches:*~~

~~Switches, each:~~

~~Capacity up to 30 amperes, each0.55~~

~~Capacity exceeding 30 amperes, each5.50~~

~~(10) *Miscellaneous:*~~

~~Repair and miscellaneous permit11.00~~

~~(11) *Additional inspections, reinspections:* For additional inspections or reinspection, there will be a $35.00 charge in addition to the fees listed above.~~

(Ord. No. 2003-12, § 1, 11-20-03; Ord. No. 2017-18, § 1, 7-5-17)

Sec. 8-32. Payment prior to permit issuance.

No permit shall be issued unless and until the inspection fees in the amount required in chapter 8 have been paid. No permit shall be issued for a fee of less than ~~thirty-five dollars ($35.00)~~ set by Resolution of the City Council.

(Ord. No. 2003-12, § 1, 11-20-03; Ord. No. 2017-18, § 1, 7-5-17)

Sec. 8-34. Plumbing fees.

~~The following p~~Permit fees for plumbing work ~~is~~ hereby are imposed and are assessed and shall be paid at the time of the making of an application for a permit for the work or service, installation or construction ~~and~~ shall be established by resolution of the City Council ~~hereinafter described~~ ~~:~~

(1) ~~Fire sprinkler systems:~~

~~a. For the first 40 sprinkler heads or fractional part thereof$55.00~~

~~b. For each additional 10 sprinkler heads or fractional part thereof11.00~~

~~(2) Fire standpipes, each11.00~~

~~(3) Fire hose cabinets, each11.00~~

~~(4) Solar equipment:~~

~~a. Solar hot water heater33.00~~

~~b. Solar heating or cooling equipment33.00~~

~~c. Solar photovoltaic systems:~~

~~Array, each22.00~~

~~Module, each11.00~~

~~Power conditioning unit, each22.00~~

~~Transformer, each11.00~~

~~(5) Cap sewers and supply lines for demolition33.00~~

~~(6) Septic tank or drain field33.00~~

~~(7) Wells22.00~~

~~(8) Pumps11.00~~

~~(9) Plumbing permit fees:~~

~~a. For issuing each permit35.00~~

~~b. Roughing-in and setting fixtures or plugged outlets. For water closets (toilets), bathtubs, showers, lavatories, sinks, slop sinks, laundry tubs, urinals, dishwashers, icemakers, sewers, hose bibs, gas and oil interceptors, floor drains, drinking fountains, indirect waste pipe fixtures, sterilizers, autoclaves and other plumbing fixtures having a water supply or waste outlet or both, including hot water tanks or boosters, and washing machines10.00~~

~~c. The fee for replacement of piping in an existing structure shall be based on the valuation of the work performed and charged according to the fees outlined in subsection 8-28(2) in addition to the issuing fee of35.00~~

(Ord. No. 2003-12, § 1, 11-20-03; Ord. No. 2017-18, § 1, 7-5-17)

Sec. 8-35. Mechanical fees.

~~The following~~ Mechanical permit fees are imposed and assessed and shall be paid at the time of the making of an application for a permit for the work or service, installation, or construction ~~hereinafter described:~~ and shall be established by resolution of the City Council

(1) ~~For issuing each permit$ 35.00~~

~~(2) Air conditioning and refrigeration (total capacity in single installation), each dwelling, apartment or business being considered a separate system, for each ton of capacity of fractional part thereof:~~

~~a. For one (1) to ten (10) tons (per ton)11.00~~

~~b. For each ton over ten (10) tons or fractional part thereof up to twenty-five (25) tons (per ton)6.60~~

~~c. For each ton over twenty-five (25) tons or fractional part thereof (per ton)5.50~~

~~(3) Furnaces and heating equipment (total capacity in single installation) for each dwelling, apartment or business:~~

~~a. For the first two hundred thousand (200,000) BTU an hour capacity or fractional part thereof22.00~~

~~b. For each additional fifty thousand (50,000) BTU an hour input or thereof11.00~~

~~c. Burner (not in heating system), each8.80~~

~~(4) Air duct systems:~~

~~a. For the first two thousand (2,000) cubic feet a minute capacity of air handled in duct system16.50~~

~~b. For each one thousand (1,000) cubic feet a minute over two thousand (2,000) cubic feet or fractional part thereof up to ten thousand (10,000) cubic feet a minute6.60~~

~~c. For each additional 1,000 cubic feet a minute or fraction thereof4.40~~

~~(5) Commercial hoods and fans38.50~~

~~(6) Boilers, including heating elements: for the first five hundred thousand (500,000) BTU per hour33.00~~

~~For each additional one hundred thousand (100,000) BTU per hour input or fractional part thereof11.00~~

~~(7) Fireplace each33.00~~

~~(8) Alterations or repairs on boilers or on pressure fire vessels33.00~~

~~(9) Tanks, all types, gasoline or LP:~~

~~a. Zero (0) to six hundred (600) gallons15.40~~

~~b. Over six hundred (600) to one thousand (1,000) gallons capacity22.00~~

~~c. For each additional one thousand (1,000) gallons or fractional part thereof3.30~~

~~(10) Service station automobile lifts16.50~~

~~(11) Elevators, escalators, and man lifts:~~

~~a. Hoist for the first four (4) floors22.00~~

~~(12) Solar A/C collector system22.00~~

~~(13) For mechanical permits not listed above, the fee shall be based on seven dollars ($7.00) per one thousand dollars ($1,000.00) of the cost of project.~~

~~(14) Minimum fee for a mechanical permit41.00~~

~~Inspection: For additional inspections or reinspections, there will be a thirty-five dollar ($35.00) charge in addition to the fees listed above.~~

(Ord. No. 2003-12, § 1, 11-20-03; Ord. No. 2006-17, § 2, 9-25-06; Ord. No. 2017-18, § 1, 7-5-17)

Sec. 8-328. Fee.

Simultaneously with the filing of a permit application under this division, the applicant shall pay a fee ~~of one hundred ten dollars ($110.00)~~ which shall be established by resolution of the City Council to cover the cost of inspection and review of drawings, plans and specifications. Such sum shall be nonrefundable whether the application is granted or denied, and shall be in addition to any other fee or fees required to be paid in accordance with this Code.

(Ord. No. 2017-18, § 1, 7-5-17)

Sec. 9-5. Qualifying of candidates.

(a) Any qualified elector of the city may be nominated to be a candidate for an elective office to be filled from the city at large by petition of any twenty-five (25) qualified electors of the city. Nominating petitions shall be filed with the city clerk no sooner than noon of the seventy-first day prior to the date of the primary, and no later than noon on the sixty-seventh day prior to the date of the primary as set forth in F.S. § 100.061 and shall be in the following form:

;xir; "We, the undersigned, twenty-five (25) electors of the City of Neptune Beach, Florida, hereby nominate _____ for the office of _____ to be voted for at the election to be held on the _____ of November, A.D., 20___, and we individually certify that we are qualified to vote for candidates for that office at such election."

ACCEPTANCE OF NOMINATION

;xir; I HEREBY ACCEPT the nomination for the office of _____ and agree to serve if elected.

(Signature of Candidate)

(b) Any candidate may withdraw his nomination no later than the last day for filing nomination papers by filing notice of withdrawal with the city clerk.

(c) All candidates for election to the positions of mayor and city council shall pay the nonrefundable one (1) percent of the yearly salary election assessment fee to the state as per F.S. § 99.093 and a fee to the city clerk, at the time of qualifying, as ~~follows~~ set by resolution of the City Council. ~~:~~

~~Office~~	~~Fee~~
~~Mayor~~	~~$100.00~~
~~Council~~	~~50.00~~

(d) Any qualified elector of the city may qualify as a write-in candidate by filing a statement to that effect, under oath, with the city clerk, no later than the seventy-sixth day preceding qualifying for the city election, together with the candidate's oath as set forth in subsection (a). No qualification fee shall be required or collected from a write-in candidate. The candidate's name shall be made for write-in votes to be cast in the next city election. Only write-in votes cast for a candidate who has qualified as a write-in candidate per this subsection shall be counted and canvassed as a valid vote.

Sec. 10-27. Fees for permits, certificates, etc.

(a) Fees shall be established by the council for the permits, certificates, approvals, and other functions performed under the City of Neptune Beach Fire Prevention Code and shall be payable to the city. Such fees

shall accompany each application for such permit, approval, certificate, or other fee-related provision and shall be established by resolution of the City Council.

(b) *Plan review fee schedule.*

~~Task~~	~~Fee~~
~~New Construction Plan Review~~ ~~First resubmittal~~ ~~Second resubmittal~~ ~~All resubmittals after second~~	~~45% of building permit fee~~ ~~$0.00~~ ~~$0.00~~ ~~$75.00 each~~
~~Plan review of fire sprinkler system (up to 50 heads)~~ ~~Each additional head over 50~~	~~$75.00~~ ~~$1.00 per head~~
~~Plan review of fire standpipe or fire pumps~~	~~$75.00~~
~~Plan review of fire alarm up to 10 devices (including fire alarm control panel)~~ ~~Each additional device over 10~~	~~$75.00~~ ~~$1.25 per device~~
~~Plan review of fire suppression systems~~	~~$75.00 per system~~
~~Plan review of emergency generator systems~~	~~$75.00 per system~~
~~Plan review of grease hoods and light test~~	~~$75.00 per system~~
~~Plan review private fire mains & hydrants with visual & flushing~~	~~$125.00~~
~~Plan review of new above ground & underground tanks~~	~~$125.00~~
~~Plan review of removal for fuel tank~~	~~$25.00 per tank~~
~~Plan review of paint booth & fire suppression system~~	~~$25.00 per system~~
~~Plan review of emergency generator system~~	~~$25.00 per system~~
~~Plan review & Inspection for Med-Gas/Med-Gas Storage and/or similar processes where the knowledge or experience of the Authority Having Jurisdiction (AHJ) is limited. For purposes of this provision, the AHJ refers to the City[1]~~	~~$65.00~~
~~Permit for tent or membrane structure used for cooking, Christmas tree sales, sales of fireworks or sparklers, or public gatherings of any kind (200 square feet or larger)~~	~~$50.00~~
~~Any other permit required by the Florida Fire Prevention Code not listed above~~	~~$50.00~~

~~Table note:~~

~~[1]The city is permitted to require a review by an approved independent third party with expertise in the matter to be review at the submitter's expense. The independent reviewer shall provide an evaluation and recommend necessary changes of the proposed design, operation, process, or new technology to the city. The city shall be authorized to require design submittals to bear the stamp of a registered design~~

~~professional. The city shall make the final determination as to whether the provisions of the fire code have been met.~~

~~(c) *Plan review resubmittal fee.*~~

~~1st resubmittal is no charge;~~

~~2nd resubmittal is one hundred dollars ($100.00);~~

~~3rd resubmittal is four (4) times original permit fee.~~

(Ord. No. 2020-14, § 1, 1-19-21)

Sec. 10-28. New local business tax receipt inspection.

A fee shall be established by the council for fire inspection of all new commercial business within the city. Approvals, and other functions performed under this City of Neptune Beach Fire Prevention Code and shall be payable to the city. Such fees shall accompany each local business tax receipt and shall ~~be fifty dollars ($50.00) (home office license at homes are exempt)~~ in the amount allowed by Florida Statutes.

(Ord. No. 2020-14, § 1, 1-19-21)

Sec. 10-29. Periodic inspections required.

(a) The fire marshal shall inspect or cause to be inspected all commercial premises on an annual basis and shall make such orders as may be necessary for the enforcement of the laws and ordinances governing the same and for safeguarding of life and property from fire. The fee for each such inspection shall be ~~fifty dollars ($50.00)~~ established by resolution of the City Council.

(b) This inspection will include a fire pre-plan (which is not a code enforcement inspection) that will include sketches and photos and will be forwarded to the structural fire crews to be used in the event of a fire. ~~The fee for each such inspection shall be sixty-five dollars ($65.00).~~ The fee for each such inspection shall be established by resolution of the City Council.

(c) The total fee for this annual inspection ~~will be one hundred fifteen dollars ($115.00~~ shall be established by resolution of the City Council per commercial occupational license (home office license at homes are exempt).

(d) The fee shall be attached to the annual tax receipt for the business.

(e) The fee for reinspection/un-prepared site~~: 1st re-inspection fifty dollars ($50.00); each additional re-inspection one hundred dollars ($100.00)~~ shall be established by resolution of the City Counci.

(Ord. No. 2020-14, § 1, 1-19-21)

Sec. 20-40. Fee.

No building permit for the construction or alteration of a swimming pool shall be valid until a fee as established by resolution of the City Council ~~in the amount of forty cents ($0.40) per hundred dollars ($100.00) of the sworn estimate of the cost of the pool~~ has been paid to the city manager and so noted on the face of the permit.

(Code 1959, § 20A-34; Ord. No. 1996-21, § 2, 10-7-96)

Sec. 21-32. Local business tax receipt schedule.

Local business taxes for the privilege of engaging in or managing any business, profession or occupation within the city hereby are levied, pursuant to state law at such rates as set by resolution of the City Council~~, in accordance with the following classifications and rates applicable thereto.~~

~~Professional Establishments~~

~~0—1,500 square feet$ 75.00~~

~~1,501—3,000 square feet115.00~~

~~3,001—6,000 square feet150.00~~

~~6,001—12,000 square feet225.00~~

~~12,001 square feet and over375.00~~

~~Accountancy firm/corporation~~

~~Architect firm/corporation~~

~~Attorney firm/corporation~~

~~Barber shop~~

~~Beauty shop~~

~~Brokerage firm/corporation: mortgage, stocks, bonds~~

~~Building contractors~~

~~Chiropractic office~~

~~Cosmetology salon~~

~~Cosmetology school~~

~~Day care, adult~~

~~Day care, children~~

~~Dental clinic~~

~~Educational establishment (parochial, trade, technical)~~

~~Electrical contractor~~

~~Engineer firm/corporation~~

~~Funeral home~~

~~General contractor~~

~~Insurance agency~~

~~Land surveyor business~~

~~Landscape architect firm/corporation~~

~~Loan company~~

~~Massage establishment~~

~~Mechanical contractor~~

~~Medical office~~

~~Medical marijuana treatment centers~~

~~Optometry office~~

~~Pest control company~~

~~Pharmacy~~

~~Plumbing/septic tank contractor~~

~~Pool/hot tub/spa contractor~~

~~Real estate appraiser~~

~~Real estate agency~~

~~Residential contractor~~

~~Roofing contractor~~

~~Veterinary establishment~~

~~Retail Establishment~~

~~0—1,500 square feet$ 75.00~~

~~1,501—3,000 square feet115.00~~

~~3,001—6,000 square feet150.00~~

~~6,001—12,000 square feet225.00~~

~~12,001 square feet and over375.00~~

~~Antiques~~

~~Appliance sales~~

~~Art gallery/dealer~~

~~Arts and crafts~~

~~Auto dealer, new and used~~

~~Auto parts/supply~~

~~Bakery~~

~~Beauty supply~~

~~Bicycles~~

~~Boats, new and used~~

~~Book stores~~

~~Building supplies~~

~~Butcher/meat market~~

~~Cabinet/carpentry shop~~

~~Clothing~~

~~Computer hardware/software~~

~~Convenience store~~

~~Gifts/greeting cards~~

~~Delicatessen~~

~~Department/variety store~~

~~Electronic equipment/radio/television~~

~~Fabric shop~~

~~Fish/seafood market~~

~~Fishing tackle~~

~~Fish/tropical/aquarium~~

~~Floor coverings, carpet, tile, etc.~~

~~Florist~~

~~Furniture sales, new and used~~

~~Health food store~~

~~Ice cream shop~~

~~Jewelers~~

~~Liquor store (not for on premises consumption)~~

~~Lumber yard~~

~~Mail order/catalog sales~~

~~Marine equipment/supplies~~

~~Miscellaneous sales, other than listed~~

~~Motion picture theater~~

~~Music shop~~

~~Office equipment/supplies~~

~~Pet shop, sales/supplies~~

~~Produce, fresh~~

~~Shoe stores~~

~~Sporting goods~~

~~Toy stores~~

~~Wall coverings~~

~~Video sales~~

~~Service Establishments~~

~~0—1,500 square feet$ 75.00~~

~~1,501—3,000 square feet115.00~~

~~3,001—6,000 square feet150.00~~

~~6,001—12,000 square feet225.00~~

~~12,001 square feet and over375.00~~

~~Advertising agency/company/firm: Engages in the creation, production or sale of media intended to promote or advertise.~~

~~Alterations, sewing~~

~~Animal grooming/kennel~~

~~Apartment complex~~

~~Appliance repair~~

~~Arcade~~

~~Auto:~~

- ~~Wash~~
- ~~Customizing~~
- ~~Emission control facility~~
- ~~Oil change~~
- ~~Paint/body shop~~
- ~~Rental/U-drive~~
- ~~Road side service/towing~~
- ~~Service/repair~~
- ~~Stereo/accessories installation~~
- ~~Tire dealer~~
- ~~Service station~~

~~Banks/savings~~

~~Bar/lounge/tavern~~

~~Boat repair~~

~~Bowling alley~~

~~Bookkeeping~~

~~Carpentry~~

~~Carpet cleaners~~

~~Catering~~

~~Cleaning service~~

~~Consultant~~

~~Computer programmer~~

~~Court reporter~~

~~Data processing~~

~~Decorator/interior design~~

~~Drywall installation~~

~~Furniture repair/upholstery~~

~~Glass tinting/repair/coating~~

~~Health club/fitness center~~

~~Hotel/motel~~

~~Instructional establishments:~~

- ~~Dance~~
- ~~Gymnastics~~
- ~~Karate~~
- ~~Music~~

~~Lawn maintenance~~

~~Lawn mower repair~~

~~Laundry/dry cleaning~~

~~Locksmith~~

~~Masonry/ceramic tile~~

~~Miniature golf~~

~~Moving/storage facility~~

~~Parking lot~~

~~Radio/television broadcasting studio~~

~~Rental:~~

- ~~Boats~~
- ~~Canoes~~
- ~~Bateaus~~
- ~~Catamaran~~
- ~~Kayaks~~
- ~~Jet skis~~
- ~~Other, any recreational vehicle~~
- ~~Rubber boats~~

~~Restaurants~~

~~Secretarial service~~

~~Shoe repair~~

~~Sign painter/builders/electrical/neon~~

~~Skating rink~~

~~Tailor/dressmaker~~

~~Tax preparation~~

~~Taxi cab~~

~~Telegraph service~~

~~Telemarketing~~

~~Telephone answering service~~

~~Travel agency~~

~~Tree service~~

~~Wholesale sales~~

~~Food trucks$ 65.00~~

~~Home business receipt65.00~~

~~Insurance company140.00~~

~~Vending machines5.00~~

~~Home-based day care (pursuant to Florida Statute this fee is exempt from any increase)50.00~~

(Ord. No. 2006-15, § I, 8-7-06; Ord. No. 2014-18, § 2, 10-6-14; Ord. No. 2017-32, § 1, 1-8-18)

CHAPTER 15- Peddlers and Solicitors

Sec. 15-17. Fees.

A non-refundable fee ~~of fifty dollars ($50.00)~~ as set by resolution of the City Council shall be paid to the city when the application is filed.

~~*ARTICLE III. MOTOR VEHICLE TITLE LOANS*~~

~~Sec. 22-37. Definitions.~~

~~(a) *Title loan agreement* means a written agreement whereby a secondhand dealer agrees to make a loan of a specific sum of money to the owner of a motor vehicle, and the owner of the motor vehicle agrees to give the secondhand dealer a security interest in a motor vehicle certificate of title owned by the borrower and encumbered only by a title loan agreement.~~

~~(b) *Secondhand dealer* has the same meaning as used in F.S. § 538.03(1)(a), as it may be amended from time to time.~~

~~(Ord. No. 1998-34, § 1, 2-1-99)~~

~~Sec. 22-38. Loan transactions.~~

~~A second hand dealer registered under Chapter 538, Part I, Florida Statutes, may engage in motor vehicle title loans transactions, as the term is used in Chapter 538, Part I, Florida Statutes, if the following conditions are met:~~

~~(1) The second hand dealer maintains physical possession of the motor vehicle certificate of title; and~~

~~(2) The borrower maintains possession of, or control over, the motor vehicle throughout the term of the loan; and~~

~~(3) The borrower is not required to pay rent or any other charge for the use of the motor vehicle; and~~

~~(4) The secondhand dealer delivers to the borrower, at the time a loan is made, a statement showing the loan amount, origination date, maturity date, finance charges, a description of the security, the name and address of the borrower and the secondhand dealer, the rate of interest expressed in terms of~~

~~annual percentage rate, the total number of payments required, and total amount required to be paid over the life of the loan. In the event the borrower has a right to renew the loan, the secondhand dealer must deliver a statement with the information required herein for each renewal; and~~

~~(5) The title loan agreement contains the following statements printed in not less than 14-point type:~~

~~a. Your vehicle has been pledged as security for this loan and if you do not repay this loan in full, including the finance charge, YOU WILL LOSE YOUR VEHICLE.~~

~~b. You are encouraged to repay this loan at the end of the 30 day period. The lender is not required to extend or renew your loan. It is important that you plan your finances so that you can repay this loan as soon as possible.~~

~~c. THIS LOAN HAS A VERY HIGH INTEREST RATE. DO NOT COMPLETE THIS LOAN TRANSACTION IF YOU HAVE THE ABILITY TO BORROW FROM ANOTHER SOURCE AT A RATE LOWER THAN 2.5% PER MONTH OR AN ANNUAL PERCENTAGE RATE OF 30%.~~

~~d. The borrower represents and warrants that the motor vehicle and the certificate of title is not stolen, it has no liens or encumbrances against it, the borrower has the right to enter into this transaction, and borrower will not attempt to sell the motor vehicle or apply for a duplicate certificate of title while the title loan agreement is in effect, and the doing so will be a violation of the law.~~

~~(6) Immediately above the signature of the borrower, the statement that: "I, the borrower, declare that the information I have provided is true and correct and I have read and understand the foregoing document."~~

~~(7) A blank line for the signature of the borrower.~~

~~(8) The secondhand dealer must display, in a prominent place in the title loan premises, for customer viewing, a sign no smaller than three (3) feet by five (5) feet with the following messages written in letters no less than four (4) inches high:~~

~~"IF YOU RECEIVE A TITLE LOAN, YOUR VEHICLE WILL BE PLEDGED AS SECURITY FOR THE LOAN. IF YOU DO NOT REPAY THIS LOAN IN FULL, INCLUDING ALL FINANCE CHARGES, YOU WILL LOSE YOUR VEHICLE.~~

~~THIS LOAN HAS A VERY HIGH INTEREST RATE. DO NOT COMPLETE THIS LOAN TRANSACTION IF YOU HAVE THE ABILITY TO BORROW FROM ANOTHER SOURCE AT A RATE LOWER THAN 2.5% PER MONTH OR AN ANNUAL PERCENTAGE RATE OF 30%."~~

~~(Ord. No. 1998-34, § 1, 2-1-99)~~

~~Sec. 22-39. Maximum interest rate.~~

~~A secondhand dealer who engages in title loan transactions may not exceed the following interest rates:~~

~~(1) A secondhand dealer may charge an interest rate not to exceed two and one-half (2.5) percent per 30-day period the title loan agreement remains outstanding and unsatisfied. In determining compliance with the maximum interest and finance charges, the computation must be simple interest and not add-on interest or any other interest computation.~~

~~(2) If the title loan agreement has not been satisfied within three hundred sixty (360) days, a secondhand dealer may charge an interest rate not to exceed eighteen (18) percent per annum for the time the title loan agreement remains outstanding and unsatisfied beyond three hundred sixty (360) days.~~

~~(3) The annual percentage rate that may be charged in a motor vehicle title loan may equal, but not exceed, the annual percentage rate that must be computed and disclosed as required by the Federal Truth in Lending Act and Regulation Z of the Board of Governors of the Federal Reserve System. When~~

~~the period for which the charge is computed is more or less than one month, the maximum rate for the period must be computed on a basis of one-thirtieth (1/30) the applicable monthly interest rate, multiplied by the number of days of the period.~~

~~(4) Any transaction involving a borrower's delivery of a motor vehicle certificate of a title in exchange for the advancement of funds on the condition that the borrower shall or may redeem or repurchase the certificate of title upon the payment of a sum of money, whether the transaction be characterized as a "buy-sell agreement," "sale-lease-back agreement," or otherwise, shall be deemed a violation of this article if such sum exceeds the amount that a secondhand dealer may collect in a title loan agreement under this article or if the terms of the transaction otherwise conflict with the permitted terms and conditions of a title loan agreement under this article.~~

~~(5) Any fees or taxes aid to a state agency and directly related to an individual title loan transaction may be collected from the borrower and shall be in addition to the permitted finance and interest charge.~~

~~(6) No charges, including interest, in excess of the combined total of all charges permitted by this section shall be allowed.~~

~~(Ord. No. 1998-34, § 1, 2-1-99)~~

~~Sec. 22-40. Transaction satisfaction and default.~~

~~(a) When the title loan has been paid in full, the secondhand dealer must deliver to the borrower a certificate of title clear of all encumbrances placed upon the title by the secondhand dealer within thirty (30) days of such payment in full.~~

~~(b) A secondhand dealer who engages in title loan transactions may take possession of the motor vehicle upon the borrower's default under the title loan agreement. Unless the borrower voluntarily surrenders the motor vehicle, the second hand dealer may only take possession of a motor vehicle through an agent licensed by the State of Florida to repossess motor vehicles.~~

~~(c) A secondhand dealer who takes possession of a motor vehicle pursuant to this section shall comply with the applicable requirements of Chapter 679, Part V, Florida Statutes.~~

~~(d) Disposition of the collateral or motor vehicle may be by public or private proceedings and may be made by way of one (1) or more contracts. Sale or other disposition may be as a unit or in parts and at any time and place and on any terms, but every aspect of the disposition, including the method, manner, time, place and terms including surplus of the debt, must be commercially reasonable.~~

~~(Ord. No. 1998-34, § 1, 2-1-99)~~

~~Sec. 22-41. Licenses.~~

~~(a) No secondhand dealer may engage in business as a title loan lender six (6) months after the effective date of this article unless the secondhand dealer has a valid license issued by the city. A separate license will be required for each physical location to the title loan business. The city shall issue more than one (1) license to an applicant if the applicant complies with the requirements of this part for each license.~~

~~(b) An application for a license pursuant to this part must be submitted to the city on such form as the city may prescribe. If the city determines that an application should be granted, it shall issue the license for a period not to exceed two (2) years. A nonrefundable application and license fee not exceeding one thousand two hundred fifty dollars ($1,250.00) shall accompany an initial application for each title loan location.~~

~~(c) The city shall charge a biennial renewal fee of one thousand dollars ($1,000.00). A license that is not renewed at the end of each two-year period shall automatically become inactive. An inactive license may be reactivated within ninety (90) days after the date it became inactive upon the submission of a completed reactivation form and payment of a reactivation fee not exceeding two hundred dollars ($200.00) and a biennial license fee of one thousand dollars ($1,000.00). No inactive license may be reactivated after ninety (90) days.~~

~~(d) Each license must specify the location for which it is issued and must be conspicuously displayed at that location. When a licensee wishes to move a title loan office to another location, the licensee shall give thirty (30) days prior written notice to the city by certified or registered mail, return receipt requested, and the city shall then amend the license accordingly. A license issued pursuant to this part is not transferable or assignable.~~

~~(e) Books, accounts and records; maintenance and examinations by the city:~~

~~(1) Each licensee shall maintain, at the principal place of business designated on the license, all books, accounts, records and documents necessary to determine the licensee's compliance with this part.~~

~~(2) The city may authorize maintenance or records at a location other than a principal place of business. The city may require books and records to be produced and available at a reasonable and convenient location within the city.~~

~~(3) All books, accounts, records, documents and receipts for expenses paid by the licensee on behalf of the borrower, including each contract signed by the borrower and expenses incurred by the licensee in the event of foreclosure and property recovery, will be preserved and kept available for examination by the city for two (2) years after the date of original entry.~~

~~(4) The city may prescribe by rule the minimum information to be shown in the books, accounts, records and documents of licensee so that such records will enable the city to determine the licensee's compliance with this part.~~

~~(f) Each licensee shall designate and maintain an agent in this state for service of process.~~

~~(g) A licensee must apply to the city for a new license upon a change in ownership of twenty-five (25) percent or more by a natural person in any title loan location or office. No application for a license or an application for transfer of an existing license is required for any change, directly, or beneficially, in the ownership of a title loan location if one (1) or more of the holders of at least seventy-five (75) percent of the outstanding equity interest in the title loan location or office before the change in ownership continue to hold at least seventy-five (75) percent of the outstanding equity interest in the title loan location or office after the change in ownership.~~

~~(h) To be eligible for title loan lending license, an applicant shall:~~

~~(1) File with the city a bond in the amount of thirty-five thousand dollars ($35,000.00) for each license with a surety company qualified to do business in this state. In lieu of the bond the applicant may establish a certificate of deposit or an irrevocable letter of credit in Florida financial institution in the amount of the bond. The original bond, certificate of deposit, or letter of credit shall be filed with the city and the city shall be the beneficiary of such instrument. The bond, certificate of deposit, or letter of credit shall be in favor of the city for the use and benefit of any consumer who is injured in the context of a title loan transaction by the fraud, misrepresentation, breach of contract, financial failure, unfair or deceptive trade practice, disclosure violation or violation of any provision of this part by the licensee. Such liability shall be enforced by the filing of a suit in a court of competent jurisdiction.~~

~~(2) Not have been convicted of a felony within the last ten (10) years or be acting on behalf of a beneficial owner who has been convicted of a felony within the last ten (10) years.~~

(3) Not have been convicted, and not acting on behalf of a beneficial owner who has been convicted, of a crime that the city finds directly related to the duties and responsibilities of a title loan lender within the past ten (10) years.

(i) The city shall determine the form of the license.

(j) No part of this ordinance may be construed to impair or affect the obligation of any title loan agreement which was lawfully entered into prior to the effective date of this article.

(k) Licensees shall report changes in address, location or records, and any change of an executive officer within thirty (30) days of the change.

(Ord. No. 1998-34, § 1, 2-1-99)

Sec. 22-42. Violations and penalties.

(a) The following acts are violations of this part and shall constitute grounds for disciplinary action:

(1) Failure to comply with any provision of this part, rule adopted under this part by the city, or any written agreement entered into with the city.

(2) Fraud, misrepresentation, deceit or gross negligence in any title loan transaction.

(3) Fraudulent misrepresentation, circumvention, or concealment of any matter required to be stated or furnished to a consumer pursuant to this part.

(4) Willful imposition of illegal charges on any title loan transaction.

(5) False, deceptive or misleading advertising by a licensee.

(6) Failure to maintain, preserve and keep available for examination all books, accounts and other documents required by this part, state or federal law, or any agreement entered into with the city.

(7) Aiding, abetting or conspiring with an individual to circumvent or violate any of the requirement of this part or state or federal law.

(8) Refusal to permit inspection of books or records in an investigation or examination by the city or refusal to comply with a subpoena issued by the city.

(9) Criminal conduct in the course of a licensee's business as a title lender.

(10) Knowingly entering into a title loan agreement with a person under the age of eighteen (18) years.

(11) Making any agreement requiring or allowing for the personal liability of a pledgor or the waiver of any of the provisions of this part.

(12) Knowingly entering into a title loan agreement with any person who is under the influence of drugs or alcohol when such condition is visible or apparent, or with any person using a name other than his own or registered name of his business.

(13) Entering into a title loan agreement in which the amount of money advanced in consideration for the loan secured by any single certificate of title exceeds one third of the value of the motor vehicle. The city shall determine the method of assessing the value of the pledged property.

(14) Failure to exercise reasonable care in the safekeeping of the certificate of title or motor vehicle repossessed pursuant to this part.

(15) Failure to return the certificate of title or motor vehicle taken into possession to a borrower with any and all of the title lender's liens on the property properly released within thirty (30) days of the

~~payment of the full amount due, unless the property has been seized or impounded by an authorized law enforcement agency, taken into custody by a court or otherwise disposed of by court order.~~

~~(16) Charging or receiving any finance charge, interest, cost or fee which is not permitted by this part.~~

~~(17) Engaging in business as a title lender without first securing the required license.~~

~~(18) Refusing to accept partial repayment of the amount financed when all accrued finance charges have been paid.~~

~~(19) Charging a prepayment penalty.~~

~~(20) Capitalizing any unpaid finance charge as part of amount financed in the renewal of title loan agreement.~~

~~(21) Acting as a title loan lender in the city six (6) months after the effective date of this article without a current, active license issued by the city pursuant to this part.~~

~~(22) In any practice or transaction or course of business relating to the making of a title loan, negotiation, promotion, advertisement or hypothecation of a title loan transaction, directly or indirectly:~~

~~a. To knowingly or willingly employ any devised scheme or article to defraud;~~

~~b. To engage in any transaction, practice or course of business which operates as a fraud upon any person in connection with the purchase or sale of any title loan;~~

~~c. To obtain property by fraud, willful misrepresentation of a future act or false promise.~~

~~(23) In any manner within the jurisdiction of the city to knowingly and willfully falsify, conceal or cover up by a trick, scheme or device a material fact, make any false or fraudulent statement or representation, or make or use any false writing or document, knowing the same to contain any false or fraudulent statement or entry.~~

~~(24) Commission of fraud, misrepresentation, concealment, dishonest dealing by trick, scheme or device, culpable negligence, or breach of trust in any title loan transaction in the city; or aiding, assisting or conspiring with any other person engaged in any such misconduct and in furtherance thereof.~~

~~(b) Upon a finding by the city that the licensee or applicant has committed any of the acts set forth in subsection (a) thereof, the city may enter an order and take one (1) or more of the following actions:~~

~~(1) Deny the application for license pursuant to this article.~~

~~(2) Revoke or suspend a license previously granted pursuant to this part.~~

~~(3) Place a licensee or applicant for a license on probation for a period of time and subject to such conditions as the city may specify.~~

~~(4) Issue a letter of concern or reprimand.~~

~~(5) Place permanent restrictions or conditions upon issuance or maintenance of a license pursuant to this article.~~

~~(6) Impose an administrative fine not to exceed two thousand five hundred dollars ($2,500.00) for each violation of this part.~~

~~(7) The city shall be entitled to a reasonable attorney's fee, including appellate fees and costs, in an action successfully enforcing any fine imposed under this part.~~

~~(c) When the city has reasonable cause to believe that a licensee is operating in violation of this part, it may bring a civil action in any court of competent jurisdiction to enforce or administer this part, including a temporary or permanent injunction, or appointment of a receiver.~~

~~(d) The city may adopt rules which set forth with specificity acts or practices which violate this part and which prescribe procedural rules for the administration of this part.~~

~~(Ord. No. 1998-34, § 1, 2-1-99)~~

~~Sec. 22-43. Transition period for regulation, restrictions and licensure provisions.~~

~~Each secondhand dealer operating as a title loan lender on the effective date of this article shall have six (6) months from the effective date of this article to comply with the regulation, restrictions and licensure provision of this part before the city may initiate any administrative or civil action, or refer a matter for criminal prosecution.~~

~~(Ord. No. 1998-34, § 1, 2-1-99)~~

Sec. 23-81. New connections; water and sewer tap-ins.

(a) All persons desiring new connections for the use of water service and sewer service in the city shall first submit an application for a permit on a form to be prescribed therefore by the city. The application form must be accompanied by a complete set of building plans and specifications and such other documents as shall establish compliance with all zoning laws, rules and regulations and all setback requirements and all other municipal ordinances in effect on the date of such application, together with full payment of all charges according to the schedule ~~as follows:~~as set by Resolution of the City Council.

Sewer and Water Connection Charge

~~Size of Tap~~	~~Sewer Connection Charge~~	~~Water Connection Charge~~
~~¾~~	~~$4,050.00~~	~~$1,140.00~~
~~1~~	~~$6,764.00~~	~~$1,904.00~~
~~1½~~	~~$13,487.00~~	~~$3,796.00~~
~~2~~	~~$21,587.00~~	~~$6,076.00~~
~~3~~	~~$40,500.00~~	~~$11,400.00~~
~~6~~	~~$134,987.00~~	~~$37,996.00~~
~~8~~	~~$215,987.00~~	~~$60,796.00~~

(b) The city will furnish all water meters and will bill each user for the actual cost of the meter. The labor for the meter installation is included in the connection charge.

(c) It shall be unlawful to tap-in to any sewer or water line without having first obtained the written permit required hereby and paid all charges in full as set forth in subsection (a) above.

(d) All units, cut-on fees. All applications for new service, before service is provided, shall be accompanied by payment of the ~~following sums~~as set by resolution of the City Council, unless the customer requests the set-up fee be billed with the first regular billing:

~~Deposit$150.00~~

~~Set-up fee$25.00~~

~~Total payment required for new service$175.00~~

Sec. 23-82. Surcharges or user fees on new connections.

In addition to the requirements set forth in section 23-81 and described therein, there is hereby assessed a surcharge or user fee to be paid to the city at the same time payment is made of the connection charges described in section 23-81, as ~~follows:~~ set by resolution of the City Council

(1) ~~A fee of sixty-two dollars ($62.00) per fixture unit. (Such charge does not include cost for connecting to sewer, inspection charge and other costs to be paid by the customer.)~~

(2) ~~At such time as the use of any lot or parcel of land served by such extension changes so as to increase the number of fixture units, then an additional charge of sixty-two dollars ($62.00) per fixture unit shall be due and payable at the time the plumbing permit is approved, regardless of whether any surcharge or sewer impact charge was ever imposed or paid at the time of initial connection to the public system~~.

(3) All revenue derived from the sewer surcharge fee shall be placed in a separate capital improvement fund, to be known as the sewage treatment capital investment fund, and shall be used only for the construction or acquisition of additions, extensions, renewals and replacements to the sewage treatment plant and plumbing stations of the public system, as appropriated from time to time by the city council.

(Code 1959, § 24-12; Ord. No. 2018-08, § 1, 10-1-18)

Sec. 23-83. Security deposits.

(a) As to any residential owner-occupied property account or residential tenant-occupied rental unit account in the city, a noninterest bearing security deposit in the amount set by Resolution of the City Council ~~sum of one hundred fifty dollars ($150.00)~~ shall be required before any service from the water or sewer system shall be provided or any garbage collection service provided.

(b) As to any residential owner-occupied property account, where no previous deposit has been made, any such owner relocating the account within the city and who has not been delinquent in payment of the prior account for twelve (12) or more consecutive months shall not be required to deposit the security required by this section.

(c) As to any residential tenant-occupied rental unit account in the city, any change of tenant occupancy shall be deemed a new account requiring the deposit for security in accordance with this section.

(d) ~~At the time of the opening or the reopening or change of name of any account for water, sewer and garbage service in the city, a set-up fee of twenty-five dollars ($25.00) as set by Resulution of the City Council shall be required and must be paid by the owner or other consumer.~~

~~(e) As to all new construction and before any water service may be provided to the property, the builder shall pay the sum of forty dollars ($40.00) for water consumed during construction. When the meter is read after the completion of construction or when a certificate of occupancy is issued, any water consumed in excess of the volume included in the forty-dollar fee shall be determined and paid by the builder.~~

(f) Upon discontinuance of the service or after the deposit has been held for two (2) consecutive years, during which time continuous service has been received and all bills for such services have been paid in accordance with the laws and ordinances of the city, the deposit, less the amount of any unpaid bills, will be refunded.

(g) For all nonresidential consumers and all residential units that serve more than one (1) unit through one (1) master water meter, a deposit representing two (2) months' average charges for utility services, i.e., water, sewer, stormwater and garbage will be required. For business types new to Neptune Beach an estimated deposit amount will be made based upon similar businesses in the city or will be determined by the city

manager or his designee. Upon termination of the utility services, the customer's deposit will be first applied to any balances owed on his account. Any balance remaining will be refunded to the customer or transferred to another account upon request of the customer.

Sec. 23-84. Water rates.

(a) *Description of water rate structure.* The rate of charge for all water passed through the service meter of each customer shall consist of a monthly service charge based on the size of the customer's service meter and a gallonage charge for each unit of one thousand (1,000) gallons or portion thereof. Such charges shall be due and payable on a monthly basis.

(b) *Monthly service charge.* Each customer within the city limits shall pay the following listed monthly service charge based on the size of the customer's water service meter which shall be set by Resolution of the City Council. ~~:~~

~~Meter Size inches~~	~~Monthly Service Charge~~		
	~~FY 2017~~	~~FY 2018~~	~~FY 2019~~
~~¾~~	~~$ 12.44~~	~~$ 12.75~~	~~$ 13.07~~
~~1~~	~~31.04~~	~~31.82~~	~~32.62~~
~~1½~~	~~62.09~~	~~63.64~~	~~65.23~~
~~2~~	~~99.40~~	~~101.89~~	~~104.44~~
~~3~~	~~223.73~~	~~229.32~~	~~235.05~~
~~4~~	~~310.72~~	~~318.49~~	~~326.45~~
~~6~~	~~994.18~~	~~1,019.03~~	~~1,044.51~~

~~Customers with multiple units being served by one (1) meter shall be assessed a base charge for each unit.~~

~~(c) *Gallonage charge.* In addition to the above established service charge, each customer within the city limits shall pay a monthly gallonage per unit for each one thousand (1,000) gallons, or portion thereof, of water passed through the customer's service meter according to the following schedule:~~

~~Usage Range~~	~~Cost per 1,000 gallons or portion thereof~~		
	~~FY 2017~~	~~FY 2018~~	~~FY 2019~~
~~0—5,000~~	~~$2.81~~	~~$2.88~~	~~$2.95~~
~~5,001—15,000~~	~~4.18~~	~~4.28~~	~~4.39~~
~~15,001—30,000~~	~~5.52~~	~~5.66~~	~~5.80~~
~~30,001 +~~	~~6.89~~	~~7.06~~	~~7.24~~

~~The water usage charges for multiple meters on a single account shall be cumulative. The water usage charges for multifamily units on single meters shall be cumulative.~~

(d) *Billing.* Such monthly rates, fees and charges shall be billed to the consumer and collected as hereinafter provided in this article.

(e) *Annual review.* The water rates shall be reviewed on an annual basis to determine if adjustments are necessary, based on the utilities' prior year performance. Such adjustments, if any, shall be implemented by ordinance.

(f) *Homeowners' association water rate structure.* Notwithstanding other provisions of this chapter, there is hereby established a special rate for lawn water meters to be used to benefit homeowners' associations that have multiple lawn meters for the purpose of watering in the common areas of their property. Such homeowners' associations may petition the council through their membership or elected leadership for the "homeowners' association" rate which shall consist of one (1) monthly service charge, as described in this section, regardless of the actual number of meters. Such service charge shall be based on the largest meter in the group of meters being served. Upon having the rate granted by the council, the homeowners' association shall be charged cumulatively for all water metered through all of their meters, but shall only be charged the one (1) monthly service charge.

Sec. 23-85. Sewer rates.

(a) For each connection to the sewerage system of the city, including existing connections, there shall be charged and paid for the use of and for the services and facilities furnished or to be furnished by the system the schedule of monthly rates, fees and charges, as ~~follows:~~as set by resolution of the City Council .

(1) Each customer within the city limits shall pay the following listed monthly service charge based on the size of the customer's water service meter:

Meter Size inches	Monthly Service Charge		
	FY 2017	FY 2018	FY 2019
¾	$ 20.75	$ 21.27	$ 21.80
1	51.87	53.16	54.49
1½	103.78	106.37	109.03
2	166.04	170.19	174.44
3	373.64	382.98	392.55
4	518.94	531.91	545.21
6	1,660.59	1,702.10	1,744.65

(2) Customers with multiple units being served by one (1) meter shall be assessed a base charge for each unit.

(b) *Gallonage charge.*

(1) In addition to the above-established service charge, each customer within the city limits shall pay a monthly gallonage charge per unit for each one thousand (1,000) gallons, or portion thereof, of water passed through the customer's service meter ~~according to the following schedule:~~which shall be set by Resolution of the City Council.

~~Usage Range~~	~~Cost per 1,000 gallons or portion thereof~~		
	~~FY 2017~~	~~FY 2018~~	~~FY 2019~~
~~0—5,000~~	~~$8.94~~	~~$9.16~~	~~$9.39~~
~~5,001—15,000~~	~~10.55~~	~~10.81~~	~~11.08~~
~~15,001 +~~	~~11.39~~	~~11.67~~	~~11.96~~

(2) For single-family residential units with three-fourths-inch meters, the maximum monthly sewer charge will be for fifteen thousand (15,000) gallons. For multifamily units sharing a single meter, the maximum monthly sewer charge will be for fifteen thousand (15,000) gallons per unit. The sewer charge for multifamily units on single meters shall be cumulative.

(c) *Billing and collection.* Such monthly rates, fees and charges shall be billed to the consumer and collected as provided in this article.

(d) *Annual review.* The sewer rates established shall be reviewed on an annual basis, to determine if adjustments are necessary, based on the utilities' prior year performance. Such adjustments, if any, shall be implemented by ordinance.

Sec. 23-89. Notice of proposed termination of service; administrative hearing; disconnecting service for failure to pay charges; reconnecting fee.

If any bill for the use of the services and facilities of the water system and/or the sewer system shall be and remain due and unpaid after the twentieth (20th) day of each billing cycle in which the same shall have been submitted to the customer, a written notice shall be provided, which shall apprise such customer of the past due amount, the disconnection and the availability of an administrative hearing. Upon such request, the city manager or his designee will afford an administrative hearing at the convenience of the customer to consider any complaint of erroneous or incorrect billing and to review any disputed bill and to rectify any error. Should such customer either fail for a period of nine (9) days to seek such an administrative hearing or fail to pay any sum determined to be properly due as a result of such administrative procedures, all services to such customer so in arrears shall be immediately disconnected and shall not be reconnected until all past due bills for water and/or sewer services are paid in full, together with a reconnection charge as set by resolution of the City Council ~~of twenty-five dollars ($25.00) during normal city hall business hours and seventy-five dollars ($75.00) during other hours~~.

Sec. 23-104. Stormwater management utility fee.

A flat rate stormwater fee is hereby imposed upon each developed lot and parcel within the City of Neptune Beach having its own utility account for services and facilities provided by the stormwater management system. For purposes of imposing the stormwater, all utility accounts within the city are classified into the following two (2) customer classes:

(1) Residential single-family, mobile home, multifamily condominiums, townhouses.

(2) Nonresidential, governmental, institutional (tax exempt), commercial-industrial, apartment buildings, other.

(Ord. No. 2002-02, § 4, 5-6-02)

Sec. 23-105. Billing and payment.

(a) The stormwater utility fee is to be paid as billed to the owner, tenant, or occupant of each utility account, which is subject to the stormwater fee. Persons using the services and facilities of the stormwater management system shall be rendered bills or statements. The bills for stormwater management shall be submitted on the same bills as the charges for water and sewer services; provided, however, that stormwater management service be made a separate item on such bills. Such bills for stormwater

management shall be due and payable monthly. Each utility account shall be billed a flat rate fee as established by the resolution of the city council for both residential and nonresidential classes.

(b) *Additional charge for delinquent payment.* If any bill for the uses of the services and facilities of the stormwater management system, shall be and remain due and unpaid on or after the twenty-first (21st) day after the bill shall have been submitted to the consumer, an additional charge of ten (10) percent thereof shall be added thereto. If any bill for the use of the services and facilities of the stormwater management system shall be and remain unpaid after the twentieth (20th) day of each billing cycle in which the same shall have been submitted to the customer, a written notice shall be provided, which shall apprise such customer of the past due amount, the disconnection and availability of an administrative hearing. Upon such request, the city manager or his designee will afford an administrative hearing at the convenience of the customer to consider any complaint of erroneous or incorrect billing and to review any disputed bill and to rectify any error. Should such customer either fail for a period of nine (9) days to seek such an administrative hearing or fail to pay any sum determined to be properly due as a result of such administrative procedures, all services to such customer so in arrears shall be immediately disconnected/discontinued and shall not be reconnected or service shall not be re-established until all past due bills for water, trash/garbage collection, stormwater and/or sewer services are paid in full together with a reconnection charge as set by resolution of the City Council ~~of twenty-five dollars ($25.00) during normal City Hall business hours and seventy-five dollars ($75.00) during other hours~~.

Sec. 29-34. Fees applicable to those not subject to communications services tax.

While the Florida Legislature has prohibited municipalities from requiring providers of communications services who have registered with the state department of revenue from having to enter into franchise agreements or license arrangements as a condition to placing or maintaining communications facilities in the public rights-of-way, the city expressly reserves the right to require the payment of consideration or regulatory fees by persons using or occupying the public rights-of-way in other capacities. The city reserves the right to require such payments based on the type of user and to the extent as follows:

(1) *Dealer.* Except as provided in section 29-30(24), a communications services provider who meets the definition of dealer as set forth in state statute and who has registered in accordance with section 29-28 is not required to enter into a franchise agreement or license arrangement with the city as a condition to placing or maintaining communications facilities in the public rights-of-way, nor is a dealer required to make payment of any franchise fees, license fees or other user fees to the city as consideration for the use or occupancy of the public rights-of-way for the provision of communication services.

(2) *Pass-through provider and pass-through facilities.* A communications services provider who meets the definition of pass-through provider as set forth in this chapter 29 and who is not subject to the city's local communications services tax imposed pursuant to F.S. §§ 202.19 and 202.20 shall pay the city the maximum annual amount allowed under F.S. § 337.401(6)(b), as amended. For purposes of calculating payments hereunder, each separate pole or tower installed or maintained by a pass-through provider for purposes of supporting antennas for other over-the-air radio transmission or reception equipment in the public rights-of-way shall comprise a separate communications facility subject to assessment of a separate permit fee in the amount ~~of five hundred dollars ($500.00) per linear mile, or portion thereof~~ as set by resolution of the City Council, up to the maximum amount allowed under F.S. § 337.401, whichever is higher. The annual amount referred to above shall be due and payable on October 1 of every year beginning on October 1, 2017. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one (1) percent per month from the date due until paid. The acceptance of any payment required hereunder by the city shall not be construed as an acknowledgment that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the city may have for additional sums due and payable or authorization to install any facilities in the public rights-of-way.

(3) *Other persons.* All other persons, except governmental entities, are required to pay the city, as consideration for the use or occupancy of the public rights-of-way for the placement or maintenance of communications facilities, an amount based on and in accordance with subsection (2) of this section.

(4) *Government.* A governmental entity is not required to pay the city consideration for the use or occupancy of the public rights-of-way for the placement or maintenance of communications facilities, unless such facilities are being used by such governmental entity or a communications services provider, including resellers, to offer or provide communication services other than for such governmental entity's internal noncommercial use, in which event the governmental entity, where not subject to the city's local communications services tax imposed pursuant to F.S. §§ 202.19 and 202.20 is required to pay the city, as consideration for the use or occupancy of the public rights-of-way by or through its facilities placed therein after April 1, 2018, an amount based on and in accordance with subsection (2), or such other amount or rate of compensation as mutually agreed to in writing by the governmental entity and the city.

(Ord. No. 2018-03, § 1, 4-2-18)

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the City of Neptune Beach has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the "Business Impact Estimate" section below. In addition, even if one or more exemptions are identified, the City of Neptune Beach may nevertheless choose to provide information concerning the proposed ordinance in the "Business Impact Estimate" section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance's title/reference:

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA REGARDING REVISIONS TO THE CODE OF ORDINANCES BY ELIMINATING OUTDATED FEE PROVISONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

Applicable Exemptions: None of the below exemptions are applicable to Ordinance 2025-06

☒ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

- ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
- ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or

Note to Staff: *This form should be completed and included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Neptune Beach hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The City is removing all specific reference to dollar amounts for fees from the Code of Ordinances. Instead, Fees will be adopted by Council resolution. Which is a much more streamlined and efficient approach.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

As of the date of the first reading of the Ordinance there are more than 213 business tax receipts / businesses in the City of Neptune Beach. The business impact is unknown.

(b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

Unknown

(c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

None

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

None

4. Additional information the governing body determines may be useful (if any):

None

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT

RESOLUTION NO. 2025-0XX

A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING A SCHEDULE OF FEES TO BE INSTITUTED FOR VARIOUS CITY SERVICES; PROVIDING FOR SERVERABILITY; REPEALING AND REPLACING ALL PRIOR RELATED RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Neptune Beach desires to adopt a new schedule of fees for various city services;

WHERAS, the City of Neptune Beach has determined that the best interests of citizens of Neptune Beach are served by requiring the users of City services to be primarily responsible for paying the costs of such services.

WHEREAS, the City Council hereby finds and determines that the amount for various fees, set forth in **Exhibit "A"** are reasonable charges;

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

Section 1. The City Council has reviewed and adopted the schedule of fees attached hereto and incorporated herein as **Exhibit "A"** and does hereby find that the fees are necessary and should be adjusted from time to time by the City of Neptune Beach to reflect the intent that such fees recover a substantial portion of the associated costs incurred in providing the services.

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

Section 3. All prior Resolutions regarding the same fees are hereby repealed and replaced.

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

Draft

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

_____
Cori Bylund, Mayor and Chairperson

ATTEST:

_____
Catherine Ponson, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

_____
City of Neptune Beach Attorney

Draft

EXHIBIT A

CITY MANAGER'S OFFICE				
FEE TYPE	**FEE**			
	Renter	**Time/Day**	**Price**	**Deposit**
Neptune House Rental *(Food Trucks will also require a Special Event Permit)*	Resident	Monday – Thursday 8AM to 10PM	$35/hr. – w/o Alcohol (+ tax) ~~$90~~ $120/hr. – w/Alcohol (+ tax) *	$150 (w/o Alcohol) $200 (w/Alcohol)
		Friday (after 5PM), Saturday & Sunday	$75/hr. – w/o Alcohol (+ tax) ~~$130~~ $160/hr. – w/Alcohol (+ tax) *	$250 (w/o alcohol) $300 (w/ alcohol)
	Non-Resident	Monday – Thursday 8AM to 10PM	$75/hr. – w/o Alcohol (+ tax) ~~$130~~ $160/hr. – w/Alcohol (+ tax) *	$400 (w/o alcohol) $800 (w/ alcohol)
		Friday (after 5PM), Saturday & Sunday	$150/hr. – w/o Alcohol (+ tax) ~~$205~~ $235/hr. – w/Alcohol (+ tax) *	$500 (w/o alcohol) $1,000 (w/ alcohol)
	Non-Profit***	~~Any~~ Monday-Thursday 8AM-10PM Friday (after 5PM) Saturday & Sunday	~~$0**~~ $25/hr** $50/hr**	$200
		* *Fee includes hourly rate for police officers*	** *Hourly Rate of Officers may be required for events with alcohol*	****Hourly Rate of Officers may be increased for events held on holidays.*

Draft

Special Event Permits/Food Truck	Events not requiring Police - $100 Events Requiring Police - $300 (plus $65.00 ~~55.00~~/hr. min. 4-hours an officer is required if alcohol not served; plus $85/hr.min. 4-hours an officer is required if alcohol is served; plus $100/hr. min. 4-hours an officer is required on holidays. Hourly Officer rates subject to increase)
Senior Center Rental *(Food Trucks will also require a Special Event Permit)*	

Renter	Time/Day	Price	Deposit
Resident	Friday (after 5PM), Saturday & Sunday	$75/hr. – w/o Alcohol (+ tax) $130/hr. – w/Alcohol (+ tax) * Beer and Wine Only	$250 (w/o alcohol) $300 (w/ alcohol)
Non-Resident	Friday (after 5PM), Saturday & Sunday	$150/hr. – w/o Alcohol (+ tax) $205/hr. – w/Alcohol (+ tax) * Beer and Wine Only	$500 (w/o alcohol) $1,000 (w/ alcohol)
Non-Profit***	Friday (after 5PM), Saturday & Sunday	$200 Donation (4 hour max, $50/hr for each additional hour)**	$200

** Fee includes hourly rate for police officers*

*** Hourly Rate of Officers may be required for events with alcohol*

****Hourly Rate of Officers may be increased for events held on holidays.*

Peddling/Soliciting	$75.00 ~~50.00~~

CITY CLERK

FEE TYPE	FEE
Complex Public Records Requests *	Cost = Rate of employee time by number of hours required to complete the request (plus cost of pages/CD/DVD). Paper copies of records $0.15 per page + $0.05 for double-sided copy for documents over 2 pages ($0.20 per sheet).

Draft

	**Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the City Clerk's discretion.*
Qualifying of Candidates	Mayor: $100 Council Member: $50.00
COMMUNITY DEVELOPMENT	
BUILDING DIVISION	
FEE TYPE	**FEE**
Permit Issuance	$45.00 ~~37.00~~ (plus cost of construction and review fees) (50% due at submittal shall be retained by the city including the permit issuance fee and all plan review fees. Where plans are withdrawn or abandoned no refunds will be made.)
Building Permit Plan check fees (renovation/new construction building permits only)	$45.00
Demolition Permit	$115.00
Pool Issuance Permit (building permit only)	$45.00 ~~37.00~~ (plus cost of construction and review fees)
Change of ~~Tenant Fee~~ Occupancy (building, site inspection, CO)	$150.00 ~~$50.00~~
Private Provider (Building Inspection & Plan Review, excluding zoning and fire plan review).	30% reduction
Fence Permit	$45.00 ~~37.00~~
Permit Reissuance/Renewal	100% of the original fee
Permit History Report	$45.00 ~~37.00~~ (plus Public Records Requests copy fee)
Permit for Backyard Hens	$50.00
Cost of Construction/Building Permits	
$0-100	

Draft

	$12.00
$100.01 – 1,000.00	$30.00
$1,000.01 – 2,000.00	$41.00
$2,000.00 – 3,000.00	$58.00
$3,000.01 – 4,000.00	$64.00
$4,000.01 – 5,000.00	$70.00
$5,000.01 – 6,000.00	$76.00
$6,000.01 – 7,000.00	$82.00
$7,000.01 – 8,000.00	$88.00
$8,000.01 – 9,000.00	$93.00
$9,000.01 – 10,000.00	$100.00
$10,000.01 - $100,000.00	$100 for the first $10,000 (plus $6 for each additional $1,000 or part thereof up to $100,000.00)
$100,000.01 - $500,000.00	$625 for the first $100,000 (plus $3 for each additional $1,000.00 or part thereof up to $500,000)
$500,000.01 and up	$1,793 for the first $500,000 (plus 1.50 each additional $1,000 thereafter)
Reinspection Fee	1st reinspection - $110 ~~25~~ 2nd reinspection - $110 ~~75~~ 3rd reinspection – two (2) times permit fee

Draft

	Failure to comply by 3rd inspection may result in a notice of violation and hearing before the Code Magistrate.
Electrical	
Permit Issuance	$45.00 ~~37.00~~ (plus any other costs associated with reviews and electrical work)
Temp Service Pole	$23.00
Air Condition Circuits	40 to 100 amps – $29.00 Under 40 amps, including window units, min - $18.00
Residential Service ~~New Family Dwelling~~	~~Not exceeding 100 amps - $47.00~~ ~~Not exceeding 200 amps - $58.00~~ ~~Each additional 100 amp or part there of - $12.00~~ New construction, remodeling or additions to residential dwellings (excluding service) - $29.00 Plus, for every $1,000 of value or fractional part thereof – $12 *(Continued)* ~~**Multifamily units or apartments shall be treated as single family dwelling and permit and service fees shall apply for each unit or apartment~~
~~New Commercial Building Electrical Permit Issuance (excluding service)~~	~~$58 (plus $15 for each additional 100 amps beyond 200amps)~~
~~New~~ Commercial Service	Not exceeding 100 amp service - $80.00 Not exceeding 200 amp service - $100.00 Plus for each additional 100 amps - $20.00 Remodeling or additions to existing commercial buildings electrically (excluding service) - $60.00
Residential Pools (electric only)	$35.00
Commercial Pools (electric only)	$70.00
~~Commercial~~ Lighting/Switches/Receptacles	

Draft

	All ~~Commercial~~ light, switch and receptacles: 1 to 50 - $30.00 Over 50, each - $4.00
Signs	Not exceeding 96 sf - $58/ea Over 96sf - $117/ea ~~Illumination of any sign in any manner, floodlights, border lights, etc., each - $60.00~~ ~~1 transformer - $30.00~~ ~~Additional transformer, each - $12.00~~
Generators	$45.00 ~~37.00 ½ horsepower or less w/ 500 volts or less - $12.00/ea~~ ~~Over ½ horsepower and not over 5 horsepower, w/ less than 500 volts - $30.00/ea~~ ~~Over 5 horsepower, 500 volts or less - $47.00/ea~~ ~~High potential over 550 volts and less than 3,500 volts - $70.00/ea~~
Electric Car Chargers	~~110/120 volts - $15.00~~ <240 volts - $45.00 ~~37.00~~ 480 + volts - $90.00
Solar Photovoltaic Systems	$23/ea array/module ~~$12/ea module~~ $23/ea Power conditioning Unit ~~$12/ea Transformer~~
Additional inspections/reinspection	1st reinspection - $110 ~~25~~ 2nd reinspection - $110 ~~75~~ 3rd reinspection – two (2) times permit fee Failure to comply by 3rd inspection may result in a notice of violation and hearing before the Code Magistrate.
~~Minor Electrical Repair Residential~~	
~~Receptacles~~	~~0-100 amps - $1.00/ea~~

Draft

~~Switches~~	~~Up to 30 amps - $1.00/ea~~ ~~Over 30 amps - $6.00/ea~~
~~Repair Permit~~	~~$12.00~~
Plumbing	
Permit Issuance Fee	$45.00 ~~37.00~~
~~Solar Hot~~ Water Heater	$35/ea
~~Solar Heating/Cooling Equipment~~	~~$35/ea~~
~~Septic Tank or Drain Field~~	~~$35.00~~
~~Wells~~	~~$23/ea~~
Pumps	$12/ea
Rough-in and setting fixtures	$11/ea fixture
Repipe ~~Replacement Piping~~	$45.00 ~~37.00~~ (plus cost of construction)
Additional inspections/reinspection	1st reinspection - $110 ~~25~~ 2nd reinspection - $110 ~~75~~ 3rd reinspection – two (2) times permit fee Failure to comply by 3rd inspection may result in a notice of violation and hearing before the Code Magistrate.
Mechanical	

Draft

Permit Issuance	$45.00 ~~37.00~~
A/C units/ dwelling, apartment or business	1-10 tons - $12.00 10.01-25 tons - $7.00 Each ton over 25 tons - $6/ea ton
Furnaces	1-200,000 BTU – $23.00 Each 50,000 BTU over 200,000 – $12/ea Burner - $9/ea
Air Duct Systems	1-2,000cu/min – $18.00 Each 1,000cu/min over 2,000cu – 10,000cu/min – $7/ea Each additional 1,000cu/min - $5/ea
Commercial Hoods/Fans	$41.00
Boilers	First 500,000BTU - $35.00 Each 100,000 after - $12.00
Fireplace	$35.00
Alteration or Repair for Boilers	$35.00
Tanks (Gas/LP)	0-600 gallons – $16.00 601-1,000 gallons - $23.00 Each 1,000 gallons after - $4.00
Service Station Automobile Lift	$18.00
Elevator/Escalator/Man Lift	$23.00
~~Solar A/C Collector System~~	~~$23.00~~
All Mech permits not listed above	

Draft

	$8/ea $1,000 of valuation of project cost
~~Minimum Fee~~	~~$44.00~~
Additional Inspections/reinspection	1st reinspection - $110 ~~25~~ 2nd reinspection - $110 ~~75~~ 3rd reinspection – two (2) times permit fee Failure to comply by 3rd inspection may result in a notice of violation and hearing before the Code Magistrate.
~~***Miscellaneous***~~	
~~Garage Sales~~	~~$5.00~~
PLANNING DIVISION	
FEE TYPE	**FEE**
Planning Review Fees (Building Permits)	40% of ~~total~~ building permit issuance fee ~~or a minimum of $50.00~~
Comprehensive Plan Text Amendment	$1,500.00
Comprehensive Plan Map Amendment (Small Amendment less than 10 acres)	$2,000.00
Comprehensive Plan Map Amendment (Large Amendment greater than 10 acres)	$2,500.00
Land Development Code (Text Amendment)	$1,000.00
Zoning Map Amendment	$1,000.00

Draft

Appeals (Review of administrative decisions)	$800.00
Pre-Application Plans Review	$350.00 ~~100.00~~
Development Agreement	$350.00
Development Order Review	Residential Developments (not including SFD) - $200/ unit (plus cost of any outside review or other departmental reviews) ~~- $3.00/ 20 sf of property~~ Commercial Development /PUD - $2,000 (~~plus Commercial Development Order Review and~~ Subdivision Plan Review)
Development Order Extension (also applies to Variances and other board approved processes)	$50.00
Subdivision Plan Review	$1,000.00 (plus $100/lot being created)
~~Replat Plan Review~~	~~$400.00~~
Deviation Plan Review	$500.00 (Not required for deviations out of applicant control)
Concurrency Certificate/Service Availability Letter	$350.00 ~~75.00~~
Tree Removal Permit (Protected Tree Fees to be placed in mitigation fund)	$125 Base Fee Additional $125.00 per caliper inch of protected tree removed plus additional $400.00 Heritage Tree Removal
Special Exception	$400.00 residentially zoned property $800.00 commercially zoned property
Variance	$500.00 residentially zoned property $1,000.00 commercially zoned property
Abandonments/Vacations/Easements	$1,000.00
Large copies (maps, site plans, etc.)	$20.00 per page

Draft

Dog Friendly Dining Review	$75.00
Zoning verification letter	$100.00 ~~75.00~~
FDEP Letter	$150.00 ~~75.00~~
Alcohol License Review	$50.00
Art Project Review	$300.00
Stormwater Management and Erosion Control Review	30% of building permit fee
Stormwater and Erosion Control Reinspection Fee	1st reinspection - $75.00 ~~50.00~~ 2nd reinspection - $150.00 ~~75.00~~ 3rd reinspection - $250.00 ~~150.00~~ Failure to comply by 3rd inspection may result in a notice of violation and hearing before the Code Magistrate.
Floodplain	
FEE TYPE	**FEE**
Floodplain Plan Review	40% of building permit issuance fee ~~project valuation~~
Floodplain Determination Letter/Elevation Certificate Review	$150.00 ~~75.00~~
Floodplain Compliance Inspection	$150.00
FEMA LOMA/LOMR/LOMAF/ Map Change	$350.00
Fire ***In accordance with Jacksonville Fire and Rescue Department Contract Rates per COJ Section 123.102***	

Draft

~~FEE TYPE~~	~~FEE~~
~~Fire Plan Review~~	~~40% of project valuation~~
~~Fire Sprinkler Systems~~	~~First 40 heads or fractional part thereof – $58.00~~ ~~Each additional 10 heads or fraction over 40 – $12/ea~~
~~Fire Standpipes~~	~~$12/ea~~
~~New Construction Plan Review~~	~~45% of building permit fee _UPDATE TO JFRD RATES~~
~~Resubmittals of New Construction Plan Review~~	~~$75/ea~~
~~Plan review of fire sprinkler system (up to 50 heads)~~	~~$75.00~~ ~~$1.00 for each additional head over 50~~
~~Plan review of fire standpipe or fire pumps~~	~~$75.00~~
~~Plan review of fire alarm up to 10 devices (including fire alarm control panel)~~	~~$75.00~~ ~~$1.25 per device over 10 devices~~
~~Plan review of fire suppression systems~~	~~$75/system~~
~~Plan review of emergency generator systems~~	~~$75/system~~
~~Plan review of grease hoods and light test~~	~~$75/system~~
~~Plan review of private fire mains & hydrants with visual & flushing~~	~~$125.00~~
~~Plan review of new above ground & underground tanks~~	~~$125.00~~
~~Plan review of removal for fuel tank~~	~~$25/tank~~

Draft

~~Plan review of paint booth & fire suppression system~~	~~$25/system~~
~~Plan review & inspection for Med-Gas/ Med-Gas Storage *or similar process where the knowledge or experience of the Authority Having Jurisdiction (the City) is limited. For the purposes of this provision*~~	~~$65.00~~
~~Special Event Review- MOVE TO CM~~	~~$100.00/tent or food truck~~
~~Any other permit required by the FFPC not listed above~~	~~$50.00~~
~~Resubmittal Review Fees~~	~~1st resubmittal – no charge~~ ~~2nd resubmittal – $100.00~~ ~~3rd resubmittal – four (4) times original permit fee~~
~~New Business Tax Receipt~~	~~$50.00 (home office licenses are exempt)~~
~~Annual Inspections for Commercial properties (attached to Business Tax Receipts)~~	~~No Occupancy used for address … $0.0~~ ~~Desk within Occupancy/ Beauty Salon Chair… $10.00~~ ~~Beauty Salon Booth (With Key) … $15.00~~ ~~0 – 100sf … $20.00~~ ~~101 – 500sf … $25.00~~ ~~501- 750sf … $ 50.00~~ ~~751 – 1,000 … $ 60.00~~ ~~1001 – 1,250 … $70.00~~ ~~1251 – 1,500sf…$80.00~~ ~~1,501 – 3,000sf…$122.00~~ ~~3,0001 – 6,000sf…$160.00~~

Draft

	~~6,001 – 12,000sf…$239.00~~ ~~12,001sf and over…$400.00~~
~~Re-Inspection Fees~~	~~1st reinspection - $50.00~~ ~~Each additional reinspection - $100.00~~
Code Enforcement	
FEE TYPE	**FEE**
Chapter 27: Land Development Code Violation	$100.00 (per day/per violation)
Chapter 28: Nuisance Code Violation	$50 (per day/per violation)
Chapter 8: Buildings and Building Regulations Code Violation	$200.00 (per day/per violation)
Code Compliance Inspection Fee	$150.00
Demolition Lien Administrative Fee	$265.00
Demolition Lien Reinspection Fee	$898.00

Draft

Nuisance Lien Administrative Fee	$100.00
Nuisance Lien Reinspection Fee	$150.00
1st Repeat Violation	$150.00
2nd Repeat Violation	$200.00
3rd Repeat Violation	$300.00
Nuisance Abatement Cost	Based on bid of City's cost
Title Search and Postage Cost	Based on actual cost
Cost of Publication	Based on actual cost
Special Magistrate Fees	Based on actual cost
Right-of-Way	

Draft

FEE TYPE	FEE
Residential Right-of-Way Permit	$150.00 ~~(driveway aprons only)~~
Tree Removal, Placement, or Adoptions Right-of-Way Use Permits	$50.00
Commercial Right-of-Way Permit	$500.00
Trenchless Utility Right-of-Way Permit excluding fee exempt (based on avg 350 feet per permit)	$150 for first 500 ft (plus $10 each 100 feet)
Open Cut Utility Right-of-Way Permit excluding fee exempt (based on average 550 feet per permit)	$300 for first 1,000 ft (plus $20 for each additional 500 feet
PUBLIC WORKS DEPARTMENT	
FEE TYPE	**FEE**
Sewer User Fee Surcharges (Capital Improvement charge at Building Permit Issuance)	$75.00 ~~66.00~~
Water Meter Connection	Based on estimate, not less than the following: ¾" Tap…$1,360.00 ~~$1,211.00~~ 1" Tap…$2,022.00 1 ½" Tap…$4,031.00 2" Tap…$6,453.00

Draft

	3" Tap…$12,107.00 6" Tap…$40,352.00 8" Tap…$65,565.00
Sewer Meter Connection	Based on estimate, not less than the following: ¾" Tap…$4,301.00 1" Tap…$7,183.00 1 ½" Tap…$14,323.00 2" Tap…$22,925.00 3" Tap…$43,011.00 6" Tap…$143,356.00 8" Tap…$229,378.00
~~Communications lines Pass Through Right-of-Way Fees~~	~~$500 per linear mile~~ ~~up to the maximum amount allowed by Section 337.401, Florida Statutes, whichever is higher.~~
FINANCE DEPARTMENT	
FEE TYPE	**FEE**
Business Tax Receipts	All Fees for Business Tax Receipts shall be in accordance with Section 205.0535, Florida Statutes.
POLICE DEPARTMENT	
FEE TYPE	**FEE**

Draft

Incident/Crash/Research Copies	$0.15/page
DVD/CD	$5.00 each
USB Drive	$10.00 each
Fingerprints (Neptune Beach residents)	$5.00/card
Complex Personnel/Records Request*	Cost = Rate of employee time (not less than $36 per hour) by number of hours required to complete the request (plus cost of pages/CD/DVD). Paper copies of records $0.15 per page + $0.05 for double-sided copy for documents over 2 pages ($0.20 per sheet). **Complex Public Records include requests that contain complex, or historical information, or those that call for bulk data reports or recurring data subscriptions. Such determination will be made in the Records Division's discretion.*
Animal Control	
Surrender of Animals	$50.00
Surrender of Animals not Spayed or Neutered	$150.00
Rabies Vaccination (fee for unvaccinated animals)	$25.00
UTILITIES	
Deposit Charge for Service	$160.00
Set-Up Service Charge	$45.00 ~~27.00~~
Construction Water Service (Utilities charge at Building Permit Issuance)	$200.00 (Up to 40K gallons, standard water rates to apply +40K gallons to be charged to contractor) ~~43.00~~
Reconnection Fee for Accounts in arrears	$25.00 Normal Business Hours M-F $75.00 M-F after 5pm $100.00 weekends and holidays
~~Initial Backflow Inspection~~	~~$35.00~~
Initial Grease Trap Inspection	

Draft

	$100.00 ~~35.00~~
Comm. Annual Grease Trap Inspection	$100.00 ~~50.00~~
Res. Biannual ~~Annual~~ Backflow Inspection	$50.00 (every two years)
Comm. Annual Backflow Inspection	$100.00 ~~50.00~~ (every year)
Stormwater Management Utility Fee	Residential - $20.00 Commercial - $29.00
FINANCE - *Business Tax Licensing*	
BUSINESS TYPE	
HOME DAYACARE	$50.00
HOME BASED BUSINESS	$71.67
INSURANCE COMPANY	$154.35
COMMERCIAL	
0-1500 SQ FT	$82.69
1501-3000 SQ FT	$126.79
3001-6000 SQ FT	$165.38
6001-12000 SQ FT	$248.07
12001 & ABOVE SQ FT	$413.44
VENDING MACHINE	$5.25

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Agenda Item #9A
CEI/3rd Street Gravity Sewer

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	CEI Services for 3rd Street Gravity Sanitary Sewer Improvements
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	July 1, 2025
BACKGROUND:	The 3rd Street Gravity Sanitary Sewer Improvements project will require FDOT construction inspection expertise that City staff does not possess. Construction, Engineering and Inspection (CEI) contractors serve as the owner's representative and provide assurance to FDOT that construction is completed in accordance with FDOT standards and specifications. Typical CEI services include: • Daily Maintenance of Traffic (MOT) Inspections – coordination with FDOT on lane closures / traffic phase shafts / traffic signal operations • Certifications / inspection of concrete, asphalt and flowable fill • Backfill density testing • Environmental compliance monitoring • As-Builts and final certification that all work was completed in accordance with FDOT standards VIA Consulting Services, Inc., is currently under contract with JEA for CEI services and is well known to FDOT. Services included in this proposal include: • Three months of inspection services • Lab and asphalt testing allowance • Provide project management services Services will only be billed as utilized.
BUDGET:	As of 7.01.25, FY25 Sewer Improvements Not Buildings (401-4335-535-60-63) Current Budget is $2,166,630.35 with Budget Available of $1,052,053.57.
RECOMMENDATION:	Award to VIA Consulting Services, Inc. in the amount of $97,045.55.
ATTACHMENT:	• VIA Consulting Services, Inc. proposal • Piggyback agreement • JEA CEI contract and first amendment

Statement of Work

VIA Consulting Services, Inc.

10250 Normandy Blvd., Suite 304
Jacksonville, Fl. 32221

SOW 2025-NB002: Revised - 3rd AVENUE SANITARY GRAVITY SEWER IMPROVEMENTS PROJECT for Construction Engineering and Inspection Services.

Date	Services Performed By:	Services Performed For:
June 30, 2025	VIA Consulting Services, Inc. 10250 Normandy Blvd., Suite 304 Jacksonville, Fl. 32221	City of Neptune Beach Deryl Calhoun, P.E. Director of Public Works 210 Forest Avenue Neptune Beach, Fl. 32266

VIA Consulting Services, Inc. is pleased to submit this Statement of Work to provide Construction Management and Inspection Services to the City of Neptune Beach for the 3rd Avenue Sanitary Gravity Sewer Improvements Project.

This SOW # 2025-NB002 (hereinafter called the "SOW"), effective as of July 1, 2025, is entered into by and between Consultant and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services are anticipated to commence on July 7, 2025, and shall continue through October 3, 2025.

Engagement Resources

VIA Consulting Services proposes to use Mr. Brian Plummer as the inspector for the 3rd Avenue Sanitary Gravity Sewer Improvements Project and will utilize the expertise of Mr. Reid Harriett, P.E. and Mr. Scott Anaheim for Project Management Services.

Scope of Work

REQUIREMENTS OF THE CONSULTANT:

General

It shall be the responsibility of the Consultant to administer, monitor, and observe the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant will observe the Contractor's work to determine the progress and quality of the work. Identify discrepancies, report significant discrepancies to the Client, and direct the Contractor to correct such observed discrepancies.

It shall be noted that observations of the Contractor's work is limited to the actual allowable work hours per the contract (ie. Full time inspection contract equates to full time observation, Part-time inspection contract equates to part-time observation).

Inform the Client's Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

On-site Inspection

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the City of Neptune Beach's and FDOT's procedures. Consultant employees performing such services shall be qualified in Maintenance of Traffic.

Sampling and Testing

Require sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in City of Neptune Beach's specifications.

Determine the acceptability of all materials and completed work items on the basis of either test results, certified mill analysis or appropriate industry certifications. Require Contractor to re-work or reconstruct any areas that fail the required sampling and testing specifications.

Project Management Services

Services include surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. Services include:

1) Schedule and conduct a Pre-construction meeting and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
2) Schedule and conduct periodic progress meetings on a bi-weekly basis and provide meeting minutes for the meetings.
3) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
4) Analyze the Contractor's schedule(s) (ie. Baseline(s), revised baseline(s), updates, as-builts, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
5) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
6) Monitor, inspect and document utility construction for conformance with the utility relocation plan. Identify potential utility conflicts and assist in the resolution of utility issues with the appropriate agencies and City.
7) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order to make timely payment to the Contractor.
8) Assist the Client in providing Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. Provide timely, professional responses to project inquiries including emails, telephone calls, etc…
9) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall not exceed $97,045.55 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

This figure is based on the attached hours of professional services and rate schedule. Please see the attached exhibit.

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services in accordance with the P-29-15 Agreement. Invoices are due upon receipt. There are no Out-of –Pocket expenses anticipated for this SOW.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Consultant shall provide Client with sufficient details to support its invoices, including time sheets for services performed, unless otherwise agreed to by the parties.

Completion Criteria

Consultant shall have fulfilled its obligations when any one of the following first occurs:

- Consultant accomplishes the Consultant activities described within this SOW, and Client accepts such activities and materials without unreasonable objections.
- Consultant and/or Client has the right to cancel services or deliverables not yet provided with [20] business days advance written notice to the other party.

Assumptions

It is assumed that all construction invoicing processing and contractor payments will be the responsibility of the City of Neptune Beach. Consultant is only to review and verify quantities and acceptable completed items for allowable payment.

It is assumed that all Public Outreach meetings, flyers, notices will be the responsibility of the City of Neptune Beach. Consultant responsibility is for providing field communication to individual residents/business owners based on actual construction activities affecting the individual residents/business owners.

Survey Control for bench marks and construction controls are to be provided by the Construction Contractor or the City of Neptune Beach.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.

- The designated Project Manager of the requesting party (Consultant or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Consultant and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Consultant will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Neptune Beach	VIA Consulting Services, Inc.
By: _____	By: _____
Name:	Name: Reid Harriett, P.E.
Title:	Title: Senior Project Engineer
Date:	Date: 6/30/25

CONTRACT FEE SUMMARY FOR COJ CEI VARIOUS CITY PROJECTS

PART I - GENERAL	
1. Project CEI Services for 3rd Avenue Sanitary Gravity Sewer Improvements	**2. Contract Number**
3. Name of Consultant VIA Consulting Services, Inc. **Subconsultant**	**4. Date of Proposal** 6/30/2025

PART II - LABOR RELATED COSTS				
5. Loaded Labor Rates	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 222.35	0	$ -	
Senior Project Engineer	$ 222.35	74.25	$ 16,509.49	
Project Administrator	$ 202.55	123.75	$ 25,065.56	
Contract Support Specialist	$ 100.51	49.5	$ 4,975.25	
Senior Inspector	$ 95.95	495	$ 47,495.25	
Inspector	$ 77.67	0	$ -	
Admin	$ 65.49	0	$ -	
TOTAL LABOR				$ 94,045.55

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs		
Transportation	$ -	
Copying	$ -	
Shipping & Mail	$ -	
Miscellaneous Direct Costs Sub Total		$ -
10. REIMBURSABLE COSTS (Limiting Amount)		
Lab Testing and Asphalt Testing (Allowance)		$ 3,000.00
SUBTOTAL REIMBURSABLES		$ 3,000.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Reimbursables/NTE) (Items 7,8,9 and 10)	$ 97,045.55

MONTHLY MANHOUR ALLOCATIONS

PART I - GENERAL	
1. Project CEI Services for 3rd Avenue Sanitary Gravity Sewer Improvements	**2. Contract Number**
3. Name of Consultant VIA Consulting Services, Inc. **Subconsultant**	**4. Date of Proposal** 6/30/2025

PART II - LABOR RELATED COSTS

5. Direct Labor	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	TOTAL
	2025							2026								
Principal																0
Senior Project Engineer			24.75	24.75	24.75											74.25
Project Administrator			41.25	41.25	41.25											123.75
Contract Support Specialist			16.5	16.5	16.5											49.5
Senior Inspector			165	165	165											495
Inspector																0
Admin																0
TOTAL DIRECT LABOR																742.5

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 **VIA Consulting Services, INC.,** ("Contractor"), concerning that certain contract with **JEA Water/Wastewater Construction Engineering Inspection Services (CEI) Contract #184571**.

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, JEA awarded a bid solicitation through Invitation to Bid #072-19 to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida ("JEA 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 **JEA Water/Wastewater Construction Engineering Inspection Services (CEI)** Contract except as amended herein; and

WHEREAS, the JEA 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 **JEA Water/Wastewater Construction Engineering Inspection Services (CEI) 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 **JEA** Contract are incorporated by reference herein.

2. **Amendments**. The **JEA** Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the **JEA** Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the **JEA** 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 **JEA** 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 **JEA** 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 is 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

VIA CONSULTING SERVICES, INC.:

Signature: _____

Print Name: Peter J. Sheridan, III

Print Title: Vice President

Attested By: Sara Wynn Sara Wynn - Admin Asst.
(Signature, Printed Name, Title)

Approved as to Legal Form and Content by:

_____
Vose Law Firm, City Attorney

CONTRACT
BETWEEN
JEA
AND
VIA CONSULTING SERVICES, INC.
JEA CONTRACT # 184571

THIS CONTRACT, is effective this 28th day of ~~September,~~ October 2019, (the "Effective Date"), by and between **JEA**, a body politic and corporate, in Duval County, Florida, with a principal office located at 21 W. Church St., Jacksonville, FL 32202, ("JEA"), and **VIA CONSULTING SERVICES, INC.**, a Florida company, with a principal address of 10250 Normandy Blvd., Suite 304, Jacksonville, FL 32221 (the "Company").

WITNESSETH

WHEREAS, pursuant to the JEA Procurement Code, JEA is authorized to procure goods and services; and

WHEREAS, JEA has requested proposals and Company has submitted a proposal for **"Water/Wastewater Construction Engineering Inspection Services (CEI)"** (the "Work"); and

WHEREAS, said proposal has been accepted by JEA as the most qualified for the completion of the Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

AGREEMENT

1) JEA hereby engages the Company and the Company hereby accepts said engagement for the purpose of performing the Work, as described in (i) JEA Solicitation #072-19, titled **"Water/Wastewater Construction Engineering Inspection Services (CEI)"** as modified by Addenda 1 dated April 19, 2019, Addenda 2 dated April 30, 2019, (the "RFP"), and (ii) the Company's proposal, (the "Proposal"), attached hereto as **Exhibit B**.

2) Such Services shall be performed strictly in accordance with this Contract and its Exhibit A-C attached hereto, the RFP, the advertisement requesting proposals, all plans, technical specifications, blueprints, requirements of JEA, federal, state and local permits, the Proposal of said Company, and Award, now on file in the Office of Chief Procurement Officer of JEA, (collectively, the "Contract Documents"), all of which are hereby specifically made part hereof by reference to the same extent as if fully set out herein in the sum of not to exceed **Fifteen Million and 00/100 Dollars ($15,000,000.00)** (the "Maximum Indebtedness") at and for the prices and on the terms contained in the Contract Documents and **Exhibit B** attached hereto.

3) **PAYMENT METHOD – PROFESSIONAL SERVICES.**

For individual tasks or services, the Company shall submit an Invoice to JEA upon successful completion and JEA Acceptance of the individual tasks or services. For reoccurring tasks or services, the Company shall submit an Invoice to JEA once per month upon successful completion and JEA's Acceptance of the reoccurring take or services that occurred during that month.

JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the task being invoiced is not in accordance with the Contract Documents.

4) **PRICE ADJUSTMENT – FIXED THREE YEARS, ANNUAL THEREAFTER.**

Contract prices for the Work will remain fixed through the first three (3) years of the Contract. Thereafter, the Company may request a CPI annually. Each request for a price adjustment, after the third year of the Contract, must be made within thirty (30) days of the Contract's Anniversary Date. When a timely price adjustment request is received, JEA will recognize the price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed. Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous 12 months of the Company's written CPI adjustment request is received by JEA. In the event the applicable price publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract may be terminated.

5) **INVOICING AND PAYMENT TERMS.**

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address: **acctpaycustsrv@jea.com**, or if the Company does not have email capability, it can mail hard copies to: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910. JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection.

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Respondent the revised amount within ten (10) days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

6) **TERM OF CONTRACT – DEFINED DATES.**

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract for an additional two (2) one (1) year periods.

This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

7) **ORDER OF PRECEDENCE**

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Contract Amendments
- Exhibits to Contract Documents
- Executed Contract Documents
- Purchase Order(s)
- Addenda to JEA Solicitation
- Exhibits and Attachments to the Solicitation
- The Solicitation
- Bid Documents

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

8) INSURANCE REQUIREMENTS (PROFESSIONAL SERVICES)

Before starting and until Acceptance of the Work by JEA, and without further limiting its liability under the Contract, the Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) $500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: $1,000,000 each occurrence, $2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: $1,000,000 each occurrence, combined single limit.

Professional Services/Errors and Omissions: $1,000,000 each claim; $2,000,000 annual aggregate

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability): Insurance Limits: $2,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability, Professional Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation, Employer's Liability, and Professional Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its Subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA.

Any Subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Company for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Upon request by JEA, Company shall submit Subcontractors' certificates of insurance.

9) INDEMNIFICATION (CCNA-JEA STANDARD)

For ten dollars ($10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract. It is the intent of the parties that this indemnification shall be in accord with Section 725.08, Florida Statutes.

10) TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

11) TERMINATION FOR DEFAULT

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expenses of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

12) WARRANTY

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company represents and warrants that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Contract shall be free from Defect in accordance with the requirements of this Contract, and services shall be performed in a professional manner and with

professional diligence and skill, consistent with the prevailing standards of the industry.

The obligations and representations contained in this "Warranty" clause are Company's sole warranty and guarantee obligations and JEA's exclusive remedy in respect of quality of the Work. EXCEPT AS PROVIDED IN THIS ARTICLE, COMPANY MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO COMPANY'S SERVICES AND COMPANY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This clause governs, modifies, and supersedes any other terms in this Contract, which may be construed to address warranties or guarantees or the quality of the Work.

13) All notices required or permitted under this Contract shall be in writing and shall be deemed received upon receipt. Notices shall be addressed by a party to the other party as follows:

In the case of JEA:

JEA
Attn: Bryan Deberry
21 W. Church St.
Jacksonville, FL 32202
Ph: 904-665-6447
dewbb@jea.com

and to:

JEA
Attn: Heather Beard
Manager, Procurement Contract Administration
21 W. Church St. CC-6,
Jacksonville, FL 32202
Ph: 904-665-7606
bearhb@jea.com
In the case of Company:

VIA CONSULTING SERVICES, INC.
Attn: Peter Sheridan
10250 Normandy Blvd, Ste 304
Jacksonville, FL 32221
(904) 783-9842
psheridan@via-cs.com

14) Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

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

ATTEST:

By: Sherry Whaley

Name: Sherry Whaley

Title: Ofc. Mgr.

Date: 10/7/19

COMPANY:
VIA CONSULTING SERVICES, INC.

By: Suzanna Milbrandt

Name: Suzanna Milbrandt

Title: CEO

Date: 10/7/19

ATTEST:

By:

Name: Maurice Scarboro

Title: Contracts Associate

Date: 10/28/19

JEA

By:

Jenny McCollum

Director, Procurement Services

Date: 10/28/19

Approved by Awards Committee on Thursday, September 12, 2019, Award Item # 5

FORM APPROVED

By:

Office of General Counsel

EXHIBIT A

COMMERCIAL CONTRACT TERMS

GENERAL CONTRACT TERMS & CONDITIONS

The General Contract conditions contained herein will be incorporated by reference into the executed Contract which will signed by both JEA and the Company.

1. DEFINITIONS AND PRELIMINARY MATTERS

1.1. DEFINITIONS

1.1 DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" part may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

1.1.1. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance is only applicable to the entirety of Work as specified in the Contract. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

1.1.2. ADDENDUM/ADDENDA

A change or changes to the RFP issued in writing by the JEA Procurement Department and incorporated into the RFP and Contract Documents.

1.1.3. ANNIVERSARY DATE

The twelve (12) month period beginning on the date of the Contract Award, and each subsequent 12 month period that the Contract is in effect.

1.1.4. AWARD

The lawfully appropriated funds allocated and approved by the JEA Awards Committee. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful Company.

1.1.5. BID OFFICE

The office located at 21 West Church Street, Jacksonville, FL, on the first floor of the JEA Tower building, and where Proposals received.

1.1.6 CHANGE ORDER

A written order issued by the JEA Procurement Department after execution of the Contract to the Company signed by the Contract Administrator or his designated representative and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the work included in the Change Order.

1.1.7. COMPANY

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Contractor, Consultant and Company shall be considered synonymous for the purpose of the Contract.

1.1.8. COMPANY REPRESENTATIVE

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

1.1.9. COMPANY SUPERVISOR
The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

1.1.10. CONTRACT
The agreement between the Company and JEA as evidenced by this Contract including any applicable Exhibits.

1.1.11. CONTRACT ADMINISTRATOR
The individual assigned by JEA to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to Field Work with the intent of preventing Work disruption.

1.1.12. CONTRACT DOCUMENTS
Contract Documents means the Contract and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

1.1.13. CONTRACT PRICE
The total amount payable to the Company under the Contract, as set forth in the Contract Documents.

1.1.14. CONTRACT TIME OR CONTRACT TERM
The number of calendar days or the period of time from when the written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

1.1.15. DEFECT
Work that fails to meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

1.1.16. FINAL COMPLETION
The point in time after JEA makes the determination that the Work is completed and there is Acceptance by JEA, and the Company has fulfilled all requirements of the Contract Documents.

1.1.17. HOLIDAYS
The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If any of these Holidays fall on a weekend, JEA may observe a Holiday on the nearest weekday.

1.1.18. INVOICE
A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

1.1.19. JEA
JEA on its own behalf.

1.1.20. JEA REPRESENTATIVES
The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

1.1.21. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER
The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

1.1.23. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER
The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

1.1.24. PROPOSAL
The document describing the Company's qualifications to verify it complies with the requirements of the RFP.

1.1.25. PROPOSER
The respondent to a Request for Proposal (RFP).

1.1.26. PURCHASE ORDER (PO)
A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize changes to the total amount authorized on the Contract.

1.1.27. QUALITY ASSURANCE
Actions that JEA takes to assess the Company's performance under the Contract.

1.1.28. QUALITY CONTROL
Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

1.1.29. REQUEST FOR PROPOSAL (RFP)
A process where JEA can seek a specific proposal from Companies.

1.1.30. REQUEST FOR QUALIFICATIONS
The document issued by the JEA Procurement Department to solicit Qualifications from Companies that includes, but is not limited to, the Qualification Project Submittal Form, samples of contract documents and Addenda.

1.1.31. SUBCONTRACTOR
A provider of services performing Work under contract for the Company.

1.1.32. SUPPLEMENTAL CONDITIONS
The Supplemental Conditions amend or supplement the General Conditions of the Contract and other provisions of the Contract Documents.

1.1.33. TASK ORDER
A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

1.1.34. QUALIFICATIONS OR QUALIFICATIONS PACKAGE
The documents describing the Company's qualifications to verify it complies with the requirements of the RFQ.

1.1.35. QUALIFIED PROPOSERS LIST
List of Companies that meet the Selection Criteria for this RFQ and will be permitted to submit a Proposal in response to a JEA RFP for the category of services referenced in this RFQ.

1.1.36. WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2. CONTRACT DOCUMENTS

2.1. ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Documents, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Contract Amendments
- Exhibits to Contract Documents
- Executed Contract Documents
- Purchase Order(s)
- Addenda to JEA Solicitation
- Exhibits and Attachments to the Solicitation
- The Solicitation
- Bid Documents

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

3. INSURANCE, INDEMNITY & RISK OF LOSS

3.1. INSURANCE

Insurance requirements are described in the Supplemental Conditions attached hereto.

3.2. INDEMNIFICATION

Indemnification requirements are described in the Supplemental Conditions attached hereto.

3.3. RISKS AND PROPERTY

Ownership, risks of damage to or loss of the items shall pass to JEA upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

4. PRICE & PAYMENTS

4.1 INVOICING AND PAYMENT TERMS

All invoices and all payment inquiries must be sent to the email address below:

ACCTPAYCUSTSRV@JEA.COM

Invoices sent to any other address will not be paid.

All invoices must reference the purchase order number. Invoice inquiries addressed to others may receive a

significantly delated response.

The Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. JEA will pay the Company any undisputed amount requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within 10 days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within 10 days of determination or written notice.

4.2. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) – INVOICING AND PAYMENT
If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

4.3. OFFSETS
In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

4.4. COST SAVINGS PLAN
During the term of the Agreement, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to services provided by the Company. JEA and Company may negotiate Amendments to the Agreement that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan.

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

4.6. TAXES
JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

5. TERM & TERMINATION

5.1. TERM OF CONTRACT
Term of the Contract is set forth in the Supplemental Conditions attached hereto.

5.2. TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination. Payment due should also include Services performed up to the effective date of the termination

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

5.3. TERMINATION FOR DEFAULT

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expenses of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall

immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

6. CONFIDENTIALITY & PROPRIETARY INFORMATION

6.1. CONFIDENTIALITY AND PUBLIC RECORD LAWS

This Agreement and any related documents are considered public records under the "Public Records Law", Chapter 119, Florida Statutes, unless specifically exempted by law. Any meetings involving two or more members of JEA at which official acts are to be taken are considered public meetings under the Florida "Government in the Sunshine Law", as contained in Chapter 286, Florida Statutes.

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JEA will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property. In the event the Company breaches this Contract, then the Company hereby grants JEA a limited license to use the Confidential Information in any reasonable way in order to mitigate JEA's damages.

6.2. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

6.3. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the

Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA. JEA is governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

7. OWNERSHIP OF DOCUMENTS AND EQUIPMENT

The Company agrees that all drawings, designs, specifications, renderings, notebooks, tracings, photographs, reference books, equipment, expendable equipment and materials, negatives, reports, findings, recommendations, data and memoranda of every description (hereinafter referred to as "Works"), arising out of or relating to the Services rendered by the Company under this Contract, are to become the property of JEA. Company and JEA agree that said Works shall be considered as Works Made for Hire under the United States Copyright laws as more specifically defined in Section 7.2. JEA shall have the absolute and exclusive right to own and use all said Works together with any and all copyrights, patents, trademark and service marks associated with said Works. The use of these Works in any manner by JEA shall not support any claim by the Company for additional compensation

7.1. INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Any such use or reuse, or any modification of the Works, without the completion or adaptation by the Company, will be at JEA's sole risk and without liability or legal exposure to the Company. JEA shall indemnify and hold harmless the Company from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Works without completion or adaptation by the Company. Nothwithstanding, JEA's indemnification obligations shall be limited by Florida Statute 768.28, which is a partial waiver of sovereign immunity for tort claims only.

Should JEA, or any third party obtaining such work product through JEA, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

7.2. WORK MADE FOR HIRE

With the exception of Company's pre-existing intellectual capital and third-party intellectual capital as described in Intellectual Property, as stated herein, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any project generated by the Work including, but not limited to, software, source code, reports, deliverable, or work product developed by the Company specifically for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the "work made for hire", or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered

"work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

7.3. PATENTS & COPYRIGHTS

In consideration of ten dollars ($10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.
If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.
If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

8. JSEB COMPLIANCE

8.1. COMPLIANCE WITH JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) REQUIREMENTS

The City of Jacksonville requirements as outlined in the City of Jacksonville Ordinance relating to JSEBs shall apply in their entirety to this Contract. The Company shall achieve the participation goal as set forth in the Supplemental Conditions of this Contract, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance.

Where the City of Jacksonville ordinance refers to "Chief", it shall be construed to mean, for purposes of this Contract, JEA's Chief Purchasing Officer. In a like manner, where it refers to "City", or "City of Jacksonville", it shall be construed to mean JEA.

Use of brokering, as defined in the City of Jacksonville Ordinance, or other techniques that do not provide a commercially useful function are strictly prohibited as means of achieving the JSEB requirements of the Contract.

The Company must use the JSEB firms it listed in its Proposal to perform the actual Work or provide the materials/and or suppliers, unless this requirement is waived in writing by JEA due to hardship or lack of JSEB firm diligence in performing the Work or providing the materials and/or supplies. In no case shall the Company make changes to JSEB qualified firms, scope, or amount of Work without prior written notice to the Contract Administrator, and without subsequent receipt of written approval from the Contract Administrator. JSEB firms that qualify for this Contract are those shown on the current JEA or City of Jacksonville JSEB directories appearing at coj.net. Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

Payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly,

and the Company shall pay proper invoices no later than 3 days after receipt. The Company shall obtain written approval from the Contract Administrator prior to withholding any payment from JSEB firm.

The Company agrees to let JEA audit its financial and operating records with one day of notice, and during normal business hours, at its corporate offices for the purpose of determining compliance with all JSEB requirements of the Contract Documents.

If the Company violates any provision regarding JSEB, including, but not limited to, program intent, the Company shall be subject to any or all of the following, plus any other remedies available to JEA under law:

- Terminate the Contract for breach
- Suspend the Company from bidding any JEA projects as follows:
- First offense: six months
- Second offense: one year
- Third offense: three years
- Revoke Company JSEB certification if the Company itself is certified as a JSEB.

9. COMPANY'S RESPONSIBILITIES

9.1. COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under this Contract.

The JEA Representative's contact information is provided in the Supplemental Conditions.

9.2. COMPANY REPRESENTATIVES

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

9.3. COMPLETION OF WORK (PO)

The Company shall begin Work within 10 days after the date of written Purchase Order from JEA to begin Work, and shall complete the Work by the date set forth in the Contract Documents. The Company further understands and agrees that time is of essence and should the Company fail to complete the Work on or before the date established for Final Completion, the Company shall be solely responsible for additional costs as defined in the Contract.

9.4. LICENSES

The Company shall comply with all licensing and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

9.5. SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including, and orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract and the Company is responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to property,. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited

to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of Company personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

9.6. VENDOR PERFORMANCE EVALUATION

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available at online at jea.com. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Acceptable Performance or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of the Company. The evaluator's supervisor and the Chief Procurement Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

10. JEA FURNISHED ITEMS

10.1. CONDITIONS OF PROVISIONING

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

11. CHANGES TO WORK OR SCHEDULE

11.1. CHANGE IN SCOPE OF SERVICES

From time to time, JEA may direct changes and modifications in the scope of the services, as contained in the Contract Documents, to be performed under this Contract as may be necessary to carry out the purpose of this Contract. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional services in accordance with its professional fees and expenses under the terms of this Contract. Such changes shall be in the form of a written amendment to this Contract reflecting, as appropriate, an amendment to the Work rendered and adjustment to Company's professional fees, including an extension to the duration of this Contract, as well as the maximum indebtedness of JEA. Maximum indebtedness is the maximum total cost that may be paid to the Company hereunder, including travel related costs, during the term of the Contract for the Work rendered under the terms of this Contract. The JEA Representative directly responsible for each project will make the final determination as to whether any compensable change exists.

11.1. DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected

party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

11.2. SUSPENSION OF SERVICES
JEA may suspend the performance of the Services rendered by providing Company with five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA. Suspension of Services for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in this Agreement.

11.3. AMENDMENTS
This Contract may not be altered or amended except in writing, signed by JEA Procurement, the Company Representative, or their duly authorized representatives.

11.4. FORCE MAJEURE
No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected.

12. LABOR

12.1. PERSONNEL & CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL
Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language.

Subsequent to the execution of this Contract, Company shall notify the JEA Project Representative in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's Proposal to manage or perform Services under this Contract. The JEA Project Representative shall have the right to reject any personnel assigned by Company to perform work under this Contract. If the right of rejection is exercised by the JEA Project Representative, Company shall submit for approval of the JEA Project Representative, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Project Representative shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Representative's approval at no cost to JEA.

12.2. COMPANY'S LABOR RELATIONS
The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

12.3. NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- the provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- the provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA);
- and the provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

12.4. LEGAL WORKFORCE

All persons performing work on the Work Location must be United States Citizens or legally authorized to reside and work in the United States. Owner may request at any time during the Contract period the following, which shall be furnished to Owner within twenty-four (24) hours of request:

- Proof of U.S. citizenship or other legal authorization to reside in U.S. for all persons performing work at the Work Location; and
- Proof that the salaries for all persons performing work on the Work Location are at or above state and federal minimum wage requirements; and
- Proof of eligibility of all persons performing work on the Work Location to legally work in the United States.

Additionally, to ensure all Company employees assigned to the Work are eligible to be legally employed in the United States, Company should register as a Federal Contractor on the E-Verify website, and within 30 days of the Effective Date of this Contract, verify the eligibility of all new employees. Failure of Company to perform this verification may be considered a breach of contract and Company will be liable for any fines or penalties assessed for the employment of illegal aliens.

The Company shall include the requirements of this clause, including this part, in each subcontract

12.5. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

Content and Retention of Records

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and

correspondence. Company shall, at all times during the term of this Contract and for a period of five years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and subject to a three day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, JEA may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of JEA's findings to Company.

Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, and/or JEA may exercise any other remedies available by law.

13. REPRESENTATIONS & WARRANTIES

13.1. WARRANTY

Warranty requirements are described in the Supplemental Conditions attached hereto.

14. MISCELLANEOUS PROVISIONS

14.1. AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

14.2. CHOICE OF LAW

This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida, and the ordinances of the City of Jacksonville without regard to its conflicts of laws provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Florida, and further agree that the venue for any legal action brought by or files against JEA relating

to any matter arising under this Contract shall be exclusively in that state or federal court, sitting in Duval county, Florida that has jurisdiction over such legal actions.

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

14.2. CUMULATIVE REMEDIES
Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

14.3. EXPANDED DEFINITIONS
Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

14.4. SURVIVAL
Any provision of this Agreement that, but its nature, is applicable to circumstances arising after the termination or expiration of this Agreement shall survive such termination or expiration and remain if full force and effect.

14.5. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the COMPANY hereunder. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

14.6. INDEPENDENT CONTRACTOR
Company is performing the Services as an independent contractor and nothing in this Agreement will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and COMPANY. Neither Company nor JEA will be or become liable or bound by any

14.7. HEADINGS
The division of this Contract into sections, the insertion of headings and/or index numbers and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

14.8. LANGUAGE AND MEASUREMENTS
All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

14.9. NONEXCLUSIVE
Notwithstanding anything herein contained that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies.

14.10. REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

14.11. SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

14.12. MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

14.13. SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or it's Subcontractor.

14.14. TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, Fla. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

14.15. TIME OF ESSENCE

For every requirement of this Contract, time is of the essence.

14.16. WAIVER OF CLAIMS

A delay or omission by JEA hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval or payment of any progress payments or any other payments, including final payment; issuance of the Certificate of Substantial Completion or Certificate of Contract Completion; any use or occupancy of the Work by JEA; nor any correction of faulty or defective work by JEA.

15. SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

15.1. CONTRACT TERMS AND CONDITIONS

The Supplemental conditions contained herein will be incorporated by reference into the executed Contract which will signed by both JEA and the Company.

15.2. INTRODUCTION
These Supplemental Conditions amend or supplement the General Conditions of the Contract and other provisions of the Contract Documents as indicated below.

15.3. REQUIRED INSURANCE
Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Schedule	Amount
Workers' Compensation Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) $500,000 each accident (Employer's Liability)
Commercial General Liability Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	$1,000,000 each occurrence $2,000,000 annual aggregate for bodily injury and property damage, combined single limit
Automobile Liability All autos-owned, hired, or non-owned	$1,000,000 each occurrence, combined single limit
Professional Liability Errors & Omissions	$1,000,000 each claim $2,000,000 annual aggregate
Excess or Umbrella Liability (This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability)	$3,000,000 each occurrence and annual aggregate

Company's Commercial General Liability, Professional Liability, and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated below.

Company shall specify JEA as an additional insured for all coverages except Workers' Compensation, Employer's Liability, and Professional Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance ,except Professional

Liability insurance, in favor of JEA, its governing boards, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval.

Company's and its subcontractors' certificates of insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA. Company shall provide JEA 30-days' notice of any cancellation, expiration or non-renewal of the requisite coverages.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

15.4. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless and indemnify JEA, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), negligent, reckless or intentionally wrongful actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' negligent reckless or intentionally wrongful activities, (b) any environmental, health and safety liabilities arising out of or relating to the negligent, reckless or intentionally wrongful operation or other negligent, reckless or intentionally wrongful activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from any negligent, reckless or intentionally wrongful activity conducted by the Company or any Party. JEA will be entitled to control any remedial action relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

15.5. INDEMNIFICATION

For ten dollars ($10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless, and indemnify, JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of this Contract, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract. The Company will indemnify and hold harmless JEA, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Company and other persons employed or utilized by the Company in the performance of the Agreement. It is the intent of the parties that this indemnification shall

be in accord with Section 725.08, Florida Statutes.

15.6. LIMITATION OF LIABILITY

Neither the Company nor JEA shall be liable for any indirect, special or consequential damages, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to the Company's or JEA's acts or omissions.

Company's liability to JEA for direct damages under this Contract shall not exceed the contract price. This limitation of liability specifically excludes injury to third parties and third party property and there shall be no limitation of liability with respect to same.

This limitation of liability is in no way to be construed as a waiver by JEA of its sovereign immunity accorded by the Florida Constitution as codified in § 768.28, Fla. Stat.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES REGARDING CONSTRUCTION DEFECTS, THE COMPANY'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT. Any damages referred to herein are solely economic in nature and the damages do not extend to personal injuries or property not subject to the contract.

15.5.1. TERM OF CONTRACT – THROUGH COMPLETION OF WORK

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including Warranty provisions.

16. WARRANTY

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Contract shall be free from Defect in accordance with the requirements of this Contract, and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry.

The obligations and representations contained in this "Warranty" clause are Company's sole warranty and guarantee obligations and JEA's exclusive remedy in respect of quality of the Work. EXCEPT AS PROVIDED IN THIS ARTICLE, COMPANY MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO COMPANY'S SERVICES AND COMPANY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE. This clause governs, modifies, and supersedes any other terms in this Contract, which may be construed to address warranties or guarantees or the quality of the Work.

17. DISPUTES

If a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative, the dispute shall be handled in accordance with Article 5 of the JEA Procurement Code.

18. CONTINUATION OF THE WORK

The Company shall carry on the Work and maintain the progress schedules during disputes or disagreements with JEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as JEA and Company may otherwise agree in writing. Suspension of the Work or portion thereof by Company shall entitle JEA to terminate the Contract for Default.

19. JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. JEA will conduct a background check of all Company employees that apply for a JEA Access Badge.

An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

20. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

21. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded $250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

VENDOR PERFORMANCE

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available which are available upon request.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is

Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

EXHIBIT B

COMPANY'S SCOPE OF WORK & PRICING

VIA Consulting	
072-19 CEI Proposed Rates	
Title	Loaded Contract Rate
Engineer of Record (SPE)	$208.78
Project Manager (PA)	$140.14
Special Projects Project Manager	$190.19
Assistant Project Manager (APA)	$127.27
Contract Support Specialist	$94.38
Senior Inspector	$90.09
Inspector	$72.93
Inspector Aide	$42.90
Clerical (Typist, Word Processor, Document Assembly, etc.)	$61.49
Scheduler	$173.03

072-19 APPENDIX A - SCOPE OF SERVICES

SCOPE OF WORK

JEA's Water/Wastewater five-year Capital Improvement Plan (CIP) is currently forecasted at $1.04 billion with a fiscal year average of $210 million. The CIP includes various types of utility infrastructure projects such as water reclamation facilities, water treatment plants, pump stations, rehabilitation projects and water, sewer and reclaim pipeline projects. JEA seeks to engage the services of two (2) Consultants that can effectively and efficiently provide Construction, Engineering and Inspection (CEI) and other related professional services necessary to oversee the construction (by others) of various utility infrastructure improvement projects funded by JEA or others. Some projects may require FDOT Certification.

The projects to be managed under this contract and associated project scopes and fees are to be determined on a project-by-project basis. Construction Management and other related professional services will begin mid-to-late 2019 and continue through the construction close-out and warranty periods of all projects managed under this contract. The Proposers selected to perform the requested services under this contract will not be eligible to provide CEI services on any project(s) for which they have been selected to, or for which they may be selected to, perform engineering or construction services.

See the Detailed Scope of Services for a full description and deliverables required under this RFP.

A copy of JEA's five-year Capital Improvement Plan is included as Appendix C. This list will function as a basis of potential projects that the successful Proposers that may be tasked to provide CEI services on and will serve as a continuing CEI contract for JEA. Assignment of work will be on a project-by-project basis.

DETAILED SCOPE OF SERVICES

Services provided under this contract are for the Consultant to provide CEI services and other related professional services necessary to oversee the construction (by others) of various utility projects funded by JEA.

The Consultant understands that JEA or other Consultants under contract with JEA will perform the CEI services for many JEA projects. However, at JEA's option, CEI services may be requested from the Consultant either to supplement JEA's staff or to provide full construction management and inspection services on assigned projects.

The projects to be managed under this contract and associated project scopes and fees are to be determined on a project by project basis. Construction Management and other related professional services will start when a Purchase Order is issued and continue through the construction close-out and warranty periods of the projects managed under this contract. The services described below constitute full CEI support and are not provided to infer the consultant will perform all or any of them. A detailed scope of services and fee will, therefore, be negotiated on each project which may or may not include the following services:

- Perform constructability reviews on design work performed by others
- Schedule and conduct pre-construction conferences as necessary
- Issue Notices to Proceed to contractors
- Enforce and perform terms of the construction contracts between JEA and its contractors
- Review shop drawings submitted by contractors for conformance to the specifications, and distribute to parties as necessary
- Obtain and answer contractors' inquiries and Requests For Information in a timely manner
- Provide qualified construction inspectors to inspect the work to ensure that construction is proceeding in accordance with the specifications, and that work is constructed properly by design and per JEA Water and Wastewater Standards
- Direct the contractor on removal and replacement of defective work which does not meet specifications, or is otherwise incorrectly constructed
- Review and analyze contract change order requests and proposals to determine validity thereof, and recommend appropriate action to JEA
- Review claims and disputes and recommend necessary actions
- Attend and record meeting minutes for construction progress meetings

- Review and recommend for approval contract change orders and forward necessary documentation and paperwork to JEA as to the necessity for such changes, including substantiation of the extra costs thereof
- Arrange for construction materials testing by third party testing laboratories and review test reports to ensure that materials installed meet the requirements of the contract documents
- Review construction inspection reports relating to the contractors' performance and communicate with each, if necessary, regarding non-conformance to plan specifications, workmanship, etc.
- Review contractors' requests for monthly progress payments and, if appropriate, certify pay application is proper and transmit to JEA with recommendation that the invoice be paid or rejected
- Review contractors' pay requests for compliance with minority business enterprise participation requirements
- Review contractors' proposals for additional work or change orders for compliance with minority business enterprise participation requirements
- Adjust requests for monthly progress payments, as necessary, to align amount of pay requested with actual progress of construction satisfactorily performed
- In the event of the need to revise the contract drawings during the construction period, coordinate with the JEA and the Design Consultant to obtain the revised originals from the design consultant, review the changes and corrections on behalf of JEA, and coordinate the issuance of new prints for the revised drawings to the parties concerned
- Review contractors' monthly progress schedules and reports applicable to all phases of the construction operations, and such special reports as may be required to keep JEA fully advised with respect to the progress of construction of the projects
- Monitor contractors' preparation of in-progress as-built drawings during the course of construction to ensure that final as-built drawings will be easily produced and submitted to JEA at Final Completion
- Collect final as-built drawings for each project, review for conformance with the contract documents and specifications, and recommend approval/disapproval to JEA
- If final as-built drawings are recommended for disapproval, monitor contractors' preparation of revised final as-built drawings
- Prepare a final engineering report on the construction status of each project
- Recommend in writing, that JEA make final payment on a project when appropriate
- Collect documents and deliverables, including release of liens and consent of surety, from the contractors prior to recommending that final payments be made
- Continue acting as JEA's representative throughout the post-construction phase of the projects, which generally cover the contractors' one-year warranty periods
- Deliver final documents, including originals of construction drawings and specifications, approved as-built drawings, a DVD with as-built drawings in AutoCAD or .pdf format, two sets of blue line prints and the projects files to JEA
- Prepare and deliver final project financial accounting reports to JEA including Schedule of Asset data.
- Evaluate and rate the contractor's performance at mid-point of construction and after Final Completion and transmit to JEA
- Direct the contractor to replace or correct of defective work which becomes known during the warranty period
- Provide monthly status reports to JEA concerning warranty activities andcorrective work by contractors
- Enforce all warranty provisions of the contract documents
- Schedule and conduct an eleven (11) month warranty inspection of projects including the contractors, design consultants and JEA personnel as appropriate
- Develop eleven-month warranty punchlist and forward to the contractor for corrective action
- Monitor contractor's performance on addressing the punchlist
- Advise JEA, in writing, when contractors have satisfactorily completed their obligations under the warranty periods of the contracts
- Provide any other construction engineering and inspection services as may be necessary to implement the project

EXHIBIT C

LAB TESTING RATE SCHEDULE

CSI Geo
Geotechnical • CMT • CEI

PUBLISHED FEE SCHEDULE
FOR
GEOTECHNICAL, CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

FIELD TESTING AND INVESTIGATION

FIELD TESTING

	Unit	Cost/Unit
Earthwork		
Sample Pick up Charge/Trip Charge	/ea.	$134.00
Concrete		
Mobilization of Concrete Coring	/ea.	$342.00
Pavement Coring - 4" Dia	/hr.	$140.00
Pavement Coring - 4" Dia (OT)	/hr.	$182.00
Pavement Coring - 6" Dia	/hr.	$150.00
Pavement Coring - 6" Dia (OT)	/hr.	$195.00
Concrete Cylinder Pick up Charge/Trip Charge	/ea.	$134.00
Asphalt		
Mobilization of Asphalt Coring Equipment	/ea.	$342.00
Pavement Coring – 4" dia with Base Depth Check	/hr.	$140.00
Pavement Coring – 4" dia with Base Depth Check(OT)	/hr.	$182.00
Pavement Coring – 4" dia without Base Depth Check	/hr.	$140.00
Pavement Coring – 4" dia without Base Depth Check (OT)	/hr.	$182.00
Pavement Coring – 6" dia with Base Depth Check	/hr.	$140.00
Pavement Coring – 6" dia with Base Depth Check (OT)	/hr.	$182.00
Pavement Coring – 6" dia without Base Depth Check	/hr.	$140.00
Pavement Coring – 6" dia without Base Depth Check (OT)	/hr.	$182.00
MOT	/day	$1,150.00
Non-Destructive Testing (NDT)		
Welding Inspector (Mag Particle & Visual)	/hr.	$90.00
Structural Bolt Inspection	/hr.	$79.00
Swiss Hammer	/hr.	$90.00
Penetrometer	/hr.	$79.00

CSIGeo
Geotechnical • CMT • CEI

PUBLISHED FEE SCHEDULE
FOR
GEOTECHNICAL, CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

LABORATORY TESTING AND ENGINEERING SERVICES

LABORATORY TESTING

	Unit	Cost/Unit
Aggregates		
Sieve Anlsys of Fine & Coarse AASHTO T27	/ea. test	$65.00
Soundness AASHTO T104	/ea. test	$294.00
Specific Gravity/Absorption Coarse AASHTO T85	/ea. test	$74.00
Total Moisture Content by Drying AASHTO T255	/ea. test	$30.00
Asphalt		
Gradation FM 1-T030	/ea. test	$82.00
Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	/ea. test	$265.00
Los Angeles (LA) Abrasion Small Agg FM 1-T096	/ea. test	$250.00
Bulk Specific Gravity FM 1-T166	/ea. test	$123.00
Content FM 5-563	/ea. test	$82.00
Extraction and Gradations, ASTM D-2172 and ASTM C-136	/ea. test	$300.00
Concrete		
Beam Flexural Testing ASTM C78	/ea. test	$39.00
Compressive Strength of Grout\Mortar ASTM C109	/ea. test	$26.00
Cylinder Curing, Capping & Breaking ASTM C39	/ea. test	$27.00
Drilled Cores & Sawed Beams ASTM C42	/ea. test	$44.00
Soils		
Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	/ea. test	$72.00
Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	/ea. test	$339.00
Consolidation - Constant Strain ASTM D4186	/ea. test	$501.00
Consol-Extend Load Incrmnts AASHTO T216	Day	$95.00
Corrosion Series FM 5-550 through 5-553	/ea. test	$165.00
Sulfides	/ea. test	$40.00
Field Vane Shear Test ASTM D2573	/ea. test	$166.00
Hydrometer Only AASHTO T88	/ea. test	$109.00
Hydrometer Method - ASTM D422, AASHTO T88	/ea. test	$110.00
Limerock/California Bearing Ratio (LBR/CBR) FM 5-515	/ea. test	$338.00
Atterberg Limits Test - ASTM D423, D424, AASHTO T90, ASTM D4318	/ea. test	$127.00
Plastic Limit & Plasticity Index AASHTO T90	/ea. test	$46.00
Liquid Limit AASHTO T89	/ea. test	$82.00
CBR	/ea. test	$335.00
Materials Finer than 200 Sieve FM 1-T011	/ea. test	$39.00
Miniature Vane Shear Test ASTM D4648	/ea. test	$15.00
Moisture Content Lab AASHTO T265	/ea. test	$14.00
Moisture Content Microwave AASHTO D4643	/ea. test	$18.00
Organic Content Ignition FM 1 T-267	/ea. test	$38.00
Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	/ea. test	$152.00
Particle Size Anlys AASHTO T88 (No Hydrometer)	/ea. test	$59.00
Permeability Constant Head AASHTO T215	/ea. test	$255.00
Permeability Falling Head FM 5-513	/ea. test	$259.00
pH Soil or Water FM 5-550	/ea. test	$38.00
Proctor Modified FM 1-T180	/ea. test	$120.00
Proctor Standard AASHTO T99	/ea. test	$120.00
Resistivity Soil or Water FM 5-551	/ea. test	$49.00
Specific Gravity AASHTO T100	/ea. test	$71.00
Split Tensile Strgth of Rock Cores ASTM D3967	/ea. test	$113.00
Sulfate Soil or Water FM 5-553	/ea. test	$51.00
Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	/ea. test	$403.00
Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	/ea. test	$368.00
Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	/ea. test	$284.00

CSI Geo
Geotechnical • CMT • CEI

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FOR
GEOTECHNICAL, CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES

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Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

	Unit	Cost/Unit
Unconfined Compress - Soil AASHTO T208/ASTM D2166	/ea. test	$125.00
Unconfined Compressive Strength of Concrete Cores ASTM C-138	/ea. test	$60.00
One-Point Proctor ASTM D1556	/ea. test	$90.00
Uncf'd Comp. Strength of Intact Rock Cores (ASTM D 2938, Limit 300 kips)	/ea. test	$118.00
Chloride Content	/ea. test	$50.00
Pocket Penetrometer Test	/ea. test	$13.00
Discharge Water Sample Analysis	/ea. test	$550.00
Discharge Groundwater Sample Analysis	/ea. test	$650.00
Porosity	/ea. test	$155.00
Unit Weight	/ea. test	$55.00
Dry & Moist Unit Weight	/ea. test	$55.00

AMENDMENT # 1
TO CONTRACT # JEA12049/184571
BETWEEN
JEA
AND
VIA CONSULTING SERVICES, INC.

THIS AMENDMENT NUMBER 1 ("First Amendment") is made and entered into this 25th day of July 2024, (the "Effective Date"), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **VIA CONSULTING SERVICES, INC.**, a Florida corporation existing under the laws of the State of Florida, with its principal office located at 10250 NORMANDY BLVD, SUITE 304, Jacksonville, Florida, 32221, United States (the "Company").

RECITALS:

WHEREAS, on **October 28, 2019**, the parties made and entered into an agreement (the "Original Agreement") under which Company agreed to provide **"Water/Wastewater Construction Engineering Inspection Services (CEI) "** (the "Work"), to JEA until **October 27, 2024**, (the "Term"), with the option of two (2), one (1) year renewal options, with a maximum indebtedness of **Fifteen Million and 00/100 Dollars ($15,000,000.00)** (the "Maximum Indebtedness"); and

WHEREAS, JEA now desires to renew the Term of the Original Agreement until **October 27, 2025**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Term.** The Term of the Original Agreement shall be renewed until **October 27, 2025**, at and for the prices established in the Original Agreement.

2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

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

SIGNATURES TO FOLLOW

VIA CONSULTING SERVICES, INC.

Signature:

Suzanna K. Milbrandt

Signed on Jul 28,2024 | 14:39:55 (GMT -5:00)

Email:	SUZANNAM@VIA-CS.COM
Name:	Suzanna Milbrandt
Title:	President
Date:	Jul 28,2024 | 14:39:55 (GMT -5:00)

JEA

Signature:

Signed on 07/29/2024 | 11:07:24 (GMT -5:00)

Email:	gleejs@jea.com
Name:	Jenny McCollum
Title:	Director, Procurement Services
Date:	07/29/2024 | 11:07:24 (GMT -5:00)

JEA-WITNESS

Signature:

Jessica Talley

Signed on 07/29/2024 | 11:24:58 (GMT -5:00)

Email:	talljb@jea.com
Name:	Jessie Talley
Title:	Contracts Associate
Date:	07/29/2024 | 11:24:58 (GMT -5:00)

CERTINAL eSign

Final Audit Report

Amendment number JEA12049, titled WaterWastewater Construction Engineering Inspection Services (CEI)

Audit Summary for Amendment number JEA12049, titled WaterWastewater Construction Engineering Inspection Services (CEI)

Report Time	Agreement Name	Document Created Time
07/29/2024 | 15:25:09 (GMT)	Amendment number JEA12049, titled WaterWastewater Construction Engineering Inspection Services (CEI)	07/26/2024 | 19:12:03 (GMT)
Document Created By	**Document Sent Time**	**Transaction ID**
Jessica Talley (talljb@jea.com)	07/26/2024 | 19:12:03 (GMT)	487aaf68-9b9c-4b43-946c-35e5c487e63a
Documents	**Recipients**	**Document Status**
ba7915f2-3cae-4b0a-b039-3497878cc081.pdf	Suzanna Milbrandt (SUZANNAM@VIA-CS.COM), Jenny McCollum (gleejs@jea.com), Jessie Talley (talljb@jea.com)	Completed
Document Status Action Time	**Number of Signatures**	**Number of Initials**
07/29/2024 | 15:25:09 (GMT)	3	0
Number of Stamps	**Number of Pages in Document**	**CC Users**
0	2	

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/26/2024 | 19:12:03 (GMT)	207.211.63.177	-	-	-

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
  Sent to - Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)

Time	IP Address	Geolocation	Browser	OS
07/26/2024 | 19:12:07 (GMT)	-	-	-	-

- Email link authenticated by Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)

Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:38:18 (GMT)	76.106.253.156	-	Firefox 128	Windows 10

- Document viewed by Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)

Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:38:19 (GMT)	76.106.253.156	-	Firefox 128	Windows 10

- Email link authenticated by Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)

Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:38:26 (GMT)	76.106.253.156	-	Firefox 128	Windows 10

- Document viewed by Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)

Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:38:27 (GMT)	76.106.253.156	-	Firefox 128	Windows 10

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Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:39:55 (GMT)	76.106.253.156	-	Firefox 128	Windows 10

- Document eSigned by Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)
  Signature Method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:39:55 (GMT)	76.106.253.156	-	Firefox 128	Windows 10

- Document emailed
  Sent to - Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:40:05 (GMT)	-	-	-	-

- Email link authenticated by Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)

Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:40:27 (GMT)	76.106.253.156	-	Firefox 128	Windows 10

- Document viewed by Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)

Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:40:27 (GMT)	76.106.253.156	-	Firefox 128	Windows 10

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Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:40:38 (GMT)	76.106.253.156	-	Firefox 128	Windows 10

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Time	IP Address	Geolocation	Browser	OS
07/28/2024 | 18:41:13 (GMT)	76.106.253.156	-	Firefox 128	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:07:00 (GMT)	12.139.123.251	-	Edge 124	Windows 10

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:07:01 (GMT)	12.139.123.251	-	Edge 124	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:07:11 (GMT)	34.231.232.224	-	Edge 124	Windows 10

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:07:11 (GMT)	34.231.232.224	-	Edge 124	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:07:24 (GMT)	12.139.123.251	-	Edge 124	Windows 10

- Document eSigned by Jenny McCollum (gleejs@jea.com)
  Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:07:24 (GMT)	12.139.123.251	-	Edge 124	Windows 10

- Document emailed
  Sent to - Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:07:33 (GMT)	-	-	-	-

- Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:23:26 (GMT)	12.139.123.251	-	Edge 124	Windows 10

- Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:23:27 (GMT)	12.139.123.251	-	Edge 124	Windows 10

- Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:23:36 (GMT)	44.216.251.20	-	Edge 124	Windows 10

- Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:23:36 (GMT)	44.216.251.20	-	Edge 124	Windows 10

- Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:24:49 (GMT)	12.139.123.251	-	Edge 124	Windows 10

- Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:24:50 (GMT)	12.139.123.251	-	Edge 124	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:24:58 (GMT)	12.139.123.251	-	Edge 124	Windows 10

- Document eSigned by Jessie Talley (talljb@jea.com)
  Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:24:58 (GMT)	12.139.123.251	-	Edge 124	Windows 10

- Final Agreement Emailed
  Sent to - Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)
  Jenny McCollum (gleejs@jea.com)
  Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
07/29/2024 | 15:25:09 (GMT)	-	-	-	-

End of Report

Sender Assigned Fields To Recipients

Recipient	Field	Required	PDF Page No.	Value	Activity Time
Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)	Field Type: Signature	Yes	Page No.:2	Suzanna K. Milbrandt Signed on Jul 28,2024 | 14:39:55 (GMT -5:00)	07/28/2024 | 18:39:55 (GMT)
Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)	Field Type: Title	Yes	Page No.:2	President	07/28/2024 | 18:39:55 (GMT)
Suzanna Milbrandt (SUZANNAM@VIA-CS.COM)	Field Type: Signed Date	Yes	Page No.:2	Jul 28,2024 | 14:39:55 (GMT -5:00)	07/28/2024 | 18:39:55 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signature	Yes	Page No.:2	JennMcCollum Signed on 07/29/2024 | 11:07:24 (GMT -5:00)	07/29/2024 | 15:07:24 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signed Date	Yes	Page No.:2	07/29/2024 | 11:07:24 (GMT -5:00)	07/29/2024 | 15:07:24 (GMT)
Jessie Talley (talljb@jea.com)	Field Type: Signature	Yes	Page No.:2	Jessica Talley Signed on 07/29/2024 | 11:24:58 (GMT -5:00)	07/29/2024 | 15:24:58 (GMT)
Jessie Talley (talljb@jea.com)	Field Type: Signed Date	Yes	Page No.:2	07/29/2024 | 11:24:58 (GMT -5:00)	07/29/2024 | 15:24:58 (GMT)

Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

By using Certinal Application, you hereby specifically provide your consent to use Certinal Application for receiving notifications electronically and/or electronically signing e-documents rather than executing those documents through wet signatures. If you do not wish to receive notifications electronically and/or execute e-documents by applying electronic signatures, then you may withdraw your consent in following manner:

- You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.
- You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.
- You yourself may download the document from Certinal Application and print the same for executing it by applying wet signatures.

Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

After withdrawal of such consent if at any time in future you again use the Certinal Application either to electronically sign the same document for which you had earlier withdrawn your consent or you use the Certinal Application to sign any other new document then by such act of yours you acknowledge that you are consenting to use Certinal Application for electronically signing e-documents.

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System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	**Edge Chromium based browser Recommended* *Edge Version 81.0.416.58 +* *Firefox Version 75.0 +* *Chrome 78.0.3904.97 +* *Safari 11 +*
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

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- PDF (.pdf)
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Agenda Item #10A
Sea & Sky Show

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Sea & Sky Interlocal Agreement
SUBMITTED BY:	Megan Smith, COJ, Office Sports & Entertainment
DATE:	July 2, 2025
BACKGROUND:	This Interlocal Agreement defines covenants and responsibilities governing the Sea and Sky Air Show, to be held on **October 25-26, 2025.** It is an extended celebration of city events, United States Armed Services activities and family entertainment programs to be held periodically in the Jacksonville area. This agreement has been part of each previous Sea & Sky Show
RECOMMENDATION:	Authorize City Manager to Sign the Interlocal Agreement for the 2025 Sea & Sky Show
ATTACHMENT:	Eighth Revised Interlocal Agreement for the 2025 Sea & Sky Show

Prepared by and Return to:
Harry M. Wilson, IV, Esquire
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

EIGHTH REVISED INTERLOCAL AGREEMENT AMONG THE CITY OF JACKSONVILLE, FLORIDA; THE CITY OF ATLANTIC BEACH, FLORIDA; THE CITY OF JACKSONVILLE BEACH, FLORIDA; THE CITY OF NEPTUNE BEACH, FLORIDA; AND THE COMMANDER, U.S. NAVAL STATION MAYPORT, U. S. NAVY FOR CONDUCT OF THE SEA AND SKY AIR SHOW.

THIS EIGHTH REVISED INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of _____, 2025 by and among the below-listed parties and supersedes the original Interlocal Agreement by and among the parties made and entered into March 12, 2001, as revised for the first time on October 9, 2003, as revised for the second time on August 4, 2005, as revised for the third time on November 2, 2007, revised for the fourth time on October 28, 2009, as revised for the fifth time on October 15, 2015, and revised for the sixth time on October 24, 2019, and as revised for a subsequent and seventh time in 2023, and shall become effective upon filing with the Clerk of the Circuit and County Courts, as herein provided (the "Effective Date"). The parties to this Agreement are:

THE CITY OF JACKSONVILLE, FLORIDA, a consolidated municipal/county government, making the General Services District within the territorial boundaries of Duval County, Florida (hereinafter referred to as "JACKSONVILLE"), pursuant to authority in Section 111.105, *Ordinance Code*; and

THE CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as "ATLANTIC BEACH"); and

THE CITY OF JACKSONVILLE BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as "JACKSONVILLE BEACH"); and

THE CITY OF NEPTUNE BEACH, FLORIDA, a municipal corporation within the General Services District (hereinafter referred to as "NEPTUNE BEACH"); and

THE COMMANDER, U.S. NAVAL STATION MAYPORT, UNITED STATES NAVY (hereinafter referred to as "CNSM").

AGREEMENT SECTION **PAGE**
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2. PURPOSE. 2
3. RESPONSIBILITIES. 3
4. SEA & SKY AIR SHOW AIR SHOW COMMITTEE. 5
5. TERM OF AGREEMENT. 6
6. EFFECTIVE DATE. 6
7. TERMINATION. 6
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9. SEVERABILITY. 6
10. SECTION HEADINGS. 6
11. CONSTRUCTION. 6
12. ENTIRE AGREEMENT. 7
13. COUNTERPARTS. 7

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

1. SUMMARY. This Agreement defines the covenants and responsibilities governing the Sea and Sky Air Show, to be held on October 25-26, 2025 (hereinafter sometimes referred to as the "Event", as the context allows). It is an extended celebration of city events, United States Armed Services activities and family entertainment programs to be held periodically in the Jacksonville area. The primary goals of the Event are to foster positive community relations and to support military recruiting efforts. The Event is intended to be an annual regional attraction with air show sites alternating between Naval Air Station Jacksonville and the Jacksonville Beach Oceanfront (this Agreement shall pertain exclusively to Events held at the Jacksonville Beach Oceanfront).

2. PURPOSE. This Agreement formally creates a relationship among the parties for the following purposes:

2.1. To provide JACKSONVILLE, ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and neighboring beach cities/communities along with the high concentration of Naval commands and their service members a celebration that showcases the military's presence in the region.

2.2. To foster positive community relationships by (a) creating an opportunity for long term, mutual cooperation and commitment among city governments and Naval commands to conduct a bi-annual event of regional attraction at an opportune time of year for the cities and their business communities; and (b) supporting Armed Service recruiting by offering an exciting family entertainment program which may include an air show and a demonstration of military capabilities.

3. RESPONSIBILITIES. The parties shall have the following responsibilities, which may be supplemented or more specifically defined as necessary, from time to time, for the conduct of the Event:

3.1. JACKSONVILLE:

3.1.1. *Special Events Production and Coordination*. The Office of Sports and Entertainment (hereinafter referred to as the "OSE") represents JACKSONVILLE's interests and shall provide special events production expertise and coordination for the Events held at the Jacksonville Beach Oceanfront. The OSE will share in the responsibility of arranging and conducting the Sea and Sky Air Show with ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and CNSM.

3.1.2. *Event Promotion.* JACKSONVILLE shall have the overall responsibility for promoting the Event as a regional attraction.

3.1.3. *Monetary Contribution.* Subject to an appropriation of funds therefore by the Jacksonville City Council, JACKSONVILLE will provide and fund various services necessary to produce the Event. Such services shall include police, private security, fire and rescue support services, advertising and marketing, Jacksonville Transportation Authority shuttles, air show consultant, air show acts, sound and entertainment, VIP area, liability insurance and event maintenance (collectively and individually referred to as the "JACKSONVILLE Services"). JACKSONVILLE may provide services in addition to the above JACKSONVILLE Services, to the extent that such additional services become necessary to produce the Event; *provided however,* such additional services shall not be provided or required hereunder unless and until such time as this Agreement is amended, in writing, for the inclusion of such additional services.

3.2. ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH:

3.2.1. Monetary Contribution. ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH are not required to contribute any sponsorship funds for the 2025 Sea and Sky Air Show.

3.2.2. *Support Services.* Within their respective city limits, and/or as the need may require, ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH shall provide and fund parks and public works staffing, police, fire and rescue support services for the Sea and Sky Air Show, including, without limitation, police services, crowd and traffic control, parking and refuse collection at the request of JACKSONVILLE. ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH recognize and acknowledge that crowd sizes and logistics, as well as financial considerations, may require joint sharing of these responsibilities and expenses as matters develop, and agree to cooperate, in good faith, to reach equitable sharing arrangements as such prove to be necessary. JACKSONVILLE shall provide and fund staffing police, fire and rescue support services only to the extent that the circumstances surrounding the

Sea and Sky Air Show require supplementing such services, as determined by JACKSONVILLE, in its sole and exclusive discretion.

3.2.3. *Sea and Sky Air Show Facility.* JACKSONVILLE BEACH shall provide property for the Sea and Sky Air Show as set forth in Exhibit A attached hereto and incorporated herein by this reference. The aforementioned property shall be sufficiently available for the placement of tents, display booths, and other festival requirements as necessary and approved by the JACKSONVILLE BEACH City Manager and shall be consistent with JACKSONVILLE BEACH's Code of Ordinances and items as set forth in Exhibit A.

3.2.4. *Responsibility for Sea and Sky Air Show.* ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH City Managers or their designated representatives shall share responsibility for arranging and conducting the Sea and Sky Air Show with JACKSONVILLE's OSE and CNSM; *provided however*, said OSE shall have the final or ultimate decision making authority, subject only to Section 3.2.3. above.

3.2.5. *Event Promotion.* ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH shall have secondary responsibility and secondary approval authority for promoting the Event as a regional attraction.

3.3. NAVY/CNSM:

3.3.1. *Air Show Responsibility.* The Commanding Officer of Naval Station Mayport (hereinafter referred to as "NSM") has primary responsibility for activities conducted for the Air Show at NSM and is charged with support of the Sea and Sky Air Show by staging performing aircraft and by cooperating with JACKSONVILLE to arrange and conduct the military demonstration at the Sea and Sky Air Show.

3.3.2. *Prohibition Against Use of Funds.* In compliance with federal regulations, fiduciary support raised on base via Naval Station Morale, Welfare and Recreation Non-appropriated Fund Activities may not be used to support external activities.

4. JACKSONVILLE SEA AND SKY AIR SHOW OCEANFRONT AIR SHOW COMMITTEE.

4.1. There shall be created a Sea and Sky Air Show Committee (hereinafter referred to as the "Committee") with membership of the parties and shall operate as follows:

4.1.1. *Membership.* JACKSONVILLE, ATLANTIC BEACH, JACKSONVILLE BEACH, NEPTUNE BEACH and the Commanding Officer of Naval Station Mayport each shall have membership on the Committee. This Committee shall advise JACKSONVILLE on the production of the Sea and Sky Air Show. This includes, but is not limited to, hiring of sponsorship/advertising companies and/or air show consultants; *provided however,* the Commanding Officer of Naval Station Mayport shall have no responsibility or involvement whatsoever with sponsorship matters.

4.1.2. *Final Authority.* The parties agree that decisions of the OSE, as to accounting, expenditures, marketing, staging, logistics, placement, consultants, contractors, vendors, scheduling, coordination and all other matters related to and/or contemplated herein, shall be final, except for: (a) any decision that may adversely impact the ability of ATLANTIC BEACH, JACKSONVILLE BEACH and NEPTUNE BEACH to provide normal city services, including, but not limited to Police, Fire and Rescue, as determined by the City Managers of those cities; and (b) activities occurring on Navy property or involving Navy equipment or personnel; only as to activities on Navy Property or involving Navy personnel or equipment, shall the decisions of CNSM, as delegated above in Section 4.1.1, be final.

4.2. *Funding and Fund Carryovers.* JACKSONVILLE (excluding the Commanding Officer of Naval Station Mayport, as provided above) shall have the exclusive right to conduct sponsorship campaigns and enter into sponsorships in connection with the Sea and Sky Air Show. In addition to such funding and sponsorship campaigns, the parties (except for CNSM) may elect, but are not obligated to provide additional financial support for the Sea and Sky Air Show. In the event a party contributes funds to the City under this Agreement, and there is a surplus of funds available on final funding, from the Sea and Sky Air Show, such surplus shall be held by JACKSONVILLE, for available use in the next scheduled Sea and Sky Air Show, unless such event will not take place the following term or JACKSONVILLE determines specific other uses for such surplus funds.

5. TERM OF AGREEMENT. This Agreement shall have an approximately five (5) month term, commencing from the Effective Date to December 31, 2025, unless subsequently amended. This Agreement may be renewed by written agreement by all parties.

6. EFFECTIVE DATE. This Agreement shall become effective on the date it is recorded in the Official Records of Duval County, Florida, as required by Section 163.01(11), Florida Statutes. Such recording shall be perfected by the Office of General Counsel for JACKSONVILLE.

7. TERMINATION. Any party may withdraw from this Agreement, without cause, by giving ninety (90) days advance written notice to the other parties, by certified mail return receipt requested or by other delivery with written receipt. Such advance written notice shall be sent to the party representative or successor as shown on the signature pages, to the addresses stated thereon. If the remaining parties so desire, they may continue this Agreement, as to its terms and conditions, by formal, mutual execution of a letter agreement memorializing the same.

8. MAXIMUM INDEBTEDNESS. No funds are encumbered in connection with this Agreement. All parties hereto shall be responsible for all costs and expenses incurred in connection with the performance of their respective obligations under this Agreement.

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

10. SECTION HEADINGS. All section headings used in this Agreement have been inserted for convenience only. Such section headings shall not be used in the interpretation or construction of the text of this Agreement.

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

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

13. COUNTERPARTS. This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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

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

ATTEST:

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

CITY OF JACKSONVILLE

By:_____
Name: Donna Deegan
Title: Mayor

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this day of, _____ by Donna Deegan, Mayor, and James R. McCain, Jr., Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

9 are personally known to me; or
9 produced a current _____ driver's license as identification; or
9 produced _____ as identification

_____(Sign)
_____ (Print)
NOTARY PUBLIC
My Commission expires:_____
(NOTARIAL SEAL)

In compliance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and un impounded balance in the appropriation to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Finance
City Contract Number:_____

Form Approved:

_____
Office of General Counsel
Procurement Award #_____

GC-#1692519-v1-Eighth_Revised_Sea_&_Sky_Interlocal_Agreement_2025.docx

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

ATTEST:

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

CITY OF ATLANTIC BEACH

By:_____
Bill Killingsworth, City Manager
800 Seminole Road
Atlantic Beach, FL 32233

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of __ physical presences or ___ online notarization, this day of, _____, by Donna L. Bartle, and Bill Killingsworth, the City Clerk and City Manager respectively, of the City of Atlantic Beach, a municipal corporation in Duval County, Florida,

Such persons: *(notary must check applicable box)*

9 are personally known to me; or
9 produced a current _____ driver's license as identification; or
9 produced _____ as identification

_____(Sign)
_____ (Print)
NOTARY PUBLIC
My Commission expires:_____

(NOTARIAL SEAL)

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

ATTEST:

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

CITY OF JACKSONVILLE BEACH

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

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

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this day of, _____, by Christine Hoffman, Mike Staffopoulos and Sheri Gosselin, the Mayor, the City Manager and the City Clerk respectively, of the City of Jacksonville Beach, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

9 are personally known to me; or
9 produced a current _____ driver's license as identification; or
9 produced _____ as identification

_____(Sign)
_____ (Print)
NOTARY PUBLIC
My Commission expires:_____

(NOTARIAL SEAL)

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

ATTEST:

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

CITY OF NEPTUNE BEACH

By:_____
Richard Pike, City Manager
116 1st Street
Neptune Beach, FL 32266

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this day of, _____, by Richard Pike and Catherine Ponson, the City Manager and the City Clerk respectively, of the City of Neptune Beach, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

9 are personally known to me; or
9 produced a current _____ driver's license as identification; or
9 produced _____ as identification

_____(Sign)
_____ (Print)
NOTARY PUBLIC
My Commission expires:_____

(NOTARIAL SEAL)

IN WITNESS WHEREOF, the Commander US Naval Station Mayport, United States Navy, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

By:_____
Type/Print Name:_____
Title:_____

NAVY

By:_____
Brian A. Binder, Captain, United States Naval Station Mayport

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of __ physical presence or ___ online notarization, this day of, _____, by Brian A. Binder, as Captain of the United States Navy.

Such persons: *(notary must check applicable box)*

9 are personally known to me; or
9 produced a current _____ driver's license as identification; or
9 produced _____ as identification

_____(Sign)
_____ (Print)
NOTARY PUBLIC
My Commission expires:_____

(NOTARIAL SEAL)

GC-#1692519-v1-Eighth_Revised_Sea_&_Sky_Interlocal_Agreement_2025.docx

EXHIBIT A

Event Site:
City Limits of Jacksonville Beach; Specifically, but not limited to upon mutual agreement in writing, use areas are:

- The Jacksonville Beach Pier Parking Lot.
- The parking area located between the Jacksonville Beach Pier and 1st Street N and the Jacksonville Beach Pier Parking Lot
- Latham Plaza.
- Seawalk Pavilion Lawn and Stage.
- The parking Lot between 3rd and 4th Avenue N and 1st Street N by the Ritz.
- (20) spaces in the parking lot between 3rd and 4th Avenue N and 2nd Street N. (CRA Lot)
- The Municipal Parking Lot between Beach Blvd. and 1st Avenue N and 1st Street N and 2nd Street N.
    - JACKSONVILLE BEACH employees must find alternate parking.
- 1st Street N between the northern most entrance to the "Four Points by Sheraton Jacksonville Beachfront" and 1st Avenue N.
- The Beachside Parking Lot between 1st and 2nd Avenue N and 1st and 2nd Street N behind Campeche Bay will be used to offset business employee parking, this will be managed by JACKSONVILLE BEACH.

Setup:
City of Jacksonville shall have exclusive use of the above Event Site use areas beginning Friday, October 11, 2025 at 6:00 a.m. for event setup. JACKSONVILLE will inform JACKSONVILLE BEACH of a detailed setup schedule no later than September 29, 2023 and some event site use areas may not be needed beginning as early.

Teardown:
City of Jacksonville shall be complete with event teardown within the above Event Site use areas no later than Wednesday October 29, 2025 at 10:00 a.m. All areas shall be left clean and free of any event related debris or materials by the conclusion of teardown.

Food: All Food vendors may be inspected by the Florida Division of Hotels and Restaurants and Jacksonville Beach Fire Marshal's Office prior to opening to ensure they are in compliance. A schematic of food vendor set up to be provided two weeks prior to the event with the understanding that last minute changes may occur. Food vendors must be set up and ready one hour prior to the event start.

Additional Barricades:
JACKSONVILLE and JACKSONCILLE BEACH, along with CNSM will provide additional barricades.

Garbage:
JACKSONVILLE will provide personnel and garbage trucks, garbage cans and bags to dispose of all garbage within the Event Site use areas from setup through teardown.

Alcohol:
JACKSONVILLE will provide JACKSONVILLE BEACH with a copy of the alcohol beverage license and locations of all sales. All areas selling/serving alcoholic beverages must be fenced off with signage stating NO ALCOHOL BEYOND THIS POINT per JACKSONVILLE BEACH Special Event Policy. Last call must be 30 minutes prior to the end of the event and sales cease 15 minutes prior to the end.

Road Closures:
JACKSONVILLE and JACKSONCILLE BEACH will mutually agree on all road closures. 1st Street N between the northern most entrance to the "Four Points by Sheraton Jacksonville Beachfront" and 1st Avenue N must be fully closed October 24, 2025 at 8:00 a.m. through October 27, 2025 at 8:00 a.m. JACKSONVILLE will only close this portion of the road overnight if needed for the event. All other roads will remain closed until 6:00 p.m. on October 25, 2025 and 7:00 p.m. on October 26, 2025.

Beach Use:
The beach will be open to the public for this event, including swimming, excluding the performance showbox. It is the responsibility of JACKSONVILLE BEACH to maintain garbage, including the garbage cans, on the beach anywhere from the dunes eastward.

Beach Driving:
Only JACKSONVILLE BEACH city personnel and CNSM personnel may drive on the beach. CNSM personnel will need to contact the Ocean Rescue Captain to gain clearance to drive on the beach.

Contacts:
JACKSONVILLE and JACKSONVILLE BEACH to provide a comprehensive list of all key personnel.

1. **FEES:**

   JACKSONVILLE BEACH waives all fees for this event.

   Per JACKSONVILLE BEACH Special Events Policy, no paint or spray paint, other than marking chalk to layout event setup, shall be used on the Facility Rental Area, City Facilities, event routes, sidewalks, roads, right-of-ways or other public property. Event organizer/producers who fail to remove such substances prior to the post-event site walkthrough will be billed for the cost of removing them.

2. SCHEDULE OF ACTIVITIES:

Event

Friday, October 24: 9:00 a.m. – 4:00 p.m.
Saturday, October 25: 11:00 a.m. – 4:00 p.m.
Sunday, October 26: 11:00 a.m. – 4:00 p.m.
The above times do not account for any weather delays and are subject to change. JACKSONVILLE and JACKSONVILLE BEACH will mutually agree in their reasonable discretion on any extensions due to delays from weather.

3. GENERAL RULES

a) The event area and layout must ensure unrestricted access to the site for emergency vehicles.

b) A 10' fire lane must be maintained inside the blocked street portion(s) to ensure that the barricades can be moved and emergency vehicles have easy access in the event of an emergency. Fire hydrants within the area must be left unobstructed for easy access.

c) No vehicles may be driven on the grass at Latham Plaza or Seawalk Pavilion. Vehicles may be driven on the major paver sidewalks running east/west through the venue.

d) In-ground staking of snipe signs and banners known as thunder flags, teardrop or feather banners are NOT allowed on City right-of-ways.

e) Staking is NOT allowed in the Latham Plaza/Seawalk Pavilion area, streets, or municipal parking lots. Tents, inflatables, feather banners etc. must be weighted, not staked, to be secured to the ground. The securing of signs, banners, tents, inflatables, etc. to any landscape or hardscape is NOT permitted.

f) No trenching is permitted.

g) No releasing of any type of balloons is permissible.

4. AMPLIFIED MUSIC:

Ambient music may be played within the event area.

Permitted Hours: 10 AM – 4:30 PM. Sound and decibel levels are permitted and limited to a noise level not to exceed 85dB (A) more than three (3) times in any continuous 60-minute period when measured by a sound level meter meeting National Standard Specifications. The measurement is made at any point outside the property line from where the noise is transmitted. Permission is contingent upon the Police Department's ongoing evaluation of compliance with the City's noise ordinance (Chapter 18 NOISE) and the impact on the neighborhood. If complaints are received, you may be required to turn the noise level down. If compliance is not maintained, you may be required to cease all amplified sound.

All music/sound must cease by 4:30 PM unless the event is extended due to a weather delay.

5. ALCHOLIC BEVERAGES:

Only beer and wine products can be sold. No hard alcohol is allowed. Selling, distributing, or consumption of hard alcoholic beverages is strictly prohibited. **JACKSONVILLE must bring the alcohol license application to the Director of Planning and Development for his signature at City of Jacksonville Beach City Hall located at 11 North Third Street, Jacksonville Beach, Fl. 32250 along with a diagram of each area where alcohol will be sold.**

6. TENTS, VENDORS and BOOTHS:

All tents, vendors, and booths are subject to a fire safety inspection as outlined by the Florida Fire Prevention Code.

A complete schematic will be provided listing all vendor participants prior to the event.

All Food Vendors must place a tarp under all cooking areas and Food Trucks must have a tarp under their engine to prevent any oil dripping~~s~~.

7. HEALTH AND SANITARY REQUIREMENTS:

Temporary Bathroom Facilities:

JACKSONVILLE is required to provide adequate temporary bathroom facilities for the event including facilities for handicap access. The port-o-let provider must dispose of all trash removed from the inside of toilets. This includes items/trash found when vacuuming

the waste from the toilet itself. Any debris/material, etc., must be bagged and removed from the premises by the provider. No such material may be disposed of in City trash receptacles or placed on the sidewalks, grass, landscaping, hardscape, or any other part of the Event Site use area. Units may NOT be washed down on site but must be returned to the provider's facility for cleaning.

8. SITE INSPECTION

JACKSONVILLE will designate a person to do the walk-thru and take possession of the keys.

A Pre-Walk Thru will be performed on: Monday, October 20, 2025

A Post-Walk Thru will be performed on: Wednesday, October 29, 2025

9. PUBLIC ANNOUNCEMENTS:

Public announcements must be made throughout the event to remind attendees to access the Beach via authorized Beach crossovers, to keep off the sand dunes, and not to pick sea oats per Florida State law.

SEA AND SKY
OCT 21-22, 2023
JACKSONVILLE BEACH

Exhibit A-1—Event Sites

Agenda Item #10B
RFP- Special Magistrate

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	REQUEST FOR PROPOSAL (RFP) SPECIAL MAGISTRATE RFP NO. 2025-08
SUBMITTED BY:	Heather Whitmore, AICP, PTP, Community Development Director
DATE:	July 7, 2025
BACKGROUND:	City of Neptune Beach seeks to appoint a qualified professional, typically an attorney or retired judge, to serve as a Code Compliance and Traffic Citation Special Magistrate. This professional would be responsible for hearing code enforcement cases, speed camera citations, making decisions on violations, and imposing administrative fines and other penalties. In order to be considered, the Special Magistrate must provide evidence that he or she (1) is a resident of the State of Florida; (2) is a retired Florida Judge or an attorney whose membership with the Florida Bar is in good standing and has at least 7 years' experience; and (3) possess experience and expertise in at least one of the following disciplines and working familiarity with the others: law enforcement, local government law, Americans with Disabilities and Fair Housing Act Law, real estate law, administrative law, and the Florida Building Code. Each Special Magistrate shall serve a term of one (1) year. Special Magistrates may be appointed for one (1) additional one (1) year terms. Special Magistrates are subject to removal, with or without cause, from their positions at any time by the City Council, in its sole discretion. Proposals are due on or before August 8, 2025.
RECOMMENDATION:	Approve
ATTACHMENT:	Ex A) REQUEST FOR PROPOSAL (RFP) SPECIAL MAGISTRATE RFP NO. 2025-08

CITY OF NEPTUNE BEACH FLORIDA

REQUEST FOR PROPOSAL (RFP)

SPECIAL MAGISTRATE

RFP NO. 2025-08

CITY OF NEPTUNE BEACH
116 1st Street
Neptune Beach, FL
32266

EXECUTIVE SUMMARY

The City of NEPTUNE BEACH (the "City") solicits proposals from qualified Florida Bar licensed attorneys and retired judges (hereinafter "Special Magistrate") to provide Special Magistrate services in conducting compliance and review hearings as assigned by the City Council in accordance with the terms, conditions, and specifications contained in this Request for Proposal. The Magistrate must achieve the requirements of the Scope of Work stated herein.

In order to be considered, the Special Magistrate must provide evidence that he or she (1) is a resident of the State of Florida; (2) is a retired Florida Judge or an attorney whose membership with the Florida Bar is in good standing and has at least 7 years' experience; and (3) possess experience and expertise in at least one of the following disciplines and working familiarity with the others: law enforcement, local government law, Americans with Disabilities and Fair Housing Act Law, real estate law, administrative law, and the Florida Building Code.

DESCRIPTION OF SERVICES TO BE PROVIDED

Special Magistrate services shall be provided by an attorney and member of the Florida Bar or retired Judge, who shall be appointed by the City Council to preside over traffic infractions, code compliance and Florida Building Code matters and who may be discharged by the City Council at its discretion, with or without cause. The Special Magistrate shall have the jurisdiction and authority to hear and to decide alleged violations and exercise the powers as provided in F.S., Ch.162 and the City's Code of Ordinances Chapter 1. Division 2 – Special Magistrate.

The City does not warrant that the Special Magistrate will be scheduled to serve any particular number of days or hear a specific number of cases. However, in some instances, a Special Magistrate may be scheduled to hear exceptional cases on one full day or during consecutive days. In these extraordinary instances, the Special Magistrate may request additional time to complete his or her findings.

The City shall provide the hearing rooms for all Special Magistrate hearings and shall be responsible for the costs of recording all hearings before the Special Magistrate. The City will provide the Special Magistrate with sufficient forms for the completion of his or her findings of fact and conclusions of law for each hearing. All clerical expenses incurred by the Special Magistrate in the performance of this Agreement shall be borne by the City.

INTENT

It is the intent of the City to procure one (1) or more Special Magistrate to provide legal services to the City in hearing matters related to provisions of the Code of Ordinances and Florida Building Code, except as may otherwise be specifically provided therein. The Special Magistrate shall adhere to the highest standards of integrity, impartiality, and competence.

CONTRACT TERM

Each Special Magistrate shall serve a term of one (1) year. Special Magistrates may be appointed for one (1) additional one (1) year terms. Special Magistrates are subject to removal, with or without cause, from their positions at any time by the City Council, in its sole discretion

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SECTION I

STATEMENT OF WORK

1. RFP OPENING DATE

Proposals are due on or before **August 8, 2025**

2. SCOPE OF WORK

The Magistrate:

- Shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest and collusion.
- May undertake concurrent employment, where permissible, but shall not represent a person or entity before the City Council or any City Board, including but not limited to a person subject to a Special Magistrate Hearing in any year during which he or she serves as a Special Magistrate.
- Shall ensure that, if awarded a position as Special Magistrate, no person under his or her employ exercises any functions or responsibilities on behalf of the City or has any personal financial interest, directly or indirectly, with the City, except as fully disclosed and approved by the City.
- Shall accurately and completely preserve all testimony and include findings of facts and conclusions of law.
- Shall conduct code compliance hearings.
- Conduct formal hearings for individuals cited for traffic infractions (e.g., speeding, illegal turns) in school zones.
- Shall prepare, in writing, his or her findings of fact and conclusions of law using the forms approved by the City. To the extent reasonably practicable, the Special Magistrate will render his or her findings within seventy-two (72) hours, but in no event, more than seven (7) business days after the hearing.
- Understands and agrees to abide by any and all services conducted under this Agreement.

3. INSTRUCTIONS FOR PREPARING PROPOSAL

Response Format

To facilitate and expedite review, the City asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the City's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of the firm that can legally bind the company and provide his/her title, address, phone number, and email address. Provide a positive commitment to perform the required scope of services. Respondent should also provide the primary contact person for this solicitation

including his/her title, phone number, and email address. A table of contents should follow the cover letter.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Experience and Expertise

Respondents should include:

- A brief description of your firm's organization, structure, and philosophy.
- Firm's years of experience.
- Knowledge of and compliance with applicable federal, state and local laws pertaining to this solicitation.

TAB 4 – Proposer's Questionnaire – See Exhibit A

TAB 5 – Schedule of Availability

Respondent shall explain their availability to perform the required services and willingness to travel to City of NEPTUNE BEACH to conduct hearings at least once per month and more often as requested by the City, and any schedule limitations that would impact their availability.

TAB 6 – References

Provide a list of references for which similar services has been performed shall be included and the list shall include all similar contracts performed by the Respondent within the past five years. References should include the following information:

- Client name, address **AND** phone, numbers, and e-mail addresses;
- Description of all services provided;
- Performance period; and
- Total contract value.

The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 7 – Cost

Provide hourly rate on the *Proposal Price Sheet* attached hereto as Exhibit "B". Hourly rate must be fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, legal research, copies, etc**. No additional reimbursement expenses allowed.**

SECTION II

INSTRUCTIONS TO PROPOSERS

1. SUBMISSIONS OF PROPOSALS

Proposals shall include the following information:

Seven (7) copies of the proposal shall be filed with Catherine Ponson, City Clerk, 116 First Street, Neptune Beach, Florida 32266 not later than 12:00 P.M. on Friday, XXXXX. Failure to submit seven (7) copies of each proposal may result in non-compliance and the bid may be rejected. Joint proposals from more than one firm or those that include subcontracting any part of the audit engagement to other firms or individual auditors will not be accepted for consideration by the City.

2. RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3. EVALUATION METHOD AND CRITERIA

A. GENERAL

The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each proposer, including stockholders and principals, before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The City's decisions will be final.

B. EVALUATION CRITERIA

Proposals will be evaluated by the City of NEPTUNE BEACH who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

The City's evaluation will include, but not limited to, consideration of the following:

Scoring/Evaluation Criteria For Acceptance of Submittals	Possible Points
A. Overall Professional Experience-	**30**
Retired Judge —30 points	
Attorney with 10+ years' experience —20 points	
Attorney with <10 years' experience —10 points	
B. Areas of Expertise	**25**
Local Government Law — 5 points	
Landing Use Law — 5 points	
Building Code/ADA/FHA Law — 5 points	
Real Estate Law — 5 points	
Administrative Law — 5 points	
C. Prior Special Magistrate or Municipal Legal Experience	**15**
D. Florida Bar Membership / Disciplinary History	**15**
Membership in good standing – no disciplinary history – 15 points	
Membership in good standing – discipline history over 10 years ago — 10 points	
Membership in good standing – disciplinary history less than 10 years ago — 5 points	
E. Proposed Fees for Service	**15**
Total Project Score	**100**

C. PROPOSAL EVALUATION:

The City will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The City will not consider non-responsive proposals. A nonresponsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the City. The City reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals.

4. DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

5. TIMETABLES

The Council and the proposers shall adhere to the following schedule in all actions concerning this RFP.

A. From opening time, the Council and City staff will review and evaluate the proposals on a timely basis.

B. The Council may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City may notify unsuccessful proposers at this time.

6. DELAYS

The City may delay scheduled due dates if it is to the advantage of the City. The City will notify proposers of all changes in scheduled due dates by written addenda.

7. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non- discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

SECTION III

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSALS

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO RESPONSE

If not submitting a bid, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 8. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City Purchasing Division. Proposers who obtain Proposal Documents from other sources must officially register with the City Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Council/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Offer to Purchase/Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. PUBLIC RECORDS

Sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

33. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

34. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

35. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the NEPTUNE BEACH

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION IV

REQUIRED FORMS

PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Are all of the Required forms complete and included?		
Did you include proof of your current malpractice insurance?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization and tabs are correct (see **Instructions for Preparing Proposal**, **item3, page 1**)?		
Did you complete and include in your submissions, items **Exhibits A and B?**		
Are you in compliance with the page limitations?		
Electronic Submission: Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information?		

PLEASE SIGN AND RETURN WITH PROPOSAL: _____

EXHIBITS

EXHIBIT A

PROPOSER'S QUESTIONNAIRE
RFP NO. 2025-08
SPECIAL MAGISTRATE

It is understood and agreed that the following information is to be used by the City of NEPTUNE BEACH to determine the qualifications of Proposers to perform the work required. **The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.**

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Magistrate, surety, bank material or equipment manufacturer, or distributor, or any person, firm, or corporation to furnish the City of NEPTUNE BEACH any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____day of _____, 2025.

_____
Name of Organization/Proposer

By: _____

Name: _____

Home Address: _____

Business/Employer Name: _____

Business/Employer Address: _____

Home/Cell Phone: _____ Business Phone:_____

Email Address: _____

Please provide two (2) references who can attest to your professional experience as outlined in the Questionnaire.	
Name:	Contact Info:
Name:	Contact Info:
The final fee for legal services will be determined by the City. If you have a minimum fee that you are willing to accept, please provide that information:	

Are you a member of the Florida Bar in good standing?			
Florida Bar #:		Date Entered:	
Have you ever been disbarred, suspended, expelled, or received any other disciplinary action from the Florida Bar?			
If yes, please explain:			
Have you ever served as a Judge?			
In what state:		How many years:	
Have you ever served as a Special Magistrate?			
What jurisdiction:		How many years:	
Have you ever been dismissed, either with or without cause, from an appointed position or law firm?			
If yes, please explain:			
Are you a member of, appointed to or affiliated with any organization that may possibly be a conflict of interest or provide the appearance of a conflict of interest that may affect your ability to conduct fair and impartial compliance hearings?			
If yes, please explain:			

Areas of Experience	Yes	No	# of Years
Local Government Law			
Land Use Law			
Building Code			
Americans with Disabilities / Fair Housing Act			
Real Estate Law			
Administrative Law			
Code Enforcement			

If you wish to provide additional information, please attach it as a separate page.

PUBLIC RECORDS NOTICE

Applicants are hereby placed on notice that all information submitted as part of or in support of their application for Special Magistrate will be available for public inspection, in accordance with Chapter 119, Florida Statutes at the time the City posts notice of its decision or intended decision regarding recommended aware of this Request for Proposals or thirty (30) days after the opening of the Request for Proposals, whichever is earlier.

In the event the applicant believes that any information contained in their application for Special Magistrate should be considered confidential and is exempt from the public records, the applicant must complete the following.

Applicant's failure to provide the City with a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in the entire application for Special Magistrate being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

_____Yes, I am claiming exemption from the disclosure requirements of Chapter 119 of the Florida Statutes.

_____No, I do not claim exemption from the disclosure requirements of Chapter 119 of the Florida Statutes.

Please provide the specific exemption being claimed: _____

CERTIFICATION

I hereby certify that the above answers and any document furnished by me are true and correct. I also certify that I have read and understand the entire content of this application package and accept all terms, conditions, and provisions therein. I hereby authorize the City to obtain information from other sources to verify any item in this application. If selected, I pledge to follow all legal requirements and mandates in fulfilling my duties as a Special Magistrate.

_____ _____

Signature Date

PROPOSAL PRICE SHEET

Respondent shall serve as Special Magistrate in accordance with Exhibit A, Scope of Services at the rate(s) below.

BILLABLE RATE		
Special Magistrate	$	HOURLY

The hourly rate is fully burdened to include all costs (overhead, profit, and non-labor expenses, such as travel, mileage, per diem for meals and incidentals, legal research, copies, etc. No additional reimbursement expenses shall be billed.

Company: _____

Address: _____

City, State, Zip code:_____

Phone Number: _____Email:_____

Authorized Signature:_____

Printed Name: _____

Title: _____ Date:_____

Agenda Item #10C
Debris Removal

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Grubbs Emergency Services, LLC Piggyback Agreement
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	June 30, 2025
BACKGROUND:	During disasters which create substantial vegetative and building debris, the city will require the services of a qualified contractor to remove and dispose of debris. The city has previously utilized Grubbs Emergency Services, LLC, and was satisfied with the service provided. Grubbs has provided a contract with the City of Blountstown, Florida for piggyback, and the city attorney has approved.
BUDGET:	Not applicable
RECOMMENDATION:	Approval of piggyback agreement with Grubbs Emergency Services, LLC
ATTACHMENT:	• Piggyback agreement with Grubbs Emergency Services, LLC • Agreement between City of Blountstown, Florida and Grubbs Emergency Services, LLC for Disaster Recovery Services • Second annual contract renewal

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 municipal corporation, hereinafter referred to as the ("City"), and GRUBBS EMERGENCY SERVICES, LLC, a Florida limited liability company ("Contractor"), concerning that certain contract with the CITY OF BLOUNTSTOWN.

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, the City of Blountstown awarded a solicitation to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (the "Blountstown Contract"). A true and correct copy of the Blountstown Contract is on file for inspection with the City Clerk; 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 Blountstown Contract except as amended herein; and

WHEREAS, the Blountstown 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 Blountstown 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 Blountstown Contract are incorporated by reference herein.

2. Amendments. The Blountstown Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the Blountstown Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the Blountstown Contract and terms of this Agreement to "piggyback," the terms of this Agreement to "piggyback" shall prevail. The scope of services, and prices in the Blountstown Contract shall be offered to the City of Neptune Beach and are incorporated herein and contained in **Exhibit "A"** which is attached hereto and made a part hereof. In addition, Blountstown and its equivalent staff and address shall be substituted for the City of Neptune Beach, Florida and its staff and addresses. 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:**

CITY HALL
116 First Street.
NEPTUNE BEACH, FL 32266.
904-270-2400
CLERK@NBFL.US

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 Duval 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 Blountstown 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 Blountstown in the Blountstown 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 is 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: i) 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. Counterparts, Electronic Copies and signatures. This Agreement may be signed in counterparts and electronic copies and signatures shall be treated as originals.

13. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

14. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

15. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

16. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 16 above and that the facts stated in it are true.

Contractor: GRUBBS EMERGENCY SERVICES, LLC

_____

Print Name: John G. Grubbs

Title: Managing Member

ATTEST:

_____

Catherine Ponson, City Clerk

City of Neptune Beach, Florida

_____

Cori Bylund, Mayor

APPROVED AS TO FORM

_____

Paul Waters, City Attorney

EXHIBIT A

AGREEMENT BETWEEN

THE CITY OF BLOUNTSTOWN AND
GRUBBS EMERGENCY SERVICES, LLC
FOR DISASTER RECOVERY SERVICES

THIS AGREEMENT is made as of this ***14*** day ***Jan. 2019*** by and between **GRUBBS EMERGENCY SERVICES LLC** (hereinafter the "Contractor"), and the **CITY OF BLOUNTSTOWN, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the City issued a Request for Proposals for Disaster Recovery Services; and

WHEREAS, proposals were evaluated and ranked; and

WHEREAS, on January 10, 2019 the City Council approved the ranking of proposals for Disaster Recovery Services and authorized the City to execute an agreement with Grubbs Emergency Services; and

WHEREAS, the City and the Contractor desire to enter into this Agreement whereby the duties and obligation each to the other are set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows.

1. **Scope of Services**

1.1 The Contractor must meet the requirements and perform the services identified in the Request for Proposal Term Contract for Disaster Response Services published on December 14,2018 (the "Proposal"), attached hereto and made a part hereof, as Exhibit "A" and the

Contractor's Proposal attached hereto and made a part hereof, as Exhibit "B".

1.2 Contractor agrees and acknowledges that Contractor is prohibited from exempting provisions of the Proposal or in this Agreement in any of Contractor's services pursuant to the Agreement.

2. **Term**

2.1 This Agreement shall begin on the date it is fully executed by both parties (the "Effective Date") and shall extend for a five (5) year term (the "Term").

2.2 After the initial five (5) year term, the City shall have the option to renew for an additional five (5) one (1) year renewal options. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

2.3 2.3. Contractor shall complete all services directed under this Agreement as soon as feasibly possible, and in the time necessary to accomplish the services, with the

knowledge that time is of the essence. The scope and nature of the services to be performed will be directed by the City once the extent of damage has been determined. The City may impose liquidated damages of $100.00 per day for breach of this paragraph. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay, and both parties desiring to obviate any questions or dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the services on time.

3. Compensation

3.1 The amount of compensation payable by the City to Contractor shall be based upon the rates and fees schedules as set forth in Exhibit "C", attached hereto and made a part hereof, which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the City of Blountstown. Price adjustments are dependent upon budget availability and City approval. Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

3.2 Contractor may submit an invoice for compensation, developed and agreed upon by the City Manager and Contractor, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of rates and fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

3.3 The City shall pay Contractor in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the City Manager for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor, which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by the City.

3.5 Contractor agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which Contractor receives reimbursement. Such books and records shall be available at all reasonable times for examination and audit by the City.

3.6 If it should become necessary for the City to request the Contractor to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only as authorized by the City Manager or designee. Any such additional work agreed to by both parties shall be performed at the same rate in the schedules included in Exhibit '"C".

4. Termination

4.1 This Agreement may be terminated for cause by the City Manager if the Contractor is in breach and has not corrected the breach within thirty (30) days after written notice from the City identifying the breach, or for convenience by action of the City Council upon not less than thirty (30) days' written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.2 This Agreement may be terminated for cause by the Contractor if the City is in breach and has not corrected the breach within thirty (30) days after the written notice from the Contractor identifying the breach.

Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of the City as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager which City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

4.4 In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of City's election to terminate, Contractor shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Contractor acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by the City, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the City's right to terminate this Agreement for convenience.

4.5 In the event this Agreement is terminated, any compensation payable by the City shall be withheld until all documents are provided to the City pursuant to Section 7.1 of this Agreement. In no event shall the City be liable to the Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

5.0 Indemnification

Contractor shall indemnify, hold harmless and, at the City's option, pay for an attorney selected by the City, to defend the City and any of its elected officials, officers, agents, servants, and employees from and against any and all liability, suits, actions, damages, costs, losses, and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of the Contractor, its officials, agents, employees or subcontractors in the performance of the services of the Contractor under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

Contractor shall indemnify, hold harmless and, at the City's option, pay for an attorney selected by the City, to defend the City and any of its elected officials, officers, agents, servants, and employees from and against any and all liability, suits, actions, damages, costs, losses, and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.

Contractor shall indemnify the City and any of its elected officials, officers, agents, servants and employees, for all loss, damage, expense, or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by Contractor of any patent, trademark, copyright, trade secret or other proprietary right relation to services furnished pursuant to this Agreement. Contractor will defend and/or settle at its own expense any action brought against the City and any of its elected officials, officers, agents, servants, and employees, to the extent that it is based on a claim that products or services furnished to the City by the Contractor pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring and indemnity.

The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due Contractor under the Agreement may be retained by the City until all of the City's claims for indemnification pursuant to the Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City.

6. <u>Insurance</u>

In order to insure the indemnification obligation contained above, Contractor shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP, Attachment "7".

7. <u>Miscellaneous</u>

7.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the City and shall be delivered by the Contractor to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

Audit and Inspection Rights and Retention of Records. The City shall have the right to audit the books, records, and accounts of the Contractor that are related to this Agreement. The Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless Contractor is notified in writing by the City of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's expense. If any audit has been initiated and audit

findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the City to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance and recovery of any payment upon such entry.

In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance.

In addition, Contractor shall provide a complete copy of all working papers to the City prior to final payment by the City, in accordance with the RFP.

7.2 **Policy of Non-Discrimination.** Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement.

Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

7.3 **Public Entity Crime Act.** Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with City, and

may not transact any business with City in excess of the threshold amount provided in Section 289.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from City's competitive procurement activities. In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

Independent Contractor. Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.

7.4 **Third Party Beneficiaries.** Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to
. this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.5 **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY OF BLOUNTSTOWN
Traci Hall
20951 Central Ave W
Blountstown, FL
thall@blountstown.org

and City Attorney

CONTRACTOR:
John G. Grubbs
Grubbs Emergency Services, LLC
13365 W. Hillsborough Avenue
Tampa, FL 33635
(352) 796-7127
ggrubbs@grubbses.com

Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by Contractor, except with the prior written approval of the City Manager, which shall be in his or her sole and absolute discretion. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior written approval of the City Manager, which shall be in his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Bid. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Bid, a list of such subcontractors shall be provided to the City Manager, subject to his or her approval.

Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to City's satisfaction for the agreed compensation.

Contractor shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

7.6 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other person from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon resulting from the award or making of this Agreement. For a breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

Materiality and Waiver of Breach. City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.7 **Compliance with Laws.** Contractor shall comply with all federal, state and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including, but not limited to:

a. **Equal Employment Opportunity:** Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

b. **Copeland "Anti-Kickback" Act:** Compliance with the Copeland "Anti- Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFRPart 3).

c. **Davis-Bacon Act:** Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFRPart 5).

d. **Contract Work Hours and Safety Standards Act:** Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFRPart 5).

e. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42U.S.C. §§ 7401-767lq) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Any violations thereof must and will be reported to FEMA and the Regional Office of the Environmental Protection Agency.

Clean Air Act:
The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the City and understands and agrees that the City will, in tum, report each violation as required to assure notification to the Federal Emergency Management

Agency, and the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:
The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the City and understands and agrees that the City will, in tum, report each violation as required to assure notification to the Federal Emergency Management

Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.8

a. **Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

b. **Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

c. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

d. **Attorney Fees and Venue.** This Agreement shall be construed and subject to the laws of the State of Florida. Venue for any dispute arising from this Agreement shall lie in Calhoun County, Florida. In the event of any litigation between the parties to declare or enforce or for breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other recover and costs, reasonable attorney fees incurred in such litigation, in the arbitration, in

the trial and in all bankruptcy and appellate courts.

e. **Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

f. **Prior Agreements.** This Agreement and its attachments constitute the entire agreement between Contractor and City, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreement or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

g. **Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.

h. **Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.

i. **Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

j. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

k. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

l. **Public Records.** Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

m. **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

n. **Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

o. **DEBARMENT AND SUSPENSION:** The contractor is subject to the debarment and suspension regulations implementing Executive Order 12689, *Debarment and Suspenion*

(1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension). A contract will not and cannot be made to parties listed in the SAM (System for Award Management) exclusions. SAM exclusions is the list maintained by the General Services Administration that contains the names of parties, debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

(1)The bidder/contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded(defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2) The bidder/contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

p. **BYRD ANTI-LOBBYING AMENDMENTS** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

GRUBBS
EMERGENCY SERVICES – LLC

1/14/2019

Amendment One

This is an amendment to the Disaster Recovery Services Contract between Grubbs Emergency Services, LLC. and City of Blountstown for The City owned and maintained property for the public safety and health to grind all stumps with specialized equipment. – Trails, Roadways and Sidewalks.

Stump Grinding - $250.00 Each

John G Grubbs

Managing Member

Traci S. Hall

Traci Hall

City Manager

Phone: (352) 796-7127 | Fax: (352) 797-7598 | Toll Free: 1.888-grubbs-1 | 1.888.478.2271

OVERSEAS HIGHWAY, MARATHON, FLORIDA 33050

a. SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: The contractor agrees to ensure that it takes all necessary six (6) steps identified in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (4) of this section.

IN WITNESS WHEREOF, City and Contractor have set their hands and seals, as of the day and year first above written.

ATTEST:

CITY OF BLOUNTSTOWN Date 01-14-19

Tracy S. Hall

Tracy Hall City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF BLOUNTSTOWN, FLORIDA ONLY:

CONTRACTOR

GRUBBS EMERGENCY SERVICES, LLC Date 1-14-19

John "Gary" Grubbs/ Managing Member

GRUBBS
EMERGENCY SERVICES – LLC

1/14/2019

Amendment One

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Stump Grinding - $250.00 Each

John G Grubbs

Managing Member

Traci S. Hall

Traci Hall

City Manager

Phone: (352) 796-7127 | Fax: (352) 797-7598 | Toll Free: 1.888-grubbs-1 | 1.888.478.2271

Exhibit "C"

ATTACHMENT 2

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

PRICE SCHEDULE

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.

ELIGIBLE VEGETATIVE DEBRIS REMOVAL Work consists of the collection of transportation of Eligible Vegetative Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	10.50	250,000	2,625,000.00
16-30 miles	10.50	40,000	420,000.00
31-60 miles	10.50	9,000	94,500.00
61+ miles	11.00	1,000	11,000.00
		300,000	3,150,500.00

ELIGIBLE C&D DEBRIS REMOVAL Work consists of the collection of transportation of Eligible C&D Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	10.50	5,000	52,500.00
16-30 miles	10.50	45,000	472,500.00
31-60 miles	10.50	45,000	472,500.00
61+ miles	11.00	5,000	55,000.00
		100,000	1,052,500.00

C&D DEBRIS REDUCTION/REMOVAL Work consists of reducing and transportation of Eligible C&D Debris from a City approved DDMS site to Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	4.00	5,000	20,000.00
16-30 miles	4.00	45,000	180,000.00
31-60 miles	4.15	45,000	186,750.00
61+ miles	4.25	5,000	21,250.00
		100,000	408,000.00

Exhibit "C"

ATTACHMENT 2

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

PRICE SCHEDULE

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.

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0-15 miles	10.50	250,000	2,625,000.00
16-30 miles	10.50	40,000	420,000.00
31-60 miles	10.50	9,000	94,500.00
61+ miles	11.00	1,000	11,000.00
		300,000	3,150,500.00

ELIGIBLE C&D DEBRIS REMOVAL Work consists of the collection of transportation of Eligible C&D Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	10.50	5,000	52,500.00
16-30 miles	10.50	45,000	472,500.00
31-60 miles	10.50	45,000	472,500.00
61+ miles	11.00	5,000	55,000.00
		100,000	1,052,500.00

C&D DEBRIS REDUCTION/REMOVAL Work consists of reducing and transportation of Eligible C&D Debris from a City approved DDMS site to Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	4.00	5,000	20,000.00
16-30 miles	4.00	45,000	180,000.00
31-60 miles	4.15	45,000	186,750.00
61+ miles	4.25	5,000	21,250.00
		100,000	408,000.00

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF NON-RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	10.50	1,000	10,500.00
16-30 miles	10.50	9,000	94,500.00
31-60 miles	10.55	9,000	94,950.00
61+ miles	10.75	1,000	10,750.00
		20,000	210,700.00

ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF RACM STRUCTURES Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	10.50	1,000	10,500.00
16-30 miles	10.50	9,000	94,500.00
31-60 miles	10.50	9,000	94,500.00
61+ miles	10.75	1,000	10,750.00
		20,000	210,250.00

DDMS SITE MANAGEMENT, OPERATIONS AND REDUCTION Work consists of managing and operating DDMS sites and reducing Eligible disaster debris through grinding or source separation and reduction. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Grinding	3.50	290,000	1,015,000.00

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH AIR CURTAIN INCINERATORS Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Waste Only	2.50	5,000	12,500.00

DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH CONTROLLED OPEN BURNING Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Waste Only	2.00	5,000	10,000.00
HAUL-OUT OF REDUCED ELIGIBLE DEBRIS TO A COUNTY DESIGNATED FINAL DISPOSAL SITE Work consists of loading and transporting reduced Eligible disaster related debris from a City approved DDMS site to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles	4.50	7,500	33,750.00
16-30 miles	4.50	30,000	135,000.00
31-60 miles	4.50	30,000	135,000.00
61+ miles	4.75	10,500	49,875.00
		87,500	353,625.00

REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services, Eligible Vegetative Debris Removal.	Price per Tree	Estimated Total Units	TOTAL
6 inch to 12 inch diameter	75.00	20	1,500.00
13 inch to 24 inch diameter	100.00	50	5,000.00
25 inch to 36 inch diameter	200.00	20	4,000.00
37 inch to 48 inch diameter	300.00	10	3,000.00
49 inch and larger diameter	350.00	5	1,750.00
Hazardous Hanging Limb Removal larger than 2 inches diameter	55.00	1,500	82,500.00
		1605	97,750.00

REMOVAL OF ELIGIBLE HAZARDOUS STUMPS Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DDMS site or City Final Disposal Site. Contractor to backfill all stump holes.	Price per Stump	Estimated Total Units	TOTAL
25 inch to 36 inch diameter	250.00	8	2,000.00
37 inch to 48 inch diameter	300.00	4	1,200.00
49 inch and larger diameter	375.00	4	1,500.00
		16	4,700.00

TRANSPORT & DISPOSAL Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). City to designate specific materials to be collected as part of HHW program.	Price per CY	Estimated Total Units	TOTAL
	15.00	100	1,500.00

ELIGIBLE ROW WHITE GOODS DEBRIS REMOVAL Work consists of the removal of Eligible White Goods from the ROW to a designated City approved DDMS Site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of Eligible White Goods from the designated County approved DDMS site to an approved designated facility for recycling. Contractor shall record any revenue resulting from recycling efforts as a credit to the City on invoices.	Price per Unit	Estimated Total Units	TOTAL
Refrigerators, freezers, and other items requiring refrigerant recovery and decontamination	35.00	50	1,750.00
All other white goods	30.00	50	1,500.00
		100	3,250.00

ELIGIBLE E-WASTE ITEM REMOVAL Work consists of the recovery and disposal of televisions, computers, computer monitors unless otherwise specified in writing by the City.	Price per Unit	Estimated Total Units	TOTAL
Cost per unit	15.00	50	750.00

ELIGIBLE DEAD ANIMAL CARCASSESS Work consists of the recovery and disposal of dead animal carcasses.	Price per Unit	Estimated Total Units	TOTAL
Small animals less than 100 pounds	10.00	95	950.00
Large animals more than 101 pounds	15.00	5	75.00
		100	1,025.00

WATERWAYS DEBRIS REMOVAL Work consists of the removal, transportation and lawful processing and/or disposal of debris collected from waterways and drainage systems to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
Marine Based Operations - Cubic yard	55.00	800	44,000.00
Land Based Operations – Cubic yard	40.00	800	32,000.00
		1,600	76,000.00

SOIL/SAND/BEACH SCREENING Work consists of the collection of Eligible debris laden sand from City beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand pile, transportation of sand back to the City beach and shaping sand to final grade	Price per CY	Estimated Total Units	TOTAL
Cubic yard	10.00	100	1,000.00

Heavy Equipment (Operator Included)	Unit Price
Skid Steer Loader	$ 90.00
Backhoe	$ 120.00
Wheel Loaders	$ 130.00
Wheel Loaders	$ 140.00
Wheel Loaders	$ 150.00
Tracked Loader	$ 150.00
Towed Loader w/Tractor	$ 175.00
Self Loading Knuckle Boom Truck	$ 150.00
Self Loading Knuckle Boom Truck	$ 150.00
Dozer	$ 120.00
Dozer	$ 130.00
Dozer	$ 140.00
Dozer	$ 200.00
Dozer	$ 230.00
Excavators	$ 150.00
Excavators	$ 175.00
Excavators	$ 200.00
Tractor w/Box Blade	$ 125.00
Motor Grader	$ 200.00
Crane	$ 500.00
Bucket Truck	$ 150.00
Bucket Truck	$ 200.00
Trash Transfer Trailer w/Tractor	$ 100.00
Street Sweeper	$ 100.00
Water Truck	$ 100.00
Stump Grinder	$ 250.00
Chipper w/2 man crew	$ 550.00
12-Ft. Tub Grinder	$ 550.00
13-Ft. Tub Grinder	$ 550.00
14-Ft. Tub Grinder	$ 550.00
Equipment Transport w/Tractor	$ 150.00
Truck Mounted Winch	$ 150.00
Dump Truck	$ 120.00
Dump Truck	$ 150.00
Trailer Dump w/Tractor	$ 175.00
Trailer Dump w/Tractor	$ 200.00
Trailer Dump w/Tractor	$ 225.00
Trailer Dump w/Tractor	$ 250.00
Walking Floor Trailer w/Tractor	$ 300.00
Pickup Truck	$ 65.00
Pickup Truck	$ 75.00
Pickup Truck	$ 85.00
Box Truck	$ 125.00
Utility Van	$ 125.00
Passenger Van	$ 150.00
Passenger Car	$ 65.00

Superintendent w/Pickup Truck	$ 75.00
Supervisor w/Pickup Truck	$ 65.00
Safety or QC Manager w/Pickup Truck	$ 85.00
Mechanic w/Truck and Tools	$ 125.00
Climber w/Gear	$ 200.00
Operator w/Chainsaw	$ 35.00
Laborer w/Tools	$ 35.00
Traffic Control Personnel	$ 200.00
Clerical	$ 30.00
Administrative Assistant	$ 50.00
Crash Attenuator	$ 500.00

GRUBBS
EMERGENCY SERVICES - LLC

January 21, 2025

City of Blountstown Florida
Attention: Mrs. Traci Hall, City Manager
20591 Central Ave West
Blountstown, FL 32424

RE: 2nd Annual Contract Renewal for Disaster Recovery Services

NOTICE OF INTENTION TO RENEW CONTRACT

Dear Mrs. Traci Hall,

Grubbs Emergency Services, LLC is requesting approval for the renewal of the above referenced contract for the Second term of (1) year period to expire January 14, 2025. The same terms and conditions of the current contract will be applied to the extended contract.

In anticipation of the renewal of the contract to expire January 14, 2026, please sign below indicating your intention and send it back to my attention at your earliest convenience.

Grubbs Emergency Services, LLC looks forward to working with you and The City of Blountstown, Florida.

Sincerely,

John G. Grubbs, Managing Member
Grubbs Emergency Services, LLC
ggrubbs@grubbses.com

City of Blountstown Florida	Grubbs Emergency Services, LLC
Traci S. Hall	
Signature	Signature
Traci S. Hall, City Manager	John G. Grubbs, Managing Member
Printed Name & Title	Printed Name & Title
02/12/2025	1/21/2025
Date	Date

Agenda Item #10D
Electrical Repairs

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Electrical Repairs at Water Reclamation Facility
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	June 30, 2025
BACKGROUND:	In May 2024 a Beaches Energy employee discovered insulation to wires on the CONB-side of the water reclamation plant's transformer significantly damaged over multiple termination points. Limbaugh Electrical Contracting, Inc. made repairs at the transformer. Limbaugh evaluated all electrical equipment and terminations using thermal imaging technology to identify any "hot spots". Numerous immediate repairs were made, and less urgent items were cataloged. Limbaugh has provided a quote of $34,800.00 for this remaining work.
BUDGET:	As of 6.30.25, Sewer Repair and Maintenance (401-4335-535-30-46) FY25 Current Budget is $610,500.00 and Budget Available is $167,103.16.
RECOMMENDATION:	Award to Limbaugh Electric in the amount of $34,800.00
ATTACHMENT:	Quote from Limbaugh Electrical Contracting, Inc.

Limbaugh Electrical Contracting, Inc.

42 West 8th Street
Atlantic Beach, Florida 32233
Phone (904) 241-9051
Fax (904) 249-0703
EC 13002296

Jeremy@LimbaughElectrical.com

December 2, 2024

The City of Neptune Beach
2010 Forest Ave.
Neptune Beach, FL 32266
C/O Troy King
904-749-0079

Project; Waste Water Treatment Thermal Inspection Repairs

Labor and materials to complete the following from the thermal inspection completed by C.E. Testing;

Item # from C.E. Testing report;

1 – Replace Panel EP and breakers. Provide and install 1 – 250 amp 120/208 volt 3 phase main lug panel with new circuit breakers sized according to the circuit
2 – Replace Panel P and breakers. Provide and install 1 – 1,200 amp 120/208 volt 3 phase main breaker panel with a 900 amp main breaker and new circuit breakers sized according to the circuit
3 – Will be completed with #2
4 – Replace the 30 amp 600 volt fused disconnect in the belt press building
5 – Replace the size 2 motor starter in the belt press building
6 – Reattach the control panel in the belt press building
7 – Replace the existing 100 amp panel and circuit breakers in the belt press room
8 – Repaired on site during inspection
9 – Plug hub opening on top of blower #3 starter
10 – Replace the disconnect for the digester blower
11 – Install insulating barrier inside of the generator main breaker enclosure to insulate the wiring from the enclosure
12 – Repaired on site during inspection
13 – Remove the rusted heater, disconnect and wiring in the belt press room
14 – Replace the main breaker in the effluent electrical panel

The cost of this project as described above; $34,800.00

Thank you,

Jeremy Limbaugh
Vice President

Agenda Item #10E
Investment Policy

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Resolution No. 2025-13, Investment Policy
SUBMITTED BY:	Jaime Hernandez, Chief Financial Officer
DATE:	July 7, 2025
BACKGROUND:	The Finance and Auditors Selection Committee requested the Chief Financial Officer on May 28, 2025, to develop an Investment Policy that provides a methodology and guidelines to invest surplus funds as per State Statute 218.418, and Sec. 2-172 of the City Code of Ordinance. Council directed Mr. Hernandez to draft an Investment Policy at the June 2, 2025 Council meeting. It was discussed again at the June 27, 2025, Finance and Auditors Selection Committee.
BUDGET:	N/A
RECOMMENDATION:	Approve Resolution 2025-13, Approving the Investment Policy and authorize the Chief Financial Officer to invest surplus funds.
ATTACHMENT:	Investment Policy

RESOLUTION NO. 2025-13

A RESOLUTION OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING AN INVESTMENT POLICY TO ESTABLISH A METHODOLOGY TO INVEST SURPLUS FUNDS OF THE CITY OF NEPTUNE BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Neptune Beach authorized the Chief Financial Officer to invest surplus funds of the City of Neptune Beach as prescribed on Sec. 2-172 – Investment of Funds, of the City Code of Ordinance and established in an investment policy which is attached hereto and made part hereof as Exhibit A; and

WHEREAS, this Resolution provides guidance to ensure prudent management of public funds, and shall address, at a minimum, the issue of general investment objectives, types of instruments to be selected, maturity risk and diversification of investment institutions to be selected; and

WHEREAS, the Investment Policy complies with Florida Statutes, Section 218.415, which governs local government investments.

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

Section 1. The City Council hereby adopts the Investment Policy as outlined in the attached document, which includes objectives for safety, liquidity, and return on investment.

Section 2. In accordance with Section 218.415, Florida Statute, this investment policy applies to all funds under the control of the City of Neptune Beach, excluding pension funds and other specific funds governed by separate policies.

Section 3. The City Council hereby instructs the Chief Financial Officer to abide by the letter and instruction provided and hereby adopt the investment policy.

Section 4. The Chief Financial Officer or his/her designee is hereby authorized to invest surplus funds as provided herein.

Section 5. This Resolution shall take effect immediately upon passage by the City Council and signature of the Mayor.

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

Done and adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held this 7th day of July 2025.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

Paul Waters, City Attorney

CITY OF NEPTUNE BEACH, FLORIDA

INVESTMENT POLICY

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SCOPE

The purpose of this investment policy is to outline responsibilities, set investment goals, establish strategies to achieve stated objectives, establish internal controls and operational procedures, and prepare method of performance measurement.

The investment policy applies to all funds held by or for the benefit of the City of Neptune Beach (CONB) more than those required to meet short-term expenses. These funds include the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Trust & Agency Funds, and Enterprise Funds (Water & Sewer Funds, Sanitation Funds, Stormwater Fund, Paid Parking Fund & Internal Service Fun) and any other fund created by the City unless specifically exempted by Ordinance or Resolution.

Pooling of Funds

Except for cash in certain restricted and special funds, the City will consolidate cash and reserves balances from all funds to maximized investment earnings and to increase efficiencies with regards to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

INVESTMENT OBJECTIVES

The City's overall investment objectives are, in order of priority, the safety of the principal, liquidity of funds and maximizing investment income. The following investment objectives shall be applied to the management of all the City's funds.

A. THE SAFETY OF PRINCIPAL:

The City's investment strategy will ensure the preservation of principle in the portfolio(s). Each investment transaction shall seek to avoid losses in the form of investment risk.

Investment risk may be in the form of default risk, market risk or operating risk. Default risk is controlled by purchasing securities issued by entities of high credit quality. Market risk is controlled by maintaining a sufficient level of liquidity thereby limiting the necessity of selling instruments at a loss. Operating risk is controlled by strict adherence to sound operating procedures.

B. THE LIQUIDITY OF FUNDS:

The City investment strategy should provide sufficient liquidity to meet the City's operating payroll and other requirements. This liquidity is in the form of investments, which are readily convertible to cash with no loss of principal. The policy of the City of Neptune Beach is to meet liquidity requirements and to place remaining funds in yield investments.

C. THE MAXIMIZATION OF INVESTMENT INCOME:

When investing public funds, the City shall strive to maximize portfolio income, but this shall be secondary to the stated requirements for safety and liquidity. The City will act responsibly as custodians of the public trust.

INVESTMENT STRATEGIES

As a rule, the City will seek to adhere to a buy-and-hold strategy. This means that the City intends to hold all purchased securities until their final maturity date. There may be occasional exceptions, including but not limited to the need to sell securities to meet unexpected liquidity needs as well as sales relating to swap transactions, which are described below. In no instance shall the City enter a security "short sale", whereby a security which is not owned by the City is sold with the intent to purchase that security at a lower price prior to settlement. In addition, the City shall not seek to purchase any security with the intent to sell the security later in order to generate a capital gain.

The following strategies may be used to maximize return on investments:

A. Matching Maturities to Known Cash Needs

The maturity of investments will be matched to known cash needs and anticipated net cash outflow requirements.

B. Maturity Extension

A positive sloping or "normal" yield curve rewards longer-term investments. All purchase decisions that do not involve matching known cash needs will be based on an analysis of the relative yield benefit to lengthening the maturity.

C. Determination of an Investment's Relative Value

By following historical spread relationships between different security types and issuers, it is possible to determine the securities that offer the best yield value on any given day. The City will seek to invest funds in the highest yielding investment security within known cash flow constraints and established policy guidelines.

D. Market Opportunities

Although money markets are generally efficient, there are opportunities for yield enhancement by selling securities that become unusually "expensive" or high in price and purchasing similar securities that are considered "cheap" or low in price. These "swap" opportunities often occur as the spreads between different types of securities narrows or widen.

E. Anticipating Market Changes

Although it is not possible to consistently predict market trends, an understanding of the factors that affect the market is important when determining optimal maturity for the portfolio. Trading is not to be made solely based on interest rate forecasts, but specific decisions involving maturity dates should consider short-term market expectations.

PERFORMANCE MEASUREMENT

The investment performance of the City shall be evaluated quarterly by comparison to established benchmarks. The selection of the benchmarks will be based upon the investment strategy and length of the investment portfolio and shall be approved by the Chief Financial Officer and the Finance and Audit Selection Committee. One of the selected benchmarks will be the six-month average of the 180-day T-bill. This index is considered a benchmark for riskless investment transactions and therefore comprises a standard for short-term investment of public funds.

PRUDENCE AND ETHICAL STANDARDS

The "prudent person" standard shall be used by the investment official in the management of the overall investment portfolio.

The "prudent person" standard is understood to mean the following: investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

Employees involved in the investment program shall refrain from personal business activities that could conflict with proper execution of the investment decisions. Employees and investment officers shall subordinate their personal investment transactions to those of the City, particularly regarding the timing of purchases and sales.

AUTHORIZED INVESTMENTS

The City's investment authority is derived from Florida Statutes §218.415 and by City Code of Ordinance. Time Deposits made in banks and savings and loan associations must be made with qualified public depositories in accordance with Chapter 280, Florida Statutes. The City shall purchase or sell investment securities at prevailing market rates.

Investments not listed in this section are strictly prohibited. Authorized instruments are as follows.

Investments Authorized by Florida Statutes §218.415:

A. The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act.
B. The Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
C. Interest-bearing time deposits or savings accounts in qualified public depositories, pursuant to Florida Statutes §280.02, which are defined as banks, savings bank, or savings association organized under the laws of the United States with an office in this state that is authorized to receive deposits and has deposit insurance under the provisions of the Federal Deposit Insurance Act.
D. Direct obligations of the United States Treasury.
E. Federal agencies and instrumentalities.
F. Rated or unrated bonds, notes or instruments backed by the full faith and credit of the government of Israel.
G. Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, provided that the portfolio is limited to the obligations of the United States government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian;

Investments Authorized by City Ordinance:

A. Commercial paper of prime quality with a stated maturity of 270 days or less from the date of its issuance, which has the highest letter and numerical rating from at least two rating agencies which are Standard & Poor's (A1), Moody's (P1), or Fitch (F1).

B. Bankers Acceptances, which have a stated maturity of 180 days or less from the date of its issuance and have the highest letter and numerical rating from at least two rating agencies which are Standard & Poor's (A1), Moody's (P1), or Fitch (F1), and are drawn on and accepted by commercial banks and which are eligible for purchase by the Federal Reserve Bank.

C. Investments in Repurchase Agreements ("Repos") collateralized by securities authorized within this policy. All Repos shall be governed by a standard SIFMA Master Repurchase Agreement.

D. Securities Lending - Securities or investments purchased or held under the provisions of this section may be loaned to securities dealers or financial institutions, provided the loan is collateralized by cash or securities having a market value of at least 102 percent of the market value of the securities loaned upon initiation of the transaction; and

E. Municipal Securities, issued by U.S. state or local governments, having at time of purchase, a stand-alone credit rating of AA or better assigned by two or more recognized credit rating agencies or a short-term credit rating of A1 / P1 or equivalent from one or more recognized credit rating agencies.

PORTFOLIO COMPOSITION

The following are the guidelines for investments and limits on security issues, issues and maturities as established by the City. The City shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Purchases of investments based on bond covenant requirements shall not be included in the portfolio's composition calculations.

A. The Local Government Surplus Fund Trust Fund.

Portfolio Composition

A maximum of 50% of the portfolio may be invested in the Local Government Surplus Fund Trust Fund, however, bond proceeds may be temporarily deposited in the Local Government Surplus Fund Trust Fund until alternative investments have been purchased. Prior to any investment in the Local government Surplus Fund Trust Fund, staff will receive the approval of the Board.

B. The Securities and Exchange Commission registered money market funds.

Portfolio Composition - A maximum of 30% of the portfolio may be invested in SEC-registered money market funds; however, at no time shall more than 10% of the portfolio be invested in any single money market fund.

C. Interest-bearing time deposits or demand accounts.

Portfolio Composition - A maximum of 20% of the portfolio may be invested in non-negotiable interest-bearing certificates of deposit (CDs) or collateralized demand accounts.

Limits on Individual Issuers - A maximum of 5% of the portfolio may be deposited with any one issuer. Interest must be paid at least quarterly.

Maturity Limitations – 12 months

D. Direct obligations of the United States Treasury

Portfolio Composition - No limit.

Maturity Limitations - The maximum maturity of any direct investment in government securities is five (5) years, except for the underlying securities of repurchase agreements.

E. Federal Agencies and Instrumentalities.

1. Portfolio Composition - No limit.

2. Limits on Individual Issuers - No limit.

   Maturity Limitations - five (5) years

Limitations on Callable Agencies - Investment in agencies containing call options shall be limited to a maximum of 25% of the total portfolio.

F. Bonds, notes, or instruments backed by the full faith and credit of the government of Israel with an A rating or above or equivalent rating by at least two accredited ratings agencies.

1. Portfolio Composition -A maximum of 3% of the portfolio may be invested in bonds backed by the full faith and credit of the state of Israel.

2. Maturity Limitations - The maximum length to maturity invested in bonds backed by the full faith and credit of the state of Israel is five (5) years.

G. Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940,

Portfolio Composition - A maximum of 5% of the portfolio may be invested in open-end or closed-end funds.

H. Commercial paper of Prime quality of the highest letter and numerical rating as provided for by at least one nationally recognized rating service.

Portfolio Composition - A maximum of 50% of the portfolio may be direct invested in prime commercial paper.

Maturity Limitations - 270 days

I. Bankers Acceptances drawn on and accepted by Commercial banks and which are eligible for purchase by the Federal Reserve Bank.

Portfolio Composition - A maximum of 25% of the portfolio may be directly invested in bankers' acceptances shall not exceed 60% of the total portfolio.

Limits on Individual Issuers - A maximum of 10% of the portfolio may be invested with any single issuer.

Maturity Limitations - 180 days

J. Investments in Repurchase Agreements fully collateralized with securities authorized by this Resolution.

Portfolio Composition - A maximum of 20% of the portfolio may be invested in repurchase agreements. Excluding one day agreements.

Limits on Individual Counterparties - A maximum of 10% of the portfolio may be invested with any single institution or dealer. Excluding one day agreements.

Maturity Limitations - 14-day single term; an open repo may be rolled over daily without limit.

The collateral shall be marked-to-market daily.

*The **above portfolio composition guidelines do not apply to the investment of bonds proceeds in Flexible Repurchase Agreements.***

K. Investment in Derivative Products shall be prohibited by the City of Neptune Beach. For purposes of this investment policy, callable agency securities are excluded from the definition of derivative products.

L. Municipal securities rated AA or better

Portfolio Composition - A maximum of 25% of the portfolio may be directly invested in municipal obligations.

Limits on Individual Issuers - A maximum of 5% of the portfolio may be invested with any one municipal issuer.

Maturity Limitations - 24 months.

MATURITY AND LIQUIDITY REQUIREMENT

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Current operating funds shall maintain a weighted-average maturity of no longer than 12 months. Investments for bond reserves, construction funds, and other non-operating funds shall have a term appropriate to the need funds and in accordance with debt covenants. No single investment maturity in the portfolio may exceed five (5) years.

DIVERSIFICATION AND RISK

The City will set procedures to control risks and diversify investments regarding specific security types, maturities, issuers and financial institutions. Investment risk can result from issuer defaults, market fluctuations or other technical complications leading to temporary illiquidity.

Portfolio diversification is employed to control the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Prudence shall be exercised in the selection of securities as a way to minimize default risk. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio. In the event of specific issuer default, the investment officer shall review, and if

appropriate, liquidate securities that have comparable credit risk. To control market risk, volatile investment instruments shall be avoided.

AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Securities may be purchased only through financial institutions that are state-certified qualified public depositories that provide the services of a securities dealer or a broker/dealer who is a member of the Financial Industry Regulatory Authority (FINRA) and who meets the capital adequacy standard established by the Federal Reserve Bank of New York.

Repurchase agreement may be negotiated with:

A. A Primary Dealer as designated by the New York Branch of the Federal Reserve Bank.

B. Financial institutions that are qualified public depositories under state law, or

C. Commercial banks, insurance companies, or investment banking firms, including the holding companies of these institutions, whose rating on long-term debt is in the two highest rating categories by Moody's Investor Service or Standard & Poor's Corporation.

THIRD-PARTY CUSTODIAL AGREEMENTS

The City will execute a Custodial Safekeeping Agreement with a commercial bank. All securities purchased and/or collateral obtained by the City shall be property designated as an asset of the City and held in safekeeping. No withdrawal of such securities, in whole or in part, shall be made from safekeeping except as authorized by City staff.

Security transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a "Delivery-vs-Payment" (DVP) basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. All securities purchased by the City must be held for the credit of the City by a qualified public depository and must be kept by a depository in an account separately and apart from the assets of the financial institution. Securities purchased by the City must be held for the credit of the City in accordance with Florida Statutes §218.415.

MASTER REPURCHASE AGREEMENT

The City will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions will adhere to the requirements of the Master Repurchase Agreement.

COMPETITIVE BIDDING

City staff will determine the approximate maturity date of an investment based upon cash flow needs and market conditions, analyze, and select one or more optimal types of investments, and competitively bid the selected security to assure the best execution to the City. When bidding on an investment, a minimum of three (3) banks and/or dealers must be contacted and asked to provide bids on the securities in question. In instances in which competing dealers are not able to present a bid on the exact security in question, a security that is similar in terms of product type, structure and maturity is

acceptable. Bids will be held in confidence until awarded and the bid deemed to best meet the investment objectives of this policy must be selected.

INTERNAL CONTROLS AND OPERATIONAL PROCEDURES

The Chief Financial Officer shall establish and monitor a set of written internal controls designed to protect the City's funds and ensure proper accounting and reporting of securities transactions. The internal controls should be designed to prevent losses of funds which might arise from fraud, employee errors, misrepresentation by third parties, or imprudent actions by City employees. Such internal controls should include, but not be limited to, the following:

A. All security transactions shall be on a delivery-vs-payment (DVP) basis to ensure that funds or securities are not released until all criteria relating to the specific transaction are met unless the parties agree prior to the transfer of funds.

B. The City is authorized to accept, on behalf of, and in the name of the City of Neptune Beach, bank trust receipts or safekeeping confirmations as evidence of actual delivery of the obligations or securities in return for investment of funds.

C. Trust receipts or safekeeping confirmations shall fully describe the various obligations or securities held. The receipt or confirmation shall state that the investment is held in the name of the City of Neptune Beach.

D. The actual obligations or securities, whether in book-entry or physical form, on which trust receipts or confirmations are issued, may be held by the custodial bank and/or institution or a designated correspondent bank which has a correspondent relation to the City custodian.

E. Other internal controls are:
    a. Written documentation of telephone transactions.
    b. Adequate separation of duties.
    c. Custodial safekeeping.
    d. Supervisory control of employee action and operation review.
    e. Portfolio statistics and reporting on a monthly basis.

F. All daily investment activity must be reviewed by the Chief Financial Officer.

The Chief Finance Officer shall designate qualified staff to initiate financial transactions on behalf of the City.

The City's independent auditors shall review the system of internal controls as part of the City's annual financial audit. *The audit shall also include a report on the City's*

compliance by the City with Florida Statutes §218.415.

INVESTMENT REPORTING

Monthly, a portfolio report shall be provided to the City Council by the Chief Financial Officer. Quarterly, the Chief Financial Officer on the portfolio performance to the Finance and Auditor Selection Committee. The

report shall include a breakdown of the portfolio by class or type, book value, income earned, and market value as well as its overall statistical performance during that period. Annually, a portfolio performance report shall be presented to the City Council within 180 days of the fiscal year end.

INVESTMENT TRAINING

The City officials responsible for making investment decisions must annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.