<u>AGENDA</u> (Amended)
<u>Special, Workshop & Town Hall City Council Meeting</u>
<u>Monday, September 15, 2025, 6:00 P.M.</u>
<u>Council Chambers, 116 First Street, Neptune Beach, Florida</u>

1. <u>CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE</u>

2. <u>ORDINANCE NO. 2025-12, FINAL MILLAGE RATE, SECOND READ AND PUBLIC HEARING</u>. An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year Beginning October 1, 2025, and ending September 30, 2026; Setting Forth Certain Information Regarding "Rolled-Back Rate"; Directing the City Manager to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; and Providing an Effective Date. p. 3

3. <u>ORDINANCE NO. 2025-13, FINAL BUDGET, SECOND READ AND PUBLIC HEARING</u>. An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Budget and Appropriating Funds for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026; and Providing an Effective Date. p. 6

4. <u>ORDINANCE NO. 2025-15, SECOND READ AND PUBLIC HEARING</u>, An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2, Administration By Enacting Section 2-256, by Allowing for Creation of Non-Profit Business Entities; Providing Codification, Conflicts, Severability, and Providing An Effective Date. p. 57

5. <u>ORDINANCE NO. 2025-16, FIRST READ AND PUBLIC HEARING,</u> An Ordinance of the City of Neptune Beach, Florida, Amending And Revising Chapter 27; By Revising Article XIII, Parking And Loading, Section 27-541, Payment In-Lieu of Providing Off-Street Parking in the Central Business District; and by Creating Section 27-481, Establishing Procedures For Entering Into Leases with Businesses for Utilizing City Parking Spaces for Dumpsters and Other Uses; Providing Severability; Providing for Repeal of Laws In Conflict; and Providing for an Effective Date. p. 72

6. <u>RESOLUTION NO. 2025-17</u>, A Resolution of the City Council of the City of Neptune Beach, Florida, Establishing Payment In-Lieu of Providing Off-Street Parking in the Central Business District and Providing An Effective Date. p. 81

7. <u>DEPARTMENTAL ITEMS TO BE CONSIDERED:</u>

   A. Agreement Between The Florida State Lodge, Fraternal Order of Police, Inc. and the City of Neptune Beach p. 83

   B. Lifeguard Station Refresh p. 126

   C. 3rd Street at Florida Boulevard Gravity Sanitary Sewer Pipe Failure Repair p. 154

8. <u>ADJOURN</u>

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING THE ABOVE SPECIAL MEETING

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

   A. Police Officers' Retirement System COLA Discussion p. 157
   B. Hurricane Preparedness & Post-Storm Permitting Operations. p. 161

7. PUBLIC COMMENTS
8. COUNCIL COMMENTS
9. ADJOURN

TOWN HALL MEETING IMMEDIATELY FOLLOWING THE ABOVE WORKSHOP

1. CALL TO ORDER / ROLL CALL
2. PUBLIC COMMENTS – OPEN TOPICS
3. 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

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

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

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

Special Meeting
Agenda Item #2
Millage Rate

INTRODUCED BY: **ORDINANCE NO. 2025-12**

MAYOR CORI BYLUND, VICE MAYOR NIA LIVINGSTON, COUNCILOR TIM HORVATH, COUNCILOR BRENT ROGERS, COUNCILOR JOSH MESSINGER

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING THE FINAL MILLAGE RATE AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; SETTING FORTH CERTAIN INFORMATION REGARDING "ROLLED-BACK RATE"; DIRECTING THE CITY MANAGER TO ADJUST THE ADOPTED MILLAGE RATE IN THE EVENT OF CHANGES IN THE ASSESSMENT ROLL AND TAXABLE VALUE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Neptune Beach has held a public hearing on the tentative budget and proposed millage rate for the 2025-2026 fiscal year, and has adopted a tentative budget and proposed millage rate necessary to fund the tentative budget; and

WHEREAS, the City of Neptune Beach proposed by separate ordinance to finally adopt a budget and make appropriations for various funds for the City of Neptune Beach for fiscal year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, the budget as proposed will require revenues be raised and collected by ad valorem tax levy.

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

SECTION 1. Revenues shall be raised and collected for the City of Neptune Beach by ad valorem taxes for fiscal year beginning October 1, 2025, and ending September 30, 2025, as follows:

A. There is hereby levied on all nonexempt property within the City of Neptune Beach an ad valorem tax of 3.3656 mills for operational purposes, and an ad valorem tax of 0.0000 mills for debt service, making a total of 3.3656 mills.

B. Such millage shall be levied upon the dollar amount of the assessed valuation of all nonexempt taxable property in the City of Neptune Beach as returned by the Duval County Property Appraiser as shown in the 2025 assessment roll for the City, allowing homestead and other lawful exemptions. All such taxes so specified and levied are ordered extended upon the assessment roll to show the tax attributable to all taxable property, and shall be collected by the Duval County Tax Collector as provided by law.

SECTION 2. The ad valorem taxes hereby levied are for the purpose of raising funds, revenues and monies to be used, set aside, and exempted for the functions and purposes of the municipal government of the City of Neptune Beach pursuant to the provisions of the City Charter and the laws of the State of Florida.

SECTION 3. The following information is set forth as required by Section 200.065(2)(d), Florida Statutes;

A. As to the entire City of Neptune Beach, the millage rate levied herein is 5.39 percent more than the "rolled-back rate," 3.1934, which represented the "percentage increase in property taxes" according to the characterization ascribed to said percentage by Florida law.

SECTION 4. Pursuant to Section 200.065(6), Florida Statutes, the City Manager is hereby authorized to adjust the adopted millage rate set forth herein if the taxable value within the jurisdiction of the City of Neptune Beach as certified by the property appraiser is at variance by more than one percent with the taxable value shown on the assessment roll to be extended, such that the taxes are computed by applying the adopted rate against the certified taxable value are equal to the taxes computed by applying the adjusted adopted rate to the taxable value on the roll extended, except that no adjustment shall be made to levies required by law to be a specific millage amount. The City Manager shall certify to the property appraiser of the aggregate change in the assessment roll and taxable value, if any, from that certified.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon its adoption by the City Council.

VOTE RESULTS OF FIRST PUBLIC HEARING AND READING:

Mayor Corrine Bylund	YES
Vice Mayor Nia Livingston	YES
Councilor Tim Horvath	YES
Councilor Josh Messinger	ABSENT
Councilor Brent Rogers	YES

Passed on First Reading this 3rd day of September, 2025.

VOTE RESULTS OF SECOND AND FINAL PUBLIC HEARING AND READING:

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

Passed on Second and Final Reading this ______ day of ________, 2025.

____
Corrine A. Bylund, Mayor

ATTEST:

____
Catherine Ponson, CMC
City Clerk

Approved as to form and contents:

____
Paul Waters, City Attorney

Special Meeting
Agenda Item #3
FY26 Budget

INTRODUCED BY: **ORDINANCE NO. 2025-13**

MAYOR CORI BYLUND, VICE MAYOR NIA LIVINGSTON, COUNCILOR TIM HORVATH, COUNCILOR JOSH MESSINGER, COUNCILOR BRENT ROGERS

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Neptune Beach has held a public hearing on its proposed millage rate and its tentative budget for the 2025-2026 fiscal year, and adopted a tentative budget and proposed millage rate necessary to fund the tentative budget; and

WHEREAS, a further public hearing will been held to adopt a final millage rate and to adopt a final budget.

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

SECTION 1. The budget for the City of Neptune Beach as attached, marked Exhibit "A", is hereby adopted as the proposed budget for fiscal year beginning October 1, 2025, and ending September 30, 2026.

SECTION 2. Funds are hereby appropriated in accordance with the City Charter as set forth in the proposed budget adopted above.

SECTION 3. The City Council may amend this budget in order to make any appropriations, transfers, authorizations, or adjustments by adoption of a Resolution.

SECTION 4. All funds appropriated for the 2024-2025 fiscal year which are encumbered, but unexpended as of the last day of the fiscal year, shall be deemed re-appropriated for the same purpose for the 2025-2026 fiscal year.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon its adoption, but the budget adopted hereby shall take effect as of October 1, 2025.

VOTE RESULTS OF FIRST PUBLIC HEARING AND READING:

Mayor Corrine Bylund	YES
Vice Mayor Nia Livingston	YES
Councilor Tim Horvath	YES
Councilor Josh Messinger	ABSENT
Councilor Brent Rogers	YES

Passed on First Reading this 3rd day of September, 2025.

VOTE RESULTS OF SECOND AND FINAL PUBLIC HEARING AND READING:

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

Passed on Second and Final Reading this ___ day of _______, 2025.

____
Corrine A. Bylund, Mayor

ATTEST:

____
Catherine Ponson, CMC
City Clerk

Approved as to form and contents:

____
Paul Waters, City Attorney

EXHIBIT A

City of Neptune Beach, Florida

PROPOSED BUDGET

FISCAL YEAR 2025-2026

City of Neptune Beach, Florida

Elected Officials

Cori Bylund – Mayor

Nia Livingston – Vice Mayor

Tim Horvath – Councilor

Brent Rogers – Councilor

Josh Messinger – Councilor

Appointed Officials

City Manager – Richard J. Pike

City Attorney – Paul Waters

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

Chief Information Officer – Ricardo Pizzarro

Public Works Director – Deryle Calhoun, Jr., P.E.

Community Development Director – Heather Whitmore, AICP, PTP

Senior Center Director – Leslie Lyne

Parks and Sustainability Director – Colin Moore

Background

The City of Neptune Beach 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 of Neptune Beach, Florida adopted by Laws of Florida Chapter 88-481, effective October 1, 1988.

Since 1989, the City has operated under an elected Mayor-Council form of government. The City Council is responsible for enacting the ordinances and resolutions that govern the City. The Mayor presides over public meetings and ceremonial events. The Council appoints the City Manager as the Chief Executive Officer; the City Manager is charged with the enforcement of all ordinances and resolutions passed by the Council. Department heads for Public Safety, Public Works and Finance are recruited by the City Manager. By special referendum the City Clerk became an appointed position in October 1999. The City Clerk is appointed by the City Council and serves as Clerk to the Council and is charged with the custody of all public records.

The City of Neptune Beach is located on Duval County's barrier island, adjacent to the Atlantic Ocean. The structure of government with the consolidated City of Jacksonville (Duval County) makes an uncommon relationship between the City of Neptune Beach and its county government. As an entity, the City of Neptune Beach exists as approximately 2.25 square miles bounded on the east by the Atlantic Ocean, the west by the Intra-Coastal Waterway, the north by Atlantic Beach and the south by Jacksonville Beach.

Since its inception in 1931, the City of Neptune Beach has grown to have a population of approximately 7,500. That growth is nearing its maximum capacity due to build-out of all available land. Less than 5% of the City's area is non-residential. A portion of that 5% includes two schools and six churches within the City limits.

Lacking industrial development, the limited commercial district is primarily retail, with restaurants occupying a considerable percentage of the commercial base. Neptune Beach is primarily a residential community. Tourism is minimal due to the residential character of the city and limited hotel accommodation. Town Center, the central business district joining Atlantic Beach and Neptune Beach at Atlantic Boulevard and the ocean, was completed in fiscal year 2001 transforming parking, lighting, landscaping, and brick-laid walkways.

The overall economic outlook for the City of Neptune Beach continues to mirror the economy of Florida.

General Budgetary Principles

The annual budget is the primary financial planning tool for the City. It sets forth management's estimate of available resources and describes the way in which those resources will be expanded. Like any plan, the budget is carefully monitored throughout the year to identify and address material variances. Since no plan can accurately predict all future events, management must have sufficient flexibility to adjust during the year without altering the general intent of the City Council as reflected in the adopted budget. The rules set forth below are intended to provide that control and flexibility.

- Formal budgetary integration is employed as a management control device during the year for the General Fund and the Special Revenue Funds. Formal budgetary integration is not employed by Debt Service or Enterprise Funds.
- The City maintains the legal level of budgetary control at the fund level in the General Fund and for all other governmental funds. Total expenditures for each fund may not exceed appropriations without approval by Council.
- The City Manager is authorized to transfer budgeted amounts between accounts within a fund at any time during the year. The City Manager may transfer unencumbered appropriate balances among line items within one department, or between departments within the same fund, provided that such transfer does not exceed the total appropriation for that fund.
- If uncontrollable circumstances cause deviations from budget in an amount greater than that which can be remediated through line-item transfer, flexibility and relief are provided by budget amendment procedures established by Florida Statutes. These statutes give the City Council the authority to adopt a budget and modify it as necessary during the fiscal year.
- The city also maintains an encumbrance accounting system to assist in budgetary control. At year-end, outstanding encumbrances are recorded as reservations of fund balance.

FUNDS

A fund is a fiscal and accounting entity with a self-balancing set of related accounts recording cash and other financial resources, related liabilities, residual equity or fund balance, and any changes therein, that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses the fund accounting system to make it possible for the City of Neptune Beach to both:

- Presents fairly and with full disclosure the funds and activities in conformity with generally accepted accounting principles (GAAP), and
- Determine and demonstrate compliance with finance-related legal and contractual requirements.

There are three broad categories of funds: governmental funds, proprietary funds, and fiduciary funds. Withing each of the three categories, the individual funds are further categorized by fund type. The City uses all the categories of funds just described.

GASB Statement No. 54, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments, sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise funds combined for the determination of major funds. Governmental and enterprise funds, which do not meet the criteria for reporting as major funds, are designated as nonmajor.

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 the 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 twelve individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and the better Jacksonville half-cent tax fund, which are major funds. Data from the other ten 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.

Major Governmental Funds:

General Fund: The General Fund is used to account for the resources devoted to financing the general services the City performs for its citizens, such as police, building and zoning, maintenance of streets and roads, and other services. Property taxes, sales taxes, franchise fees, fines and other sources of revenue used to finance the fundamental operations of the City are included in the General Fund. The General Fund is also charged with all the costs of operating for the government for which a separate fund has not been established. The financial resources of the General Fund are expended on current operations. Debt service and large capital projects are recorded in the Debt Service Fund and Capital Projects Fund respectively.

Better Jacksonville Half-Cent Tax Fund: The Better Jacksonville Half-Cent Tax Fund is the Duval County Gas Tax revenues to be used to support capital outlay projects and maintenance of local roads and drainage systems. This includes public transportation, maintenance of roadways, rights-of-ways, drainage systems, street lighting, bridge maintenance, traffic engineering, signs, pavement markings, equipment, structures for the storage of equipment, supporting personnel costs for maintenance of city streets and rights of way, and debt service on projects related to the above programs.

Non-Major Governmental Funds:

The City combines all non-major governmental funds 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. Police Education Fund, CDBG Fund, Convention Development Fund, Local Option Gas Tax, Radio Communication Trust Fund, Better Jax ½ Cent Tax, Holiday Decoration Fund, Street Improvement Fund, and Capital Improvement Funds.

Special Revenue Funds: As previously mentioned, the city maintains ten (10) small governmental funds. These funds are categorized as Special Revenue Funds. A special revenue fund is a fund that is used by government entities to accumulate proceeds from certain revenue sources whose use is restricted to specific purposes or activities. The primary reason for establishing such a fund is to demonstrate accountability and transparency when tracking cash inflows and outflows for special purposes. Through a special revenue fund, the government ensures it maintains the accountability of specially allocated funds.

Under GASBS 54, restricted or committed resources should continually comprise a large part of the reported inflows in the special revenue fund. The government may also report other proceeds, such as earnings from investments or transfers from other funds, provided the proceeds are expended in accordance with their purpose.

> If a significant portion of the inflows are not expected to come from the committed revenue sources, the government is obliged to stop reporting a special revenue fund. Rather, the fund's remaining proceeds should be reported to the general fund.

Proprietary Funds:

The second category of funds is the enterprise fund. The City maintains five enterprise funds and three internal service funds. Proprietary funds are used to report activities that are like business-type enterprises in the government-wide financial statements.

> **Enterprise Funds:** The City uses enterprise funds to account for its water and sewer funds, the sanitation fund, stormwater fund, and the paid parking fund. These 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, and the stormwater fund, which are considered major funds of the City. The paid parking fund is reported as a non-major fund.
>
> **Internal Service Funds**: Internal service funds provide services to other city departments and charge a fee to provide such services. The City uses three Internal service funds to account for the operations of Information Technologies, Central Purchasing, and Payroll services. Revenues and expenses are of the same value. Budgeted revenues have equal

budgeted expenses in other operating funds, which is basically budget neutral and does not represent a change in fund balance.

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.

Pension Fund: The city has one pension fund that accounts for the defined pension plan for the police. The fund balance is restricted to making payments for current and future retirees.

Appropriation and Encumbrances

In all funds, encumbrances outstanding at year-end are reported as reservations of fund balances and do not constitute expenditures or liabilities because the commitments will be honored during the subsequent year. Encumbered appropriations are carried forward into the subsequent year's budget without being re-budgeted. All unencumbered appropriations, except project budgets, lapse at the end of each fiscal year. Unencumbered project budgets are carried forward for the life of the project.

An encumbrance is an estimated open amount of expenditure commitment to a transaction created in the General Ledger, such as purchase order (PO), contract, or any other expected expenditure chargeable to an appropriation. An encumbrance is used for budgetary purposes and is not considered an actual expense and is not included in the actual expense balance.

Appropriation is a decision made by the City Council representing the maximum amount of expenditure that allows the city to incur in obligations and to make payments for a specific purpose with a specific sum of money (*fund*), or indefinite sum of money for a long-term commitment.

Fiscal Year 2025-2026

Budget Summary

	General Fund	Special Revenue Funds	Enterprise Funds	Total	Percentage
REVENUES					
Taxes	$ 5,016,194	$ 1,005,000	$ -	$ **6,021,194**	22.21%
Franchise Fees	824,300	-	-	**824,300**	3.04%
Licenses & Permits	436,520	-	-	**436,520**	1.61%
Intergovernmental Revenues	2,199,375	93,000	-	**2,292,375**	8.45%
Charges for Services	44,125	71,328	10,274,179	**10,389,632**	38.32%
Fines & Forfeiture	71,596	44,995	-	**116,591**	0.43%
Investment Income	210,000	-	-	**210,000**	0.77%
Rents & Royalties	30,657	-	-	**30,657**	0.11%
Disposition of Surplus Property	30,000	-	-	**30,000**	0.11%
Miscellaneous Revenues	194,665	-	-	**194,665**	0.72%
Donations	-	99,062	-	**99,062**	0.37%
Transfer In from Other Funds	1,882,479	(2,332,479)	450,000	**-**	0.00%
Appropriated Fund Balance	792,072	2,332,479	3,345,296	**6,469,847**	23.86%
	$ 11,731,983	**$ 1,313,385**	**$ 14,069,475**	**$ 27,114,843**	100.00%
EXPENDITURE BY DEPARTMENT					
General Government	$ 976,860	$ 910,000	$ -	$ 1,886,860	9.48%
Public Safety	5,909,062	-	-	5,909,062	29.69%
Public Works	1,303,161	85,000	-	1,388,161	6.97%
Culture/Recreation	882,018	215,750	-	1,097,768	5.52%
Physical Environmental	-	-	215,750	215,750	1.08%
Other Uses	-	102,635	-	102,635	0.52%
Water & Sewer	-	-	4,365,530	4,365,530	21.93%
Sanitation	-	-	2,611,042	2,611,042	13.12%
Stormwaters	-	-	1,009,040	1,009,040	5.07%
Parking	-	-	674,767	674,767	3.39%
Information Technologies	-		644,300	644,300	3.24%
	$ 9,071,102	**$ 1,313,385**	**$ 9,520,430**	**$ 19,904,917**	100.00%
Non Operational Revenues/Expenses					
Debt Service	$ -	$ -	$ 340,586	$ 340,586	100.00%
	$ -	**$ -**	**$ 340,586**	**$ 340,586**	100.00%
Capital Outlays					
Building Improvements	$ 818,072	$ -	$ -	$ 818,072	11.98%
Infrastructure-Other than Buildings	1,393,000	-	3,685,215	$ 5,078,215	74.39%
Machinery & Equipment	449,809	-	480,000	$ 929,809	13.62%
	$ 2,660,881	**$ -**	**$ 4,165,215**	**$ 6,826,096**	100.00%
Total Expenditures	**$ 11,731,983**	**$ 1,313,385**	**$ 14,026,231**	**$ 27,071,599**	
Surplus/(Deficit)	**$ -**	**$ -**	**$ 43,244**	**$ 43,244**	**0.16%**

GENERAL FUND

GENERAL FUND BUDGET SUMMARY

DESCRIPTION		AMOUNT	PERCENTAGE OF REVENUE
REVENUES			
Property Taxes	$	5,016,194	42.76%
Franchise Fees		824,300	7.03%
Licenses & Permits		436,520	3.72%
Intergovernmental Revenues		2,199,375	18.75%
Charges for Services		44,125	0.38%
Fines & Forfeiture		71,596	0.61%
Investment Income		210,000	1.79%
Rents & Royalties		30,657	0.26%
Disposition of Surplus Property		30,000	0.26%
Miscellaneous Revenues		194,665	1.66%
Transfer In from Other Funds		1,882,479	16.05%
Appropriated Fund Balance		792,072	6.75%
	$	**11,731,983**	**100.00%**
EXPENDITURES BY CATEGORY			
Personnel	$	6,757,971	57.60%
Operational		2,313,131	19.72%
Capital Outlay		2,660,881	22.68%
	$	**11,731,983**	**100.00%**
EXPENDITURE BY DEPARTMENT			
Mayor & City Council	$	4,796	0.05%
City Manager		37,239	0.41%
Finance		100,820	1.11%
Legal		15,870	0.17%
Non-Departmental		65,100	0.72%
City Clerk		32,432	0.36%
Community Development		720,604	7.94%
Police Department/Public Safety		5,801,300	63.95%
Animal Control		107,762	1.19%
Public Works		1,303,162	14.37%
Ocean Rescue		326,018	3.59%
Park & Sustainability		556,000	6.13%
TOTAL EXPENDITURES BY DEPARTMENT	**$**	**9,071,102**	**100.00%**
Capital Outlay			
Buildings	$	818,072	30.74%
Infrastructure		1,393,000	52.35%
Machinery & Equipment		449,809	16.90%
TOTAL CAPITAL OUTLAY	**$**	**2,660,881**	**100.00%**
TOTAL GENERAL FUND BUDGET	**$**	**11,731,983**	

GENERAL FUND REVENUE DETAIL

Account	Description	Adopted Budget FY2023-24	Adopted Budget FY2024-25	Proposed Budget FY2025-26
001-0000-311-10-10	REAL PROPERTY TAXES	$ 4,156,073	$ 4,534,453	$ 4,837,181
001-0000-311-10-20	PERSONAL PROPERTY TAXES	76,234	93,724	94,013
001-0000-311-20-10	DELINQUENT REAL PROPERTY	-	85,000	85,000
	Subgroup : [311] Taxes	**$ 4,232,307**	**$ 4,713,177**	**$ 5,016,194**
001-0000-313-10-00	JAX BEACH ELEC. FRANCHISE	$ 210,000	$ 250,000	$ 285,000
001-0000-313-40-00	GAS FRANCHISE	1,400	2,500	2,500
001-0000-313-60-00	SANITATION FRANCHISE	125,500	246,800	246,800
001-0000-314-20-00	TELECOMMUNICATIONS TAX	270,000	285,000	290,000
	Subgroup : [323] Franchise Fees	**$ 606,900**	**$ 784,300**	**$ 824,300**
001-0000-321-10-00	PROFESSIONAL/OCCUPATIONAL. LICENSES	$ 15,000	$ 30,000	$ 35,000
001-0000-322-10-00	BUILDING PERMITS	205,000	220,000	285,000
001-0000-322-20-00	PLAN REVIEW FEES	75,000	80,000	108,000
001-0000-322-20-10	Fire Plan Review Fees	-	4,800	7,920
001-0000-322-30-00	Building Department Credit Card Fees	-	-	-
001-0000-329-10-00	INSPECTION FEES	1,500	250	600
	Subgroup : [322] Licenses and Permits	**$ 296,500**	**$ 335,050**	**$ 436,520**
001-0000-331-20-00	Federal Grant - Public Safety	$ 48,000	$ 48,000	$ 62,000
001-0000-331-00-00	Other Grants-PD	-	-	126,360
001-0000-334-40-10	REIMBURSABLE GRANTS	-	-	380,000
001-0000-335-11-20	11 CENT CIG. TAX/REV. SHARING	222,336	245,000	250,000
001-0000-335-15-00	ALCOHOLIC BEVERAGE. LICENSES	8,800	-	8,500
001-0000-335-18-00	LOCAL HALF CENT SALES TAX	953,450	965,000	950,000
001-0000-335-19-00	MOTOR FUEL TAX REBATE	2,400	450	900
001-0000-337-20-12	FDOT GRANT	37,500	37,500	44,500
001-0000-337-20-30	911 USER FEES	119,799	90,000	85,000
001-0000-337-30-20	FLORIDA BLVD. MAINTENANCE	37,500	37,500	37,500
001-0000-337-70-10	LIFEGUARD/BEACH CLEAN-UP	240,000	247,200	254,615
	Subtotal [330] Intergovernmental Revenue	**$ 1,669,785**	**$ 1,670,650**	**$ 2,199,375**
001-0000-341-20-10	BOARD OF APPEALS FEES	$ 1,500	$ 2,500	$ 1,250
001-0000-341-20-20	PLANNING REVIEW BOARD FEE	3,500	20,000	30,000
001-0000-341-20-30	SALE OF MAPS/PUBLICATIONS	-	-	-
001-0000-341-20-40	LIEN LETTERS	5,500	5,500	7,500
001-0000-341-20-45	NOTARY FEES	-	-	-
001-0000-341-20-50	COPIES	500	250	1,000
001-0000-341-20-60	ID & FINGERPRINT CHARGES	50	-	-
001-0000-341-20-90	ZONING VERIFICATION CHARGES	100	-	4,250
001-0000-341-55-00	ELECTION QUALIFYING FEES	-	-	-
001-0000-342-90-20	INCIDENT REPORTS	250	250	125
	Subgroup : [341] Charges for Services	**$ 11,400**	**$ 28,500**	**$ 44,125**
001-0000-351-10-00	COURT FINES	$ 15,000	$ 15,000	$ -
001-0000-354-10-00	PARKING TICKETS	8,200	12,500	10,250
001-0000-354-10-10	Red Light Camera Tickets	-	-	49,000
001-0000-354-20-00	ALARM VIOLATIONS	25	25	-
001-0000-354-30-00	ANIMAL CONTROL VIOLATIONS	3,003	1,000	-
001-0000-354-40-00	CODE ENFORCEMENT VIOLATIONS.	12,750	10,500	12,346
	Subgroup : [354] Fines and Forfeitures	**$ 38,978**	**$ 39,025**	**$ 71,596**
001-0000-361-10-00	INTEREST ON INVESTMENTS	$ 200.00	$ 230,000	$ 210,000

Account	Description	Adopted Budget FY2023-24	Adopted Budget FY2024-25	Proposed Budget FY2025-26
001-0000-361-20-00	STATE BOARD ADMIN INTEREST	-	$ -	$ -
	Subgroup : [361] Investment Income	**$ 200.00**	**$ 230,000**	**$ 210,000**
001-0000-362-10-00	CELLULAR TOWER RENTALS	$ 50,000	$ 51,500	$ -
001-0000-362-20-00	FOP LODGE RENTAL (Not in Use)	-	-	-
001-0000-362-35-00	BREWHOUND RIGHT-OF-WAY LEASE	2,400	2,400	2,400
001-0000-362-40-00	FISH CAMP SIDEWALK RENTAL	4,934	4,934	4,934
001-0000-362-43-00	HAWKERS NEPTUNE BEACH SIDEWALK LEASE	2,923	2,923	2,923
001-0000-362-45-00	JAX SURF & PADDLE AND FLYING IGUANA LEASES	6,000	6,000	6,000
001-0000-362-47-00	SOUTHCOAST BEACHES SIDEWALK RENT	2,400	2,400	2,400
001-0000-362-50-00	GARDEN LEASE	-	-	-
001-0000-362-52-00	THE LOCAL DUMPSTER PAD RENTAL	6,000	6,000	6,000
001-0000-362-60-00	GREEN MARKET LEASE PAYMENT	-	-	-
001-0000-362-75-00	NEPTUNE HOUSE RENTALS	6,500	5,000	6,000
	Subgroup : [362] Rents and Royalties	**$ 81,157**	**$ 81,157**	**$ 30,657**
001-0000-364-10-00	SURPLUS EQUIPMENT SALES	$ 15,000	$ 30,000	$ 30,000
001-0000-364-20-00	INSURANCE PROCEEDS	-	-	-
	[364] Sales - Disposition of Fixed Assets	**15,000**	**30,000**	**30,000**
001-0000-369-00-00	OTHER MISC. REVENUES	30,000	225,000	194,665
	Subgroup : [369] Miscellaneous Revenue	**$ 30,000**	**$ 225,000**	**$ 194,665**
001-0000-381-00-00	Interfund Transfers	$ 598,000	$ -	$ 225,000
001-0000-382-00-05	CONTRIB. FROM OTHER FUND-500	214,753	635,000	295,000
001-0000-382-10-00	CONTRIB. FROM OTHER FUNDS 108			52,979
001-0000-382-10-00	CONTRIB. FROM OTHER FUNDS 106			115,000
001-0000-382-20-00	CONTRIB. FROM OTHER FUND-107	300,000	-	435,000
001-0000-382-20-00	CONTRIB. FROM OTHER FUND-105	-	-	83,000
001-0000-382-20-00	CONTRIB. FROM OTHER FUND-109	-	-	646,500
001-0000-382-20-00	CONTRIB. FROM OTHER FUND-620			30,000
001-0000-389-10-00	APPROPRIATED FUND BALANCE	992,273	1,704,703	792,072
	Subgroup : [380] Other Financing Sources	**$ 2,105,026**	**$ 2,339,703**	**$ 2,674,551**
	TOTAL GENERAL FUND REVENUES	**$ 9,087,253**	**$ 10,476,562**	**$ 11,731,983**

MAYOR & COUNCIL

ACCOUNT	DESCRIPTION	Final Budget FY 2022-23	Final Budget FY 2023-24	Adopted Budget FY 2024-25	Proposed Budget FY 2025-26
001-1111-511-10-11	EXECUTIVE SALARIES	$ 27,000	$ 27,810	$ 28,783	$ 29,791
001-1111-511-10-21	FICA	1,900	2,127	2,202	2,279
001-1111-511-10-24	WORKER'S COMPENSATION	400	47	4,263	37
001-1111-511-10-25	MEDICARE	500	-	-	-
	Subgroup : [10] Personnel Services	**$ 29,800**	**$ 29,985**	**$ 35,248**	**$ 32,107**
001-1111-511-30-40	TRAVEL & PER DIEM	$ 1,500	$ 1,500	$ 1,200	$ 4,200
001-1111-511-30-41	COMMUNICATIONS SERVICES	1,570	1,570	4,500	4,500
001-1111-511-30-45	INSURANCE	1,450	1,494	6,180	1,000
001-1111-511-30-48	PROMOTIONAL & ADVERTISING	3,000	3,200	3,200	3,200
001-1111-511-30-51	OFFICE SUPPLIES	1,000	500	200	200
001-1111-511-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	1,500	1,500	1,500	1,550
001-1111-511-30-55	EDUCATIONAL COURSES	1,200	500	-	1,200
	Subgroup : [30] Operating Expenditures	**$ 11,220**	**$ 10,264**	**$ 16,780**	**$ 15,850**
	TOTAL OPERATING EXPENDITURES	**41,020**	**40,248**	**52,028**	**47,957**
	TRANSFER-OUT-G&A COST ALLOCATION	-	-	(40,241)	(43,161)
	TOTAL:	**$ 41,020**	**$ 40,248**	**$ 11,787**	**$ 4,796**
001-1111-511-60-62	BUILDING IMPROVEMENTS	$ -	$ -	$ -	$ -
001-1111-511-60-64	MACHINERY & EQUIPMENT	-	-	-	-
	Subgroup : [60] CAPITAL OUTLAY	**$ -**		**$ -**	**$ -**
	TOTAL:	**$ 41,020**	**$ 40,248**	**$ 11,787**	**$ 4,796**

CITY MANAGER

ACCOUNT	DESCRIPTION RESOURCE ALLOCATION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1112-512-10-12	REGULAR SALARIES	$ 122,350	$ 81,658	$ 224,645	$ 232,508
001-1112-512-10-14	OVERTIME	-	-	-	-
001-1112-512-10-15	SPECIAL PAY	500	500	1,200	1,200
001-1112-512-10-16	PTO EXPENSE	7,875	4,388	8,640	18,420
001-1112-512-10-18	COMP TIME			-	-
001-1112-512-10-21	FICA	7,750	6,882	18,581	17,879
001-1112-512-10-22	RETIREMENT CONTRIBUTIONS	8,500	6,053	15,137	18,697
001-1112-512-10-23	HEALTH INSURANCE	27,500	14,509	39,913	50,700
001-1112-512-10-24	WORKER'S COMPENSATION	250	150	413	366
001-1112-512-10-25	LIFE INSURANCE			2,351	3,591
001-1112-512-10-29	VEHICLE ALLOWANCE	1,800	3,500	8,400	-
	Subgroup : [10] Personnel Services	**$ 176,525.00**	**$ 117,640**	**$ 319,280**	**$ 343,361**
001-1112-512-30-31	PROFESSIONAL SERVICES	$ -	$ -	$ -	$ -
001-1112-512-30-34	OTHER CONTRACTUAL SERVICES	1,500	3,000	3,000	3,000
001-1112-512-30-40	TRAVEL & PER DIEM	4,000	7,000	7,000	7,000
001-1112-512-30-45	INSURANCE	7,575	17,534	17,750	7,075
001-1112-512-30-46	REPAIR & MAINTENANCE	2,900	-	-	-
001-1112-512-30-48	PROMOTIONAL & ADVERTISING	1,500	-	1,000	1,000
001-1112-512-30-51	OFFICE SUPPLIES	5,000	4,000	4,000	4,000
001-1112-512-30-52	OPERATING SUPPLIES	2,800	-	-	-
001-1112-512-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	6,200	2,500	2,500	2,500
001-1112-512-30-55	EDUCATIONAL COURSES	9,400	3,000	3,000	3,200
001-1112-512-30-57	VEHICLE REPAIR & MAINTENANCE	1,500	-	1,500	500
001-1112-512-30-58	GAS, OIL & LUBRICANTS	1,500	-	1,500	750
	VEHICLE ALLOWANCE		-	-	-
	Subgroup : [30] Operating Expenditures	**$ 43,875**	**$ 37,034**	**$ 41,250**	**$ 29,025**
	TOTAL OPERATING EXPENDITURE	**$ 220,400**	**$ 154,674**	**$ 360,530**	**$ 372,386**
	TRANSFER OUT-G&A COST ALLOCATION			(278,852)	(335,147)
	TOTAL:	**$ 220,400**	**$ 154,674**	**$ 81,678**	**$ 37,239**
001-1112-512-60-62	BUILDING IMPROVEMENTS	$ -		$ -	$ -
001-1112-512-60-64	MACHINERY & EQUIPMENT	-		35,000	-
	Subgroup : [60] CAPITAL OUTLAY	**$ -**		**$ 35,000**	**$ -**
	TOTAL:	**$ 220,400**	**$ 154,674**	**$ 116,678**	**$ 37,239**

FINANCE

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1113-513-10-12	REGULAR SALARIES	$ 126,750	$ 215,322	$ 653,863	$ 695,748
001-1113-513-10-14	OVERTIME	2,700	437	3,000	3,000
001-1113-513-10-15	SPECIAL PAY	600	945	2,400	1,800
001-1113-513-10-16	PTO	7,500	8,282	25,149	54,245
001-1113-513-10-18	COMP TIME	-	-	-	7,100
001-1113-513-10-21	FICA	9,000	17,206	52,358	54,872
001-1113-513-10-22	RETIREMENT CONTRIBUTIONS	9,100	15,073	45,770	40,535
001-1113-513-10-23	HEALTH INSURANCE	19,750	-	70,616	69,415
001-1113-513-10-24	WORKER'S COMPENSATION	225	940	2,752	1,322
001-1113-513-10-25	MEDICARE	2,100		-	-
001-1113-513-10-25	LIFE INSURANCE			6,331	7,741
001-1113-513-10-26	CAR ALLOWANCE	-	-	-	-
	Subgroup : [10] Personnel Services	**$ 177,725**	**$ 258,204**	**$ 862,239**	**$ 935,778**
001-1113-513-30-32	ACCOUNTING & AUDIT	$ 14,000	$ -	$ -	$ -
001-1113-513-30-34	OTHER CONTRACTUAL SERVICES	4,600	4,600	5,000	30,000
001-1113-513-30-40	TRAVEL & PER DIEM	5,500	5,500	6,000	7,000
001-1113-513-30-41	COMMUNICATION SERVICES	1,500	1,500	2,500	2,500
001-1113-513-30-42	POSTAGE (INC. FED EX)	100	100	-	-
001-1113-513-30-45	INSURANCE	8,800	8,800	9,000	15,423
001-1113-513-30-46	REPAIR & MAINTENANCE	4,900	4,900	1,000	-
001-1113-513-30-47	PRINTING & BINDING	500	500	-	-
001-1113-513-30-51	OFFICE SUPPLIES	4,200	4,200	5,000	5,000
001-1113-513-30-52	OPERATING SUPPLIES	3,600	3,600	-	-
001-1113-513-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	3,000	3,000	3,000	3,000
001-1113-513-30-55	EDUCATIONAL COURSES	2,500	2,500	5,000	6,000
001-1113-513-30-57	VEHICLE REPAIR & MAINTENANCE	-	-	3,500	500
001-1113-513-30-58	GAS, OIL & LUBRICANTS	-	-	5,000	3,000
	Subgroup : [30] Operating Expenditures	**$ 53,200**	**$ 39,200**	**$ 45,000**	**$ 72,423**
	TOTAL OPERATING EXPENDITURES	230,925	297,404	907,239	1,008,201
	TRANSFER OUT-G&A COST ALLOCATION	-	-	(699,841)	(907,381)
	TOTAL:	**$ 230,925**	**$ 297,404**	**$ 207,398**	**$ 100,820**
001-1113-513-60-62	BUILDING IMPROVEMENTS	$ -	$ -	$ -	$ -
001-1113-513-60-64	MACHINERY & EQUIPMENT	5,000	-	50,500	-
	Subgroup : [60] CAPITAL OUTLAY	**$ 5,000**	**$ -**	**$ 50,500**	**$ -**
	TOTAL:	**$ 235,925**	**$ 297,404**	**$ 257,898**	**$ 100,820**

LEGAL

DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Professional Services	$ 150,000	$ 150,000	$ 150,000	$ 150,000
COMMUNICATION SERVICES	-	-	5,400	5,400
INSURANCE	-	-	8,500	3,000
Books, Subscriptions & Memberships	150	150	250	300
Subgroup : [30] Operating Expenditures	**$ 150,150**	**$ 150,150**	**$ 164,150**	**$ 158,700**
TRANSFER OUT-G&A COST ALLOCATION			(126,962)	(142,830)
	$ 150,150	$ 150,150	$ 37,188	$ 15,870
TOTAL:	**$ 150,150**	**$ 150,150**	**$ 37,188**	**$ 15,870**

CITY CLERK

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1117-517-10-12	REGULAR SALARIES	$ 140,000	$ 147,320	$ 173,285	$ 210,386
	OTHER SALARIES & WAGES	$ -	$ -	$ -	$ 7,500
001-1117-517-10-14	OVERTIME	-	-	-	-
001-1117-517-10-15	SPECIAL PAY	300	300	300	300
001-1117-517-10-16	PTO LIABILITY	2,850	5,666	6,665	16,860
	COMP TIME	-	-	-	1,000
001-1117-517-10-21	FICA	8,700	11,726	13,314	17,410
001-1117-517-10-22	RETIREMENT CONTRIBUTIONS	10,250	10,312	$ 11,711	$ 5,158
001-1117-517-10-23	HEALTH INSURANCE	25,000	10,311	8,944	8,944
001-1117-517-10-24	WORKER'S COMPENSATION	250	155	296	228
	ALLOWANCE			-	8,400
001-1117-517-10-25	LIFE INSURANCE	2,100	-	1,368	3,188
	Subgroup : [10] Personnel Services	**$ 189,450**	**$ 185,790**	**$ 215,883**	**$ 279,374**
001-1117-517-30-34	OTHER CONTRACTUAL SERVICES	$ 5,500	$ 10,000	$ 10,000	$ 10,000
001-1117-517-30-40	TRAVEL & PER DIEM	3,000	5,000	5,000	5,000
001-1117-517-30-41	COMMUNICATIONS SERVICES	1,200	5,000	5,000	5,000
001-1117-517-30-45	INSURANCE	4,400	7,000	7,000	7,245
001-1117-517-30-46	REPAIR & MAINTENANCE	1,000	1,000	1,000	1,000
001-1117-517-30-47	PRINTING & BINDING	4,500	4,500	4,500	4,500
001-1117-517-30-48	PROMOTIONAL & ADVERTISING	2,250	5,000	5,000	5,000
001-1117-517-30-51	OFFICE SUPPLIES	750	1,200	1,200	1,200
001-1117-517-30-52	OPERATING SUPPLIES	-	-	-	-
001-1117-517-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	4,500	1,500	1,500	1,500
001-1117-517-30-55	EDUCATIONAL COURSES	2,000	4,500	4,500	4,500
	Subgroup : [30] Operating Expenditures	**$ 29,100**	**$ 44,700**	**$ 44,700**	**$ 44,945**
	TOTAL OPERATING EXPENDURES	**$ 218,550**	**$ 230,490**	**$ 260,583**	**$ 324,319**
	TRANSFER OUT-G&A ALLOCATION	**-**	**-**	**(201,548)**	**(291,887)**
		$ 218,550	**$ 230,490**	**$ 59,035**	**$ 32,432**
001-1117-517-60-62	BUILDING IMPROVEMENTS	$ -	$ -	$ -	$ -
001-1117-517-60-64	MACHINERY & EQUIPMENT	6,500	-	-	-
	Subgroup : [60] CAPITAL OUTLAY	**$ 6,500**	**$ -**	**$ -**	**$ -**
	TOTAL:	$ 225,050	$ 230,490	$ 59,035	$ 32,432

NON-DEPARTMENTAL

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1119-519-10-12	REGULAR SALARIES	$ 72,000	$ -	$ -	$ -
001-1119-519-10-14	OVERTIME	6,500	-	-	-
001-1119-519-10-15	SPECIAL PAY	300	-	-	-
001-1119-519-10-16	PTO LIABILITY	4,940	-	-	-
001-1119-519-10-21	FICA	4,900	-	-	-
001-1119-519-10-22	RETIREMENT CONTRIBUTIONS	5,500	-	-	-
001-1119-519-10-23	LIFE & HEALTH INSURANCE	12,750	-	-	-
001-1119-519-10-24	WORKER'S COMPENSATION	2,500	-	-	-
001-1119-519-10-25	MEDICARE	1,200	-	-	-
	Subgroup : [10] Personnel Services	**$ 110,590**	**$ -**	**$ -**	**$ -**
001-1119-519-30-31	LOBBYIST FEES	$ -	$ 42,000	$ 42,000	$ 43,500
001-1119-519-30-32	AUDITING & ACCOUNTING FEES	-	50,000	65,000	120,000
001-1119-519-30-34	OTHER CONTRACTUAL SERVICES	119,718	-	35,000	45,000
001-1119-519-30-41	COMMUNICATIONS SERVICES	55,000	330,690	230,000	250,000
001-1119-519-30-42	POSTAGE & SHIPPING	-	-	7,000	2,250
001-1119-519-30-43	UTILITY SERVICES	25,000	-	22,000	2,500
001-1119-519-30-44	RENTAL & LEASES		26,858	16,000	16,000
001-1119-519-30-45	INSURANCE	32,000	-	50,000	11,251
001-1119-519-30-46	REPAIR & MAINTENANCE	50,000	-	25,000	25,000
001-1119-519-30-47	PRINTING & BINDING	-	100,000	-	-
001-1119-519-30-48	PROMOTIONAL & ADVERTISING	2,500	40,000	3,500	25,000
001-1119-519-30-51	OFFICE SUPPLIES	15,000	-	22,000	10,500
001-1119-519-30-52	OPERATING SUPPLIES	500	-	-	-
001-1119-519-30-58	GAS, OIL & LUBRICANTS	2,200	-	-	-
001-1119-519-30-59	UNIFORMS	300	-	-	-
001-1119-519-30-90	MISCELLANEOUS EXPENDITURES	1,200	-		
	HOLIDAY EXPENDITURES	-	-	-	-
	HURRACAINE EXPENSES	-	-	-	-
	VIRUS EXPENDITURES	-	-	-	-
	CONTINGENCIES & EMERGENCIES	-	-	100,000	100,000
	TRANSFERS	-	-	-	-
		-		-	-
	Subgroup : [30] Operating Expenditures	**$ 303,418**	**$ 589,548**	**$ 617,500**	**$ 651,001**
	TRANSFERS OUT-G&A COST ALLOCATION	**-**	**-**	**(477,606)**	**(585,901)**
	TOTAL:	**$ 303,418**	**$ 589,548**	**$ 139,894**	**$ 65,100**
001-1119-519-60-62	BUILDING IMPROVEMENTS	$ 175,000	$ -	$ -	$ 390,000
001-1119-519-60-64	MACHINERY & EQUIPMENT	$ 15,000	$ -	$ -	$ 21,500
	Subgroup : [60] CAPITAL OUTLAY	**$ 190,000**	**$ -**	**$ -**	**$ 411,500**
	TOTAL:	**$ 604,008**	**$ 589,548**	**$ 139,894**	**$ 476,600**

COMMUNITY DEVELOPMENT

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1115-515-10-12	REGULAR SALARIES	$ 285,000	270,902	$ 335,977	$ 347,556
				$ -	$ -
001-1115-515-10-14	OVERTIME	-	-	3,000	3,000
001-1115-515-10-15	SPECIAL PAY	1,800	2,100	2,100	2,100
001-1115-515-10-16	PTO LIABILITY	10,500	10,420	12,787	26,735
001-1115-515-10-18	COMP TIME	-	-	-	2,000
001-1115-515-10-21	FICA	18,000	-	27,071	27,284
001-1115-515-10-22	RETIREMENT CONTRIBUTIONS	22,000	21,682	24,770	13,500
001-1115-515-10-23	LIFE & HEALTH INSURANCE	40,750	18,963	41,121	35,780
001-1115-515-10-24	WORKER'S COMPENSATION	2,000	41,121	2,351	1,196
001-1115-515-10-25	Liffe Insurance	4,250	2,351	2,320	2,320
	Subgroup : [10] Personnel Services	**$ 384,300**	**$ 367,539**	**$ 451,497**	$ 461,471
001-1115-515-30-31	PROFESSIONAL SERVICES	$ 85,000	90,000	$ 90,000	$ 90,000
001-1115-515-30-34	OTHER CONTRACTUAL SERVICES	10,000	12,000	10,000	25,000
001-1115-515-30-40	TRAVEL & PER DIEM	5,000	5,000	5,000	7,500
001-1115-515-30-41	COMMUNICATIONS SERVICES	2,000	2,000	4,000	8,000
001-1115-515-30-45	INSURANCE	18,750	15,805	28,000	11,450
001-1115-515-30-46	REPAIR & MAINTENANCE	2,000	-	2,000	2,000
001-1115-515-30-47	PRINTING & BINDING	500	500	500	500
001-1115-515-30-48	PROMOTIONAL & ADVERTISING	1,500	1,000	1,500	1,500
001-1115-515-30-51	OFFICE SUPPLIES	1,400	2,500	2,500	8,000
001-1115-515-30-52	OPERATING SUPPLIES	3,600	-	-	-
001-1115-515-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	12,000	6,000	6,000	6,000
001-1115-515-30-55	EDUCATIONAL COURSES	3,000	3,000	1,500	6,000
002-1115-515-30-56	RADIO REPAIR AND MANTENANCE	-	-	-	-
001-1115-515-30-57	VEHICLE REPAIR & MAINTENANCE	1,500	1,000	**1,000**	**500**
001-1115-515-30-58	GAS, OIL & LUBRICANTS	2,500	1,500	1,500	600
	Subgroup : [30] Operating Expenditures	**$ 148,750**	**$ 140,305**	**$ 153,500**	**$ 167,050**
			-	-	-
	TOTAL OPERATING EXPENDITURES:	$ 535,050	$ 508,044	$ 604,997	$ 628,521
	TRANSFER IN-G&A COST ALLOCATION			70,522	92,083
		$ 535,050	**$ 508,044**	**$ 675,519**	**$ 720,604**
001-1115-515-60-62	BUILDING IMPROVEMENTS	$ -	$ -	$ -	$ -
001-1115-515-60-64	MACHINERY & EQUIPMENT	2,000	-	35,000	-
001-1115-515-80-84	MUNICIPAL BOARDS	-	200	-	-
	Subgroup : [60] CAPITAL OUTLAY	**$ 2,000**	**$ 200**	**$ 35,000**	**$ -**
		$ 537,050	**$ 508,244**	**$ 710,519**	**$ 720,604**

POLICE DEPARTMENT

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1221-521-10-12	REGULAR SALARIES	$ 2,125,500	$ 2,499,440	$ 2,660,120	$ 2,696,224
001-1221-521-10-13	OTHER SALARIES AND WAGES				57,000
001-1221-521-10-14	OVERTIME	195,000	210,000	245,798	250,000
001-1221-521-10-15	SPECIAL PAY	45,000	45,000	45,000	45,000
001-1221-521-10-16	PTO	166,500	89,922	95,885	207,402
	COMPENSATORY	-	-	30,000	30,000
001-1221-521-10-21	FICA	146,000	222,264	222,264	251,350
001-1221-521-10-22	RETIREMENT CONTRIBUTIONS	390,000	395,889	395,889	441,398
001-1221-521-10-23	HEALTH INSURANCE	335,000	364,420	364,420	364,420
001-1221-521-10-24	WORKER'S COMPENSATION	72,250	61,000	82,014	82,014
001-1221-521-10-25	MEDICARE	35,000	-	-	-
001-1221-521-10-25	LIFE INSURANCE	-		24,262	24,262
	UNIFORM ALLOWANCE	-	-	7,360	-
	CAR ALLOWANCE	-	-	-	15,760
	Subgroup : [10] Personnel Services	**$ 3,510,250**	**$ 3,887,935**	**$ 4,173,012**	**$ 4,464,830**
001-1221-521-30-31	PROFESSIONAL SERVICES	$ 1,500	$ 1,500	$ 2,000	$ 2,070
001-1221-521-30-34	OTHER CONTRACTUAL SERVICES	37,550	37,550	20,500	22,770
001-1221-521-30-35	INVESTIGATIONS	1,200	1,200	1,250	1,294
001-1221-521-30-40	TRAVEL & PER DIEM	5,500	5,500	12,000	12,420
001-1221-521-30-41	COMMUNICATIONS SERVICES	80,480	80,480	90,000	93,150
001-1221-521-30-43	UTILITY SERVICES	300	300	9,150	9,470
001-1221-521-30-45	INSURANCE	129,400	66,463	190,000	91,385
001-1221-521-30-46	REPAIR & MAINTENANCE	40,850	40,850	42,300	42,500
001-1221-521-30-48	PROMOTIONAL & ADVERTISING	3,000	3,000	5,000	5,175
001-1222-522-30-49	OTHER CURRENT CHARGES	-	-	-	-
001-1221-521-30-51	OFFICE SUPPLIES	10,000	10,000	14,500	15,008
001-1221-521-30-52	OPERATING SUPPLIES	39,000	40,000	40,000	41,400
001-1221-521-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	20,200	20,200	10,000	10,350
001-1221-521-30-55	EDUCATIONAL COURSES	14,500	14,500	16,500	17,078
001-1221-521-30-56	RADIO REPAIR & MAINTENANCE	-	-	5,000	5,175
001-1221-521-30-57	VEHICLE REPAIR & MAINTENANCE	35,000	35,000	40,000	65,000
001-1221-521-30-58	GAS, OIL & LUBRICANTS	75,500	75,500	87,975	91,054
001-1221-521-30-59	UNIFORMS	30,800	40,800	42,228	23,706
001-1221-521-30-90	MISCELLANEOUS EXPENDITURES	-	30,000	30,000	-
001-1221-521-80-17	JAG C GRANT	35,000	-	62,000	62,000
	Subgroup : [30] Operating Expenditures	**$ 559,780**	**$ 502,843**	**$ 720,403**	**$ 611,004**
	TOTAL OPERATING COST (Objects 10 & 30)	**$ 4,070,030**	**$ 4,390,778**	**$ 4,893,415**	**$ 5,075,834**
	TRANSFER IN-G&A COST ALLOCATION	**-**	**-**	**570,068**	**725,466**
	TOTAL OPERATING BUDGET	**$ 4,070,030**	**$ 4,390,778**	**$ 5,463,483**	**$ 5,801,300**
Capital Outlay					
001-1221-521-60-62	BUILDING IMPROVEMENTS	$ 5,000	$ 32,400	$ 13,400	$ -
	INFRASTRCUTURE-NOT BUILDING	$ -	$ -	$ -	$ 115,000
001-1221-521-60-64	MACHINERY & EQUIPMENT	131,113	135,000	205,000	273,309
	Subgroup : [60] CAPITAL OUTLAY	**$ 136,113**	**$ 167,400**	**$ 218,400**	**$ 388,309**
	Total Budget:	**$ 4,206,143**	**$ 4,558,178**	**$ 5,681,883**	**$ 6,189,609**

ANIMAL CONTROL

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Salaries	48,265	63,300	65,516
Overtime	5,000	5,000	5,000
Special Pay	600	600	600
PTO	1,856	2,435	5,040
Comp Time	-	-	-
FICA	4,263	5,457	5,440
Retirement Contribution	3,901	4,993	4,900
Health Insurance	9,315	-	-
Worker's Comp	95	2,946	2,946
Life Insurance		$ 414	$ 414
Total Object 10:	**$ 73,294**	**$ 85,146**	**$ 89,856**
Expenditures			
Professinal Services	-	-	-
Other Contractual Svcs	-	1,500	1,000
Investigation	-	-	-
Tavel & Per Diem	-	-	-
Communication	-	-	-
Rentals & Leases	-	-	-
Utilitiy Service	-	-	-
Insurance	5,650	3,450	1,635
Repair & Maintenance	-	-	-
Promotional & Advertisements	-	-	-
Maintenance	-	-	-
Office Supplies	-	-	-
Operating Supplies	-	-	-
Books, Subscriptions & Memnership	-	-	-
Education Courses	-	-	-
Radio Repair & Maintenance	-	-	-
Vehicle Repair & Maintenance	500	500	500
Gas, Oil, Lubricants	1,500	2,300	1,000
Uniforms	-	-	-
Miscellaneous	-	-	-
Total Object 30:	**$ 7,650**	**$ 7,750**	**$ 4,135**
TOTAL OPERATING COST	$ 80,944	$ 92,896	$ 93,991
TRANSFER IN-G&A COST ALLOCATION	**-**	**10,654**	**13,770**
Total Animal Control	**$ 80,944**	**$ 103,550**	**$ 107,762**

PUBLIC WORKS

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1441-541-10-12	REGULAR SALARIES	$ 215,000	$ 225,246	$ 1,074,487	$ 960,309
001-1441-541-10-14	OVERTIME	8,500	2,531	2,700	40,000
001-1441-541-10-15	SPECIAL PAY	2,500	810	6,825	6,825
001-1441-541-10-16	PTO LIABILITY	26,021	8,670	38,340	73,343
	COMP TIME			2,000	38,261
	UNIFORM ALLOWANCE			2,132	2,132
001-1441-541-10-21	FICA	14,500	18,150	86,176	75,711
001-1441-541-10-22	RETIREMENT CONTRIBUTIONS	16,000	16,608	70,161	65,034
001-1441-541-10-23	HELTH INSURANCE	34,500	13,500	144,314	89,885
001-1441-541-10-24	WORKER'S COMPENSATION	9,900	6,247	43,621	26,346
001-1441-541-10-25	LIFE INSURANCE	3,500	1,350	15,877	13,125
	Subgroup : [10] Personnel Services	**$ 330,421**	**$ 293,112**	**$ 1,486,633**	**$ 1,390,971**
001-1441-541-30-31	PROFESSIONAL SERVICES	$ 15,000	$ 85,000	$ 15,000	$ 42,152
001-1441-541-30-34	OTHER CONTRACTUAL SERVICES	25,000	25,000	45,000	59,301
001-1441-541-30-40	TRAVEL & PER DIEM	2,500	1,000	1,000	1,035
001-1441-541-30-41	COMMUNICATIONS SERVICES	5,500	5,500	8,500	12,298
	BANK FEES	-	-	-	-
001-1441-541-30-43	UTILITY SERVICES	75,000	50,000	130,000	115,000
001-1441-541-30-44	RENTALS & LEASES	11,000	12,000	2,000	1,000
001-1441-541-30-45	INSURANCE	22,500	41,500	41,500	58,359
001-1441-541-30-46	REPAIR & MAINTENANCE	43,000	41,500	41,500	42,953
001-1441-541-30-48	PROMOTIONAL & ADVERTISING	20,000	20,000	21,000	21,735
001-1441-541-30-51	OFFICE SUPPLIES	1,200	2,500	2,500	2,500
001-1441-541-30-52	OPERATING SUPPLIES	29,000	15,000	25,000	26,000
001-1441-541-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	17,600	5,000	3,000	3,000
001-1441-541-30-55	EDUCATIONAL COURSES	6,000	2,500	2,500	2,500
001-1441-541-30-57	VEHICLE REPAIR & MAINTENANCE	15,000	16,000	37,500	27,500
001-1441-541-30-58	GAS, OIL & LUBRICANTS	14,000	12,500	21,500	21,500
001-1441-541-30-59	UNIFORMS	1,200	1,500	1,500	1,500
001-1441-541-80-20	A1A LANDSCAPING	1,000	2,500	-	-
	Subgroup : [30] Operating Expenditures	**$ 304,500**	**$ 339,000**	**$ 399,000**	**$ 438,333**
	TOTAL OPERATION COST	$ 634,921	$ 632,112	$ 1,885,633	$ 1,829,304
	TRANSFER IN-G&A COST ALLOCATION			$ 225,380	$ 304,667
	TRANSFER OUT-OVH COST ALLOCATION			(811,192)	(830,809)
		$ 634,921	**$ 632,112**	**$ 1,299,821**	**$ 1,303,162**
	Capital Outlay				
001-1441-541-60-62	BUILDING IMPROVEMENTS	$ 25,000	$ 800,000	$ 746,660	$ 428,072
001-1441-541-60-63	IMPROVEMENTS NOT BUILDINGS	40,000	210,000	350,000	65,000
001-1441-541-60-64	MACHINERY & EQUIPMENT	30,000	65,000	-	155,000
	Subgroup : [60] CAPITAL OUTLAY	**$ 95,000**	**$ 1,075,000**	**$ 1,096,660**	**$ 648,072**
	TOTAL:	**$ 729,921**	**$ 1,707,112**	**$ 2,396,481**	**$ 1,951,234**

PARKS & SUSTAINABILITY

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1572-572-10-12	REGULAR SALARIES	$ 161,890	$ 100,064	$ 229,593
001-1572-572-10-13	OTHER SALARIES & WAGES	-	-	2,500
001-1572-572-10-14	OVERTIME	8,000	-	-
001-1572-572-10-15	SPECIAL PAY	1,395	-	-
001-1572-572-10-16	PTO LIABILITY	5,858	3,547	15,341
001-1572-572-10-21	FICA	13,551	7,946	17,755
001-1572-572-10-22	RETIREMENT CONTRIBUTIONS	12,399	7,005	7,250
001-1572-572-10-23	HEALTH INSURANCE	28,516	8,944	28,001
001-1572-572-10-24	WORKER'S COMPENSATION	18,015	10,564	10,444
001-1572-572-10-25	LIFE INSURANCE	-	561	3,500
	Subgroup : [10] Personnel Services	**$ 249,624**	**$ 138,631**	**$ 314,384**
001-1572-572-30-31	PROFESSIONAL SERVICES	$ -	$ 10,000	$ 10,350
001-1572-572-30-34	OTHER CONTRACTUAL SERVICES	-	5,500	5,500
001-1572-572-30-40	TRAVEL & PER DIEM	-	-	2,500
001-1572-572-30-41	COMMUNICATIONS SERVICES	2,000	3,000	3,105
001-1572-572-30-43	UTILITY SERVICES	-	-	-
001-1572-572-30-44	RENTALS & LEASES	5,000	5,000	-
001-1572-572-30-45	INSURANCE	19,286	19,500	19,500
001-1572-572-30-46	REPAIR & MAINTENANCE	-	-	-
001-1572-572-30-47	MAINTENANCE	50,000	64,872	102,737
001-1572-572-30-48	PROMOTIONAL & ADVERTISING	-	-	-
001-1572-572-30-51	OFFICE SUPPLIES	500	500	-
001-1572-572-30-52	OPERATING SUPPLIES	25,000	20,000	25,875
001-1572-572-30-57	VEHICLE REPAIR & MAINTENANCE	1,500	1,500	500
001-1572-572-30-58	GAS, OIL & LUBRICANTS	1,500	1,500	500
001-1572-572-30-59	UNIFORMS	300	300	-
	Subgroup : [30] Operating Expenditures	**$ 105,086**	**$ 131,672**	**$ 170,567**
	TOTAL OPERATING EXPENDITURES	**$ 354,710**	**$ 270,303**	**$ 484,951**
	TRANSFER IN-G&A COST ALLOCATION		**28,900**	**71,049**
	TOTAL OPERATING EXPENDITURES	**$ 354,710**	**$ 299,203**	**$ 556,000**
001-1572-572-60-62	BUILDING IMPROVEMENTS	$ -	$ -	$ -
001-1572-572-60-63	IMPROVEMENTS NOT BUILDINGS	-	280,000	1,231,500
001-1572-572-60-64	MACHINERY & EQUIPMENT	-	33,000	-
	Subgroup : [60] CAPITAL OUTLAY	**$ -**	**$ 313,000**	**$ 1,231,500**
	TOTAL	**$ 354,710**	**$ 612,203**	**$ 1,787,500**

OCEAN RESCUE/ BEACH CLEANUP

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
001-1775-575-10-12	REGULAR SALARIES	$ 230,450	$ 219,535	$ 227,219	$ 235,171
001-1775-575-10-14	OVERTIME	9,750	9,750	9,750	10,000
001-1775-575-10-15	SPECIAL PAY	125	-	-	-
001-1775-575-10-21	FICA	15,000	16,794	18,128	18,756
001-1775-575-10-22	RETIREMENT CONTRIBUTIONS	1,000	2,822	2,920	-
001-1775-575-10-23	HEALTH INSURANCE	2,750	2,750	-	-
001-1775-575-10-24	WORKER'S COMPENSATION	9,750	9,750	9,786	6,048
001-1775-575-10-25	MEDICARE	3,500	3,500	-	-
001-1775-575-10-25	LIFE ISURANCE			698	-
	Subgroup : [10] Personnel Services	**$ 272,325**	**$ 264,901**	**$ 268,501**	**$ 269,975**
001-1775-575-30-34	OTHER CONTRACTUAL SERVICES	1,000	1,000	1,000	1,000
001-1775-575-30-41	COMMUNICATIONS SERVICES	1,000	1,000	1,000	1,000
001-1775-575-30-43	UTILITY SERVICES	500	500	500	500
001-1775-575-30-45	INSURANCE	9,600	9,807	9,810	6,047
001-1775-575-30-46	REPAIR & MAINTENANCE	2,500	2,500	35,187	2,500
001-1775-575-30-48	PROMOTIONAL & ADVERTISING	-	-	-	-
001-1775-575-30-49	OTHER CURRENT CHARGES	-	-	-	-
001-1775-575-30-51	OFFICE SUPPLIES	1,000	1,000	1,000	500
001-1775-575-30-52	OPERATING SUPPLIES	3,500	3,500	2,000	3,500
001-1775-575-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	-	-	-	-
001-1775-575-30-55	EDUCATIONAL COURSES	600	600	-	-
001-1775-575-30-56	RADIO REPAIR & MAINTENANCE	-	-	-	-
001-1775-575-30-57	VEHICLE REPAIR & MAINTENANCE	500	500	2,000	500
001-1775-575-30-58	GAS, OIL & LUBRICANTS	1,500	1,500	1,500	1,500
001-1775-575-30-59	UNIFORMS	3,200	3,200	3,200	3,200
001-1775-575-30-90	MISCELLANEOUS EXPENDITURES	-	-	-	-
	Subgroup : [30] Operating Expenditures	**$ 24,900**	**$ 25,107**	**$ 57,197**	**$ 20,247**
	Total Operating Expenditure	**$ 297,225**	**$ 290,008**	**$ 325,698**	**$ 290,222**
	TRANSFER IN-G&A COST ALLOCATION			**34,225**	**35,796**
		$ 297,225	**$ 290,008**	**$ 359,923**	**$ 326,018**
001-1775-575-60-62	BUILDING IMPROVEMENTS	$ -	$ -	$ -	$ -
001-1775-575-60-64	MACHINERY & EQUIPMENT	-	-	-	-
	Subgroup : [60] CAPITAL OUTLAY	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL	**$ 297,225**	**$ 290,008**	**$ 359,923**	**$ 326,018**

SPECIAL REVENUE FUNDS

101 POLICE EDUCATION FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
COURT COST	2,800	2,800	9,000
INTEREST ON INVESTMENTS	-	-	-
[300] Total Revenues	**$ 2,800**	**$ 2,800**	**$ 9,000**
[30] Operating Expenses			
OTHER CURRENT CHARGES	-	-	-
OPERATING SUPPLIES	2,800	2,800	2,800
EDUCATIONAL COURSES	-	-	6,200
[30] Operating Expenses	**$ 2,800**	**$ 2,800**	**$ 9,000**
TOTAL OPERATING COST	$ 2,800	$ 2,800	$ 9,000
TRANSFER IN-G&A COST ALLOCATION	-	-	-
TRANSFER IN-OVH COST ALLOCATION			
TOTAL INDIRECT COST ALLOCATION	**$ 2,800**	**$ 2,800**	**$ 9,000**
NET (INCOME) LOSS	**$ -**	**$ -**	**$ -**

102 - JARBOE PARK

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
APPROPRIATED FUND BALANCE	-	-	-
	-	-	-
[300] Total Revenues	**$ -**	**$ -**	**$ -**
[30] Operating Expenses			
OTHER CURRENT CHARGES			
OPERATING SUPPLIES	-	-	-
	-	-	-
[30] Operating Expenses	-	-	-
TOTAL OPERATING COST	$ -	$ -	$ -
CIP-TRANSFER TO FUND 301-JARBOE PARK	$ -	$ -	$ -
	-	-	-
		-	-
	$ -	**$ -**	**$ -**
NET (INCOME) LOSS	**$ -**	**$ -**	**$ -**

103 - COMMUNITY DEVELOPMENT BLOCK GRANT

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
	-	-	-
	-	-	-
[300] Total Revenues	$ -	$ -	$ -
[30] Operating Expenses			
OTHER CURRENT CHARGES			
OPERATING SUPPLIES	-	-	-
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	-	-	-
	$ -	$ -	$ -
TOTAL OPERATING COST			
TRANSFER IN-G&A COST ALLOCATION	$ -	$ -	$ -
TRANSFER IN-OVH COST ALLOCATION	-	-	-
TOTAL INDIRECT COST ALLOCATION		-	-
	$ -	$ -	$ -
NET (INCOME) LOSS	$ -	$ -	$ -

105 - CONVENTION DEVELOPMENT FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
LOCAL OPTION TOURIST TAX FUND	12,500	10,000	10,000
Appropriated Fund Balance	-	-	83,000
[300] Total Revenues	**$ 12,500**	**$ 10,000**	**$ 93,000**
[30] Operating Expenses			
CIP - DOWNTOWN DEVELOPMENT	12,500	10,000	83,000
OPERATING SUPPLIES	-	-	10,000
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	**$ 12,500**	**$ 10,000**	**$ 93,000**
TRANSFER IN-G&A COST ALLOCATION	-	-	-
TRANSFER IN-OVH COST ALLOCATION		-	-
TOTAL INDIRECT COST ALLOCATION	$ -	$ -	$ -
NET (INCOME) LOSS	**$ -**	**$ -**	**$ -**

106-FINES & FORFEITURES

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
CONFISCATED PROPERTY	1,200	15,000	40,000
APPROPRIATED FUND BALALNCE	(2)	-	75,000
[300] Total Revenues	**$ 1,198**	**$ 15,000**	**$ 115,000**
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES	-	-	-
CAPITAL OUTLAY - PD	1,198	15,000	115,000
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	**$ 1,198**	**$ 15,000**	**$ 115,000**
TOTAL OPERATING COST	$ 1,198	$ 15,000	$ 115,000
TRANSFER IN-G&A COST ALLOCATION	-	-	-
TRANSFER IN-OVH COST ALLOCATION		-	-
TOTAL INDIRECT COST ALLOCATION	**$ 1,198**	**$ 15,000**	**$ 115,000**
NET (INCOME) LOSS	**$ -**	**$ -**	**$ -**

107-LOCAL OPTION GAS TAX

DESCRIPTION		FINAL BUDGET FY 2023-24		ADOPTED BUDGET FY 2024-25		PROPOSED BUDGET FY 2025-26
Revenues						
LOCAL OPTION GAS TAX		400,000		400,000		380,000
APPROPRIATED FUND BALALNCE		-		-		660,000
[300] Total Revenues	**$**	**400,000**	**$**	**400,000**	**$**	**1,040,000**
[30] Operating Expenses						
		-		-		-
OPERATING SUPPLIES		-		-		-
EDUCATIONAL COURSES		-		-		-
[30] Operating Expenses	**$**	**-**	**$**	**-**	**$**	**-**
CAPITA OUTLAY	$	-	$	-		
TRANSFER OUT-cip					$	605,000
TRANSFER OUT-GENERAL FUND		200,000		200,000		185,000
TRANSFER OUT-GENERAL FUND (Street & Drainage Maint)		200,000		200,000		250,000
TOTAL OPERATING EXPENDITURES	**$**	**400,000**	**$**	**400,000**	**$**	**1,040,000**
NET (INCOME) LOSS	**$**	**-**	**$**	**-**	**$**	**-**

108 RADIO COMMUNICATION TRUST FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
RADIO COMMUNICATION	15,000	10,000	10,000
APPROPRIATED FUND BALALNCE	-	-	43,000
[300] Total Revenues	**$ 15,000**	**$ 10,000**	**$ 53,000**
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES	-	-	-
OPERATING SUPPLIES	15,000	10,000	-
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	**$ 15,000**	**$ 10,000**	**$ -**
TOTAL OPERATING COST	$ 15,000	$ 10,000	$ -
CAPITAL OUTLAY	-	-	53,000
TRANSFER OUT-GENERAL FUND	-	-	-
TOTAL 108	**$ 15,000**	**$ 10,000**	**$ 53,000**
NET (INCOME) LOSS	**$ -**	**$ -**	**$ -**

109 BETTER JAX 1/2 CENT TAX

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
BETTER JAX TAX RECEIPTTS	**$675,000**	650,000	655,000
APPROPRIATED FUND BALALNCE	-	-	1,096,500
[300] Total Revenues	-	-	-
	$ 675,000	**$ 650,000**	**$ 1,751,500**
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES			**655,000**
OPERATING SUPPLIES	-	-	-
EDUCATIONAL COURSES	-	-	-
[30] Operating Expenses	-	-	-
	$ -	**$ -**	**$ 655,000**
TOTAL OPERATING COST	$ -	$ -	$ 655,000
TRANSFER OUT-TO GENERAL FUND	375,000	350,000	-
TRANSFER OUT- CAPITAL INVESTMENT	300,000	300,000	1,096,500
TOTAL OPERATING EXPENDITURES	**$ 675,000**	**$ 650,000**	**$ 1,751,500**
NET (INCOME) LOSS	**$ -**	**$ -**	**$ -**

110 HOLIDAY/SPECIAL EVENT FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
DONATION	8,000	8,000	8,000
MOVIE WITH THE MAYOR	200	200	200
INTERFUND TRANSFER			11,800
APPROPRIATED FUND BALANCE	14,500	-	-
[300] Total Revenues	**$ 22,700**	**$ 8,200**	**$ 20,000**
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES	-	-	18,000
PROMOTIONAL ACTIVITIES	5,000	10,000	1,000
MOVIE WITH THE MAYOR	-	1,000	1,000
[30] Operating Expenses	**$ 5,000**	**$ 11,000**	**$ 20,000**
TOTAL OPERATING COST	$ 5,000	$ 11,000	$ 20,000
TRANSFER OUT-TO OTHER FUNDS	-	-	-
TRANSFER OUT-GENERAL FUND	-	-	-
TOTAL OPERATING EXPENDITURES	**$ 5,000**	**$ 11,000**	**$ 20,000**
NET (INCOME) LOSS	**$ 17,700**	**$ (2,800)**	**$ -**

111-STREET IMPROVEMENT FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
8TH CENT GAS TAX	85,000	85,000	75,000
APPROPRIATED FUND BALANCE	-	-	-
[300] Total Revenues	**$ 85,000**	**$ 85,000**	**$ 75,000**
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES	-	-	-
UTILITY SERVICE	-	-	-
TOWN CENTER EXPENDITURE	-	-	-
MAYPORT FLYOVER EXPENDITURES	-	-	-
ROAD MATERIAL & SUPPLIES	-	-	-
[30] Operating Expenses	**$ -**	**$ -**	**$ -**
TOTAL OPERATING COST	$ -	$ -	$ -
TRANSFER OUT-TO STREET IMPROVEMENT FUND (300)	85,000	85,000	75,000
TRANSFER OUT-GENERAL FUND	-	-	-
TOTAL OPERATING EXPENDITURES	**$ 85,000**	**$ 85,000**	**$ 75,000**
NET (INCOME) LOSS	**$ -**	**$ -**	**$ -**

112-OPIOID SETTLEMENT FUND

DESCRIPTION	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
Revenues			
OPIOID SETTLEMENT REVENUES		45,000	45,000
APPROPRIATED FUND BALANCE	-	-	-
[300] Total Revenues	**$ -**	**$ 45,000**	**$ 45,000**
[30] Operating Expenses			
OTHER CONTRACTUAL SERVICES	-	-	45,000
UTILITY SERVICE	-	-	-
TOWN CENTER EXPENDITURE	-	-	-
MAYPORT FLYOVER EXPENDITURES	-	-	-
ROAD MATERIAL & SUPPLIES	-	-	-
[30] Operating Expenses	**$ -**	**$ 45,000**	**$ 45,000**
TOTAL OPERATING COST	$ -	$ 45,000	$ 45,000
TRANSFER OUT-TO STREET IMPROVEMENT FUND (300)	-	-	-
TRANSFER OUT-GENERAL FUND	-	-	-
TOTAL OPERATING EXPENDITURES	**$ -**	**$ 45,000**	**$ 45,000**
NET (INCOME) LOSS	**$ -**	**$ -**	**$ -**

ENTERPRISE FUNDS

Enterprise Funds Summary

DESCRIPTION		AMOUNT	PERCENTAGE
Revenues by Fund			
Water & Sewer		4,621,315	44.98%
Sanitation		2,534,814	24.67%
Stormwaters		1,275,000	12.41%
Parking		983,000	9.57%
Information Technologies		644,300	6.27%
SR Center		215,750	2.10%
Total Operating Revenues	**$**	**10,274,179**	**100.00%**
Expenses by Fund			
Water & Sewer		4,365,530	45.85%
Sanitation		2,611,042	27.43%
Stormwaters		1,009,040	10.60%
Parking		674,767	7.09%
Information Technologies		644,300	6.77%
SR Center		215,750	2.27%
Total Operating Expenses	**$**	**9,520,430**	**100.00%**
Net Operating Income/(loss)	**$**	**753,749**	**7.34%**
Other Non-Operating Income			
Appropriated Fund Balance-W&S	$	1,724,856	45.45%
Appropriated Fund Balance-Stormwaters		1,620,440	42.70%
Contribution from Other Funds		450,000	11.86%
Total Non-Operating Income	**$**	**3,795,296**	100.00%
Other-Non Operating Expenses			
Interest Expense	$	60,980	17.90%
Debt Service-Principal		279,606	82.10%
Total Other-Non Operating Expenses	**$**	**340,586**	100.00%
Capital Outlay			
Building Improvements			
Infrastructure-Other than Buildings		1,764,215	**42.36%**
Infrastructure-Other than Buildings		1,921,000	**46.12%**
Infrastructure-Information Technology		450,000	**10.80%**
Machinery & Equipment		30,000	**0.72%**
Total Capital Outlay	**$**	**4,165,215**	**100.00%**
Total Revenue		14,069,475	
Total Expenses		14,026,231	
Surpus/(Deficit)	**$**	**43,244**	

WATER & SEWER-FUND	4331-531	4335-535	4336-536	Proposed Budget
Budget Category	**Gen Admin**	**W&S - Sewer**	**W&S Water**	**FY 2025-26**
WATER TAPS	-	-	15,200	15,200
WATER BASE CHARGE	-	-	750,750	750,750
WATER VOLUME CHARGE	-	-	890,000	890,000
SEWER TAP	-	20,000	-	20,000
SEWER BASE CHARGE	-	1,091,590	-	1,091,590
SEWER VOLUME CHARGE	-	1,785,475	-	1,785,475
SET-UP FEES	5,000	-	-	5,000
RECONNECT FEES	4,000	-	-	4,000
DELINQUENT FEES	55,000	-	-	55,000
BAD DEBT RECOVERY	1,800	-	-	1,800
INTERREST ON INVESTMENT	2,500	-	-	2,500
Total Operating Revenue	**$ 68,300**	**$ 2,897,065**	**$ 1,655,950**	**$ 4,621,315**
OTHER MISCELLANEOUS REVENUES	-	-	-	-
APPROPRIATED FUND BALANCE	-	1,351,695	373,161	1,724,856
Other Non-Operating Revenue	**$ -**	**$ 1,342,055**	**$ 373,161**	**$ 1,724,856**
Total Revenue	**$ 68,300**	**$ 4,239,120**	**$ 2,029,111**	**$ 6,346,171**

Budget Category	**W&S Gen Admin**	**W&S - Sewer**	**W&S- Water**	**W&S Total Costs**
Expenses				
Salaries	214,245	456,479	278,520	949,244
Overtime	-	22,600	30,000	52,600
Special Pay	600	13,000	10,000	23,600
Vehicle Allowance	-	-	-	-
PTO	16,480	33,575	19,117	69,172
Comp Time	-	-	-	-
FICA	16,390	37,393	24,367	78,150
Retirement Contribution	10,040	19,460	17,489	46,989
Health Insurance	18,500	84,538	47,320	150,358
Worker's Comp	6,630	15,931	14,137	36,698
Life Insurance	1,200	5,990	4,767	11,957
Uniform Allowance	-	-	-	-
Total Object 10:	**284,085**	**688,966**	**445,717**	**1,418,768**
	-			
Professional Services	15,000	335,000	360,000	710,000
Lobbyist Fees	-	-	-	-
Accounting & Auditing	-	-	-	-
Other Contractual Svcs	-	103,500	50,000	153,500
Investigations	-	-	-	-
Courtyard	-	-	-	-
Tavel & Per Diem	-	1,200	1,200	2,400
Communication	150,660	3,000	12,000	165,660
Rental & Leases	-	20,000	12,000	32,000
Postage	-	-	-	-
Bank Fees	25,000	-	-	25,000
Utilities	-	37,500	7,500	45,000
Insurance	7,650	49,781	56,248	113,679
Repair & Maintenance	-	285,000	100,000	385,000
Printing & Binding	-	-	-	-
Promotional & Advertisements	-	-	-	-
Other Current Charges	-	-	-	-

Maintenance	-	-	-	-
Office Supplies	3,000	-	-	3,000
Operating Supplies	-	260,600	15,400	276,000
Books, Subscriptions & Membership	2,000	6,000	2,500	10,500
Education Courses	2,000	2,500	15,000	19,500
Radio Repair & Maintenance	-	-	-	-
Vehicle Repair & Maintenance	1,000	15,000	15,000	31,000
Gas, Oil, Lubricants	500	12,500	11,000	24,000
Uniforms	600	2,250	-	2,850
Miscellaneous	-	-	-	-
A1A Landscaping				
Atlantic Beach Shared Revenue	-	-	-	-
Total Object 30:	**207,410**	**1,133,831**	**657,848**	**1,999,089**
				-
Total Cost (Objects 10 & 30)	**491,495**	**1,822,797**	**1,103,565**	**3,417,857**
	14.38%	**53.33%**	**32.29%**	
Indirect Cost Allocations:				
Indirect Cost Allocation:	72,007	267,052	161,680	**490,985**
OVH Costs Allocation:	55,503	205,844	124,623	**456,688**
Total Indrect Cost Allocation	**127,511**	**472,896**	**286,303**	**947,673**
Total Operating Budget	**619,006**	**2,295,693**	**1,389,868**	**4,365,530**
Finance Leases	**279,606**	-	-	**279,606**
Interest Expenses	**60,980**	-	-	**60,980**
Total Object: 70	**340,586**	-	-	**340,586**
	959,592	**2,295,693**	**1,389,868**	**4,706,116**
Exclusion				
Building Improvement	-	-	-	-
Improvement-Not Buildings	**115,000**	**1,342,055**	**307,160**	**1,764,215**
Machinery & Equipment	-	-	-	-
Total Object: 60	**115,000**	**1,342,055**	**307,160**	**1,764,215**
Grant Expenses	-	-	-	-
Total Object: 80	-	-	-	-
Total Budget-Including Capital Outlay	**$ 1,074,592**	**$ 3,637,748**	**$ 1,697,028**	**$ 6,470,331**
Net Income/(loss)	**(1,006,292)**	**601,372**	**332,083**	**(124,160)**

SANITATION

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
	SANITATION FUND				
430-0000-343-41-42	GARBAGE PICKUP	1,340,000	1,360,000	2,437,380	2,498,314
430-0000-343-41-45	TIPPING FEES	(25,200)	24,000	30,000	36,500
430-0000-361-10-00	INTEREST ON INVESTMENTS	-	-	-	-
430-0000-381-41-00	Transfer from Water Sewer to Sanitation	-	-	-	-
	[300] Total Revenues	**$ 1,314,800**	**$ 1,384,000**	**$ 2,467,380**	**$ 2,534,814**
	[10] Personnel Services				
430-4334-534-10-12	REGULAR SALARIES	82,000	-	-	-
430-4334-534-10-14	OVERTIME	1,000	-	-	-
430-4334-534-10-15	SPECIAL PAY	750	-	-	-
430-4334-534-10-21	FICA	5,200	-	-	-
430-4334-534-10-22	RETIREMENT CONTRIBUTIONS	6,000	-	-	-
430-4334-534-10-23	LIFE & HEALTH INSURANCE	6,500	-	-	-
430-4334-534-10-24	WORKERS' COMPENSATION	2,200	-	-	-
430-4334-534-10-25	MEDICARE	1,500	-	-	-
430-4334-534-20-00	OTHER POST EMPLOYMENT BENEFIT EXPENSE	-	-	-	-
	[10] Personnel Services	**$ 105,150**	**$ -**	**$ -**	**$ -**
	[30] Operating Expenses				
430-4334-534-30-32	ACCOUNTING & AUDIT	4,700	-	-	-
430-4334-534-30-33	WASTE HAULING FEE - TIPPING	-	-	-	-
430-4334-534-30-34	OTHER CONTRACTUAL SERVICES.	1,200,000	1,150,000	1,946,160	1,995,140
430-4334-534-30-41	COMMUNICATIONS SERVICES	-	-	-	89,579
430-4334-534-30-42	POSTAGE (INC. FED EX)	5,000	-	-	-
430-4334-534-30-45	INSURANCE	5,600	8,800	10,800	10,800
430-4334-534-30-46	REPAIR AND MAINTENANCE	15,000	7,500	7,500	-
430-4334-534-30-49	OTHER CURRENT CHARGES	4,200	-	-	-
430-4334-534-30-52	OPERATING SUPPLIES	7,500	6,500	6,500	4,000
430-4334-534-30-59	UNIFORMS	150	-	-	-
	[30] Operating Expenses	**$ 1,242,150**	**$ 1,172,800**	**$ 1,970,960**	**$ 2,099,519**
	TOTAL OPERATING COST	$ 1,347,300	$ 1,172,800	$ 1,970,960	$ 2,099,519
	TRANSFER IN-G&A COST ALLOCATION	-	-	229,747	299,618
	TRANSFER IN-OVH COST ALLOCATION			242,296	211,905
	TOTAL INDIRECT COST ALLOCATION	**$ 1,347,300**	**$ 1,172,800**	**$ 2,443,003**	**$ 2,611,042**
	NET (INCOME) LOSS - SANITATION FUND	**$ (32,500.00)**	**$ 211,200**	**$ 24,377**	**$ (76,228)**

STORMWATER

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
441-0000-343-71-10	STORMWATER UTILITY FEES	1,090,500	1,275,000	1,275,000	1,275,000
441-0000-361-10-00	Interest Income	-	-	-	-
430-0000-381-41-00	Transfer from Fund 107-Local Option Gas Tax	-	200,000	757,015	-
	Appropiated Fund Balance			667,253	1,620,440
	[300] Total Revenues	$ 1,090,500	$ 1,475,000	$ 2,699,268	$ 2,895,440
[10] Personnel Services					
430-4334-534-10-12	Salaries	335,000	388,488	359,640	175,000
430-4334-534-10-14	Overtime	2,000	-		20,000
430-4334-534-10-15	Special Pay	5,200	3,000	3,000	2,000
	Compenatory Time		-	-	12,862
	PTO		14,942	13,832	12,900
	Comp Time				
430-4334-534-10-21	FICA	21,250	31,092	28,800	16,054
430-4334-534-10-22	Retirement Contribution	24,000	27,195	25,174	15,013
430-4334-534-10-23	Health Insurance	66,500	56,824	96,234	43,754
430-4334-534-10-24	Worker's Comp	9,000	26,152	26,538	1,141
430-4334-534-10-25	Life Insurance	5,000	-	5,418	5,418
430-4334-534-20-00	Uniform Allowance	-	-	-	-
		$ 467,950	$ 547,692	$ 558,636	$ 304,142
[30] Operating Expenses					
441-1441-541-30-31	PROFESSIONAL SERVICES	375,000	150,000	207,281	204,000
441-1441-541-30-31	ACCOUNTING & AUDIT	5,000	5,000	-	-
441-1441-541-30-32	OTHER CONTRACTUAL SERVICES.	38,000	45,000	45,000	10,000
441-1441-541-30-34	TRAVEL & PER DIEM	-	-		
441-1441-541-30-40	COMMUNICATIONS SERVICES	1,200	1,400	1,400	71,000
441-1441-541-30-41	INSURANCE	18,000	19,200	19,200	48,260
				-	400
441-1441-541-30-45	REPAIR AND MAINTENANCE	25,000	18,000	18,000	65,400
441-1441-541-30-46	OTHER CURRENT CHARGES	500	10,000	10,000	-
441-1441-541-30-49	OPERATING SUPPLIES	6,500	6,500	6,500	15,000
441-1441-541-30-52	EDUCATIONAL COURSES	4,000	1,000	1,000	1,000
441-1441-541-30-55	VEHICLE REPAIR & MAINTENANCE	50,000	25,000	25,000	9,100
441-1441-541-30-57	GAS, OIL & LUBRICANTS	15,000	13,000	13,000	10,200
441-1441-541-30-58	UNIFORMS	650	1,500	1,500	1,500
				-	-
	Total [30] Operating Expenses	$ 538,850	$ 295,600	$ 347,881	$ 435,860
	Total Operating Expenses	$ 1,006,800	$ 843,292	$ 906,517	$ 740,002
	TRANSFER IN-G&A ALLOCATION	-	-	114,507	99,946
	TRANSFER IN-OVH ALLOCATION	-	-	96,647	169,092
	TRANSFER IN-IT EXPENSES	-			
		$ 1,006,800	$ 843,292	$ 1,117,671	$ 1,009,040
[60] Capital Outlay					
441-1441-541-60-62	BUILDING IMPROVEMENTS	-	1,500	-	-
441-1441-541-60-63	IMPROVEMENTS, NOT BUILDINGS	-	300,000	1,641,485	1,921,000
441-1441-541-60-64	MACHINERY & EQUIPMENT	-	180,000	-	-
	[60] Capital Outlay	$ -	$ 481,500	$ 1,641,485	$ 1,921,000
	CONTRIBUTION TO GENERAL FUND		150,000	-	-
			$ 150,000	$ -	$ -
	Surplus / (Deficit)	$ 83,700	$ 208	$ (59,888)	$ (34,600)

PAID PARKING

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025.26
500-0000-343-40-50	PAID PARKING - EV CHARGING STATION FEES	3,500	4,500	8,000	8,000
500-0000-343-41-40	PAID PARKING - PARKING FEES	720,000	725,000	970,000	910,000
500-0000-359-00-00	PAID PARKING CITATIONS	75,000	75,000	10,000	10,000
500-0000-361-10-00	INTEREST INCOME	-	-	-	55,000
500-0000-369-00-00	MISCELLANEOUS REVENUE	-	-	-	-
500-0000-381-10-00	PAID PARKING TRANSFERS FROM OTHER FUNDS	-	-	-	-
500-0000-382-00-00	PAID PARKING TRANSFER FROM OTHER FUNDS	-	-	-	-
500-1550-359-00-00	METERED PARKING FINES	-	-	-	-
	Subgroup : [500] Revenue	**$ 798,500.00**	**$ 804,500.00**	**$ 988,000**	**$ 983,000**
500-1550-541-10-12	REGULAR SALARIES	$ 228,000	$ 90,295	$ 118,850	$ 99,195
500-1550-541-10-14	OVERTIME	-	-	-	-
500-1550-541-10-15	SPECIAL PAY	75	-	-	-
500-1550-541-10-16	PTO LIABILITY	8,405	-	-	-
500-1550-541-10-21	FICA	14,150	6,785	$ 9,092	$ 7,588
500-1550-541-10-22	RETIREMENT CONTRIBUTIONS	10,150	-	2,000	-
500-1550-541-10-23	LIFE & HEALTH INSURANCE	23,200	-	2,578	-
500-1550-541-10-24	WORKER'S COMPENSATION	3,700	3,883	3,885	3,885
500-1550-541-10-25	MEDICARE	3,300	-	-	-
	Subgroup : [10] Personnel Services	**$ 290,980**	**$ 100,963**	**$ 136,405**	**$ 110,668**
500-1550-541-30-31	PROFESSIONAL SERVICES	$ 25,000	$ 10,000	$ 8,500	$ 5,000
500-1550-541-30-34	OTHER CONTRACTUAL SERVICES	48,867	55,000	35,000	36,500
500-1550-541-30-36	PAID PARKING - COURTYARD REV. SHARE	12,000	13,000	13,500	-
500-1550-541-30-40	TRAVEL & PER DIEM	2,500	1,500	-	-
500-1550-541-30-41	COMMUNICATIONS SERVICES	8,000	1,000	3,500	23,396
500-1550-541-30-43	UTILITY SERVICES	2,000	2,500	3,500	3,500
500-1550-541-30-45	INSURANCE	25,000	8,800	30,500	12,063
500-1550-541-30-46	REPAIR & MAINTENANCE	29,000	29,000	10,500	10,500
500-1550-541-30-51	OFFICE SUPPLIES	3,550	3,550	-	-
500-1550-541-30-52	OPERATING SUPPLIES	14,500	5,500	10,000	1,500
500-1550-541-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	44,500	44,500	1,000	-
500-1550-541-30-55	EDUCATIONAL COURSES	3,800	3,800	3,000	-
500-1550-541-30-57	VEHICLE REPAIR & MAINTENANCE	4,000	4,000	5,000	15,000
500-1550-541-30-58	GAS, OIL & LUBRICANTS	-	-	-	-
500-1550-541-30-59	UNIFORMS	2,000	2,000	2,000	2,000
500-1550-541-30-60	PAID PARKING - ATLANTIC BEACH REV. SHARE	120,000	120,000	120,000	112,500
500-1550-541-30-90	PAID PARKING - MISCELLANEOUS	-	-	-	-
	Subgroup : [30] Operating Expenditures	**$ 344,717**	**$ 304,150**	**$ 246,000**	**$ 221,959**
	TOTAL OPERATING COST	**$ 635,697**	**$ 405,113**	**$ 382,405**	**$ 332,627**
500-1550-541-90-10	TRANSFER OUT-GENERAL FUND	105,000	214,750	285,000	295,000
	TRANSFER IN-G&A COST ALLOCATION			**44,575**	**47,140**
		$ 740,697	**$ 619,863**	**$ 711,980**	**$ 674,767**
	Capital Outlay				
500-1550-541-60-62	BUILDING IMPROVEMENTS	-	-	-	-
500-1550-541-60-63	IMPROVEMENTS NOT BUILDINGS	50,000	-	-	-
500-1550-541-60-64	MACHINERY & EQUIPMENT	7,000	7,000	7,000	30,000
	Subgroup : [60] CAPITAL OUTLAY	**$ 57,000**	**$ 7,000**	**$ 7,000**	**$ 30,000**
		$ 797,697	**$ 626,863**	**$ 718,980**	**$ 704,767**
	TOTAL (SURPLUS)/DEFICIT:	**$ 803**	**$ 177,637**	**$ 269,020**	**$ 278,233**

INFORMATION TECHNOLOGY

ACCOUNT	DESCRIPTION	ADOPTED BUDGET FY 23-24	ADOPTED BUDGET FY 24-25	PROPOSED BUDGET FY 25-26
510-0000-341-10-00	IT SERVICE CHARGES	$ 549,338	$ 479,403	$ 644,300
	Contribution from Fund 109			$ 450,000
		$ 549,338	$ 479,403	$ 1,094,300
510-5100-516-10-12	REGULAR SALARIES	$ 134,986	$ 139,323	$ 275,000
510-5100-516-10-14	OVERTIME	-	-	-
510-5100-516-10-15	SPECIAL PAY	-	-	-
510-5100-516-10-16	PTO LIABILITY	6,534	3,780	21,154
510-5100-516-10-21	FICA	10,298	10,947	21,038
510-5100-516-10-22	RETIREMENT CONTRIBUTIONS	3,645	7,142	8,250
510-5100-516-10-23	HEALTH INSURANCE	-	8,973	8,973
510-5100-516-10-24	WORKER'S COMPENSATION	-	245	245
510-5100-516-10-25	LIFE INSURANCE	-	1,100	1,100
	Subgroup : [10] Personnel Services	**$ 155,463**	**$ 171,511**	**$ 335,760**
510-5100-516-30-31	PROFESSIONAL SERVICES	$ 160,000	$ 50,000	$ 50,000
510-5100-516-30-34	OTHER CONTRACTUAL SERVICES	-	-	-
510-5100-516-30-40	TRAVEL & PER DIEM	-	-	2,500
510-5100-516-30-41	COMMUNICATIONS SERVICES	55,000	55,000	79,000
510-5100-516-30-41	POSTAGE & SHIPPING	15,000	1,500	1,500
510-5100-516-30-43	UTILITY SERVICES	-	-	-
510-5100-516-30-44	RENTALS & LEASES	20,000	20,000	20,000
510-5100-516-30-45	INSURANCE	63,675	63,675	8,555
510-5100-516-30-46	REPAIR & MAINTENANCE	-	-	-
510-5100-516-30-48	PROMOTIONAL & ADVERTISING	-	-	-
510-5100-516-30-51	OFFICE SUPPLIES	2,000	1,500	1,000
510-5100-516-30-52	OPERATING SUPPLIES	15,000	15,000	6,000
510-5100-516-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	-	-	
510-5100-516-30-55	EDUCATIONAL COURSES	-	-	2,000
510-5100-516-30-57	VEHICLE REPAIR & MAINTENANCE	-	1,500	600
510-5100-516-30-58	GAS, OIL & LUBRICANTS	1,500	1,500	600
510-5100-516-30-64	INFORMATION TECHNOLOGIES	50,000	35,000	41,500
510-5100-516-30-90	MISCELLANEOUS EXPENSES	11,700	11,700	13,137
	Subgroup : [30] Operating Expenditures	**$ 393,875**	**$ 256,375**	**$ 226,392**
	TOTAL OPERATING EXPENSES:	**$ 549,338**	**$ 427,886**	**$ 562,152**
	TRANSFER IN-G&A COST ALLOCATION:		**$ 51,517**	**$ 82,148**
		$ 549,338	**$ 479,403**	**$ 644,300**
	Subgroup : [60] CAPITAL OUTLAY			
510-5100-516-60-62	BUILDING IMPROVEMENTS	-	-	
510-5100-516-60-63	IMPROVEMENTS NOT BUILDINGS	-	-	450,000
510-5100-516-60-64	MACHINERY & EQUIPMENT	-	-	-
	Subgroup : [60] CAPITAL OUTLAY	**$ -**	**$ -**	**$ 450,000**
	SURPLUS/DEFICIT:	$ -	$ 0	$ (0)

SENIOR CENTER

ACCOUNT	DESCRIPTION	FINAL BUDGET FY 2022-23	FINAL BUDGET FY 2023-24	ADOPTED BUDGET FY 2024-25	PROPOSED BUDGET FY 2025-26
	Revenues:				
103-0000-381-00-00	CDBG GRANT	$ 48,000	$ 48,000	$ 48,000	$ 48,000
103-0000-381-10-00	TRANSFER FROM GENERAL FUND	65,000	24,735	-	-
103-0000-383-10-00	DONATIONS	11,500	80,492	84,000	85,360
103-0000-383-10-01	DONATION INKIND		43,766	-	11,062
103-0000-341-70-00	CLASS FEES	39,911	12,000	20,000	35,000
103-0000-341-70-00	TRAVEL FEES	32,749	12,000	20,000	36,328
103-0000-389-10-00	APPROPRIATED FUND BALANCE	-	-	51,051	
	Total Revenues	**$ 197,160**	**$ 220,993**	**$ 223,051**	**$ 215,750**
	Expenses				
001-1110-565-10-12	REGULAR SALARIES	$ 89,500	$ 81,892	$ 84,760	$ 87,727
001-1110-565-10-14	OVERTIME	-	-	-	-
001-1110-565-10-15	SPECIAL PAY	-	-	-	-
001-1110-565-10-16	PTO LIABILITY	-	7,640	3,260	6,748
001-1110-565-10-21	FICA	5,750	6,849	6,734	6,711
001-1110-565-10-22	RETIREMENT CONTRIBUTIONS	6,875	6,267	6,161	6,161
001-1110-565-10-23	HEALTH INSURANCE	10,975	10,975	-	-
001-1110-565-10-24	WORKER'S COMPENSATION	750	750	1,895	113
001-1110-565-10-25	MEDICARE	1,500	-	-	-
001-1110-565-10-25	LIFE INSURANCE	-	-	855	855
	Subgroup : [10] Personnel Services	**$ 115,350**	**$ 114,374**	**$ 103,665**	**$ 108,315**
	OPERATING EXPENSES				
001-1110-565-30-31	PROFESSIONAL SERVICES	$ 41,570	$ 41,570	$ 40,000	$ 40,000
001-1110-565-30-34	OTHER CONTRACTUAL SERVICES	-	-	-	-
001-1110-565-30-40	TRAVEL & PER DIEM	1,000	1,000	1,000	1,000
001-1110-565-30-41	COMMUNICATIONS SERVICES	2,100	2,100	2,100	7,460
001-1110-565-30-43	UTILITY SERVICES	8,000	8,000	8,000	8,000
001-1110-565-30-44	RENTALS & LEASES	-	-	-	-
001-1110-565-30-45	INSURANCE	4,500	25,028	25,000	3,681
001-1110-565-30-46	REPAIR & MAINTENANCE	1,500	1,500	1,500	1,500
001-1110-565-30-47	MAINTENANCE		-	-	-
001-1110-565-30-48	PROMOTIONAL & ADVERTISING	1,000	1,000	3,000	3,000
001-1110-565-30-49	OTHER CURRENT CHARGES	4,500	4,500	5,500	5,500
001-1110-565-30-51	OFFICE SUPPLIES	5,000	5,000	5,000	1,000
001-1110-565-30-52	OPERATING SUPPLIES	5,000	5,000	5,000	9,000
001-1110-565-30-54	BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	-	-	-	-
	Subgroup : [30] Operating Expenditures	**$ 74,170**	**$ 94,698**	**$ 96,100**	**$ 80,141**
	OPERATING COST (GROUP 10 & 30)	**$ 189,520**	**$ 209,072**	**$ 199,765**	**$ 188,456**
	TRANSFER IN-G&A COST ALLOCATION	-	-	**23,286**	**27,294**
	Total Operating Costs	**$ 189,520**	**$ 209,072**	**$ 223,051**	**$ 215,750**
001-1110-565-60-62	BUILDING IMPROVEMENTS	$ -	$ -	$ -	$ -
001-1110-565-60-64	MACHINERY & EQUIPMENT	-	-	-	-
	Subgroup : [60] CAPITAL OUTLAY	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL EXPENSES:	**$ 189,520**	**$ 209,072**	**$ 223,051**	**$ 215,750**
	Surplus / (Deficit)	**$ 7,640**	**$ 11,921**	**$ 0**	**$ -**

CAPITAL OUTLAY

Fund/Department	Project Name	Appropriation	Total per Fund/Dept.
General Fund-CH	City Hall Interior Space Remodel-Phase II	375,000	
General Fund-CH-PW	Senior Center Landscaping Project	15,000	
General Fund-CH-PS	Council Chambers Audiovisual Equipment Upgrade	21,500	
	Total Capital Outlay-City Hall		**$ 411,500**
General Fund-PD	Patrol Vehicle	71,000	
General Fund-PD	Mobile Equipment-Patrol Vehicle (JAG Grant)	50,360	
General Fund-PD	Mobile Equipment-UTV Purchase (Firehouse Grant)	25,000	
General Fund-PD	Cyber Security Upgrades (Port Security Grant)	50,000	
General Fund-PD	Bullet Proof Vest (Federal Grant)	1,000	
General Fund-PD	3 Motorola Police In-Car Radio	15,000	
General Fund-PD	7 Altumi LPR Cameras	23,000	
General Fund-PD	14 Body Worn Cameras	37,949	
General Fund-PD	Firing Range Project	115,000	
General Fund-PD	Lifeguard Station	-	
	Total Capital Outlay-Public Safety/Police Department		**$ 388,309**
General Fund-PW	Beach Walkovers (Myra, Cedar, Lemon)	-	
General Fund-PW	Aluminum Pole Barn	60,000	
General Fund-PW	PW Roof Replacement	247,472	
General Fund-PW	PE Roof Support	85,600	
General Fund-PW-PD	Storm Shutters-Police Building	35,000	
General Fund-PW	Forklift (6,000 capacity)	110,000	
General Fund-PW	Pick up Truck	45,000	
General Fund-PW	Third Street Landscape Island	35,000	
General Fund-PW-PD	Lifeguard Station Project Definition	30,000	
General Fund-PW	Paving Poinciana, Bay and Kings	-	
	Total Capital Outlay-Public Works		**$ 648,072**
General Fund-CH-PS	City Hall & PD Generators (Grant)	200,000	
General Fund-CH-PS	Town Center Lighting Projects	150,000	
General Fund-CH-PS	Community Resilience Planning (Grant)	180,000	
General Fund-CH-PS	Jarboe Park Phase II	200,000	
General Fund-CH-PS	City-Wide Park Improvements	50,000	
General Fund-CH-PS	Tree Mitigation Project	33,000	
General Fund-CH-PS	Pathway Equipment	25,000	
General Fund-CH-PS	Sidewalk/Pathway Projects	100,000	
General Fund-CH-PS	Lemon St Improvement	100,000	
General Fund-CH-PS	Fifth Street On-Street	175,000	
	Total Capital Outlay -Parks & Sustainabilty		**$ 1,213,000**
	Total Capital Outlay-General Fund		**$ 2,660,881**
Stormwater	System Improvements-Myra, Margaret & South	1,100,000	
Stormwater	Davis St Culvert Design	125,000	
Stormwater	Bay St Culvert Design	125,000	
Stormwater	Replacement 1995 Ferguson Tractor	35,000	
Stormwater	Town Center Pump Station	500,000	
Stormwater	Sox Erosion Control-Davis Creek	36,000	
	Total Capital Outlay-Stormwater		**$ 1,921,000**
W&S- Grid	Replacement ATS at Florida Blvd	31,000	
W&S- Grid	Replacement Automatic Transfer Switch at Florida Blvd	21,400	
W&S- Grid	Replacement Three Mercury-Containing Pump Station	62,000	
W&S- Grid	Sanitary Sewer Pipe Lining	84,000	
W&S- Grid	Sanitary Sewer Manhole Lining	40,000	
W&S- Grid	Bal Harbor Station Replacement	20,000	

W&S- Grid	Redundant Wastewater Crossing of Third Street	140,000		
W&S- Grid	Florida Blvd and Forest Ave. Force Main Extension	750,000		
W&S- Wastewater	New Addition of Sewer CCTV Unit	65,000		
W&S- Wastewater	Belt Press Load-Out Replacement	75,000		
W&S- Wastewater	Replace Air Header for Plant 2	20,000		
W&S- Wastewater	Annual PA for Gruhn-May (Not Capital Outlay)	50,000		
W&S- Wastewater	New Variable Frequency Drives for Lone Start Process Blowers	32,000		
W&S- Wastewater	Belt Filters Press Rebuilt, Phase II	43,000		
W&S- Wastewater	Generator Repair/Upgrade	23,655		
W&S-Water	Renovate Ground Storage Reservoirs	233,000		
W&S-Water	Abandon Well 1 & 2	57,000		
W&S-Water	Motor Operating Valves to Isolate Reservoir	17,160		
			$	**1,764,215**
Parking Facilities	Ambassador Vehicle	30,000		
Information Technologies	IT-Various Projects	450,000		
	Total Capital Outlay-Others		**$**	**480,000**
	Total Capital Outlay-Enterprise Funds		**$**	**4,165,215**
	Total Capital Outlay		**$**	**6,826,096**

Special Meeting
Agenda Item #4
Ord. No. 2025-15
Municipal Non-Profits

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Ordinance 2025-15; Municipal Non-Profit – **Second Read**
SUBMITTED BY:	Paul Waters, City Attorney
DATE:	September 10, 2025
BACKGROUND:	This Ordinance gives specific authority to the City to create municipal non-profit business entities for any lawful purpose. Further approvals will be required by City Council to confirm the Mayor's appointments to the board of directors and to approve municipal non-profits' articles of incorporation and bylaws created under this Ordinance. Ordinance No. 2025-15 was passed at First Read on September 3, 2025
RECOMMENDATION:	Approve and Adopt Ordinance 2025-15 at Second and Final Read
ATTACHMENTS:	1. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes. 2. Ordinance 2025-15 3. AG Opinion 2011-01

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: **<u>ORDINANCE 2025-15:</u> AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION BY ENACTING SEC. 2-256. BY ALLOWING FOR CREATION OF NON-PROFIT BUSINESS ENTITIES; 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*.

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

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. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The Ordinance authorizes the City to incorporate municipal non-profit organizations for any lawful purpose.

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) Unknown

(b) Unknown

(c) Unknown

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Any impacts to business owners in the Central Business District should be minimal and effect a small number of businesses.

4. Additional information the governing body deems useful (if any):

N/A

SPONSORED BY: **ORDINANCE NO. 2025-15**

MAYOR CORRINE BYLUND

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION BY ENACTING SEC. 2-256. BY ALLOWING FOR CREATION OF NON-PROFIT BUSINESS ENTITIES; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2(b) of Article VIII, Florida Constitution, and Section 166.021(1), Florida Statutes, a provision of the "Municipal Home Rule Powers Act," state that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law**;** and

WHEREAS, no statute, ordinance, or law exists which governs or contradicts the ability of a municipality to establish non-profit business entities for the benefit of such municipality's citizens; and

WHEREAS, it is in the interest of the public health, safety, and welfare of the citizens of the City of Neptune Beach to encourage the creation of non-profit business entities to accept donations and grants to be used in furtherance of municipal purposes;

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

SECTION 1. Section 2-256 of the Code of Ordinances, City of Neptune Beach, Florida is hereby enacted to read as follows:

Sec. 2-256. Creation of municipal non-profit business entities.

(1) A non-profit business entity may be created to accept donations and grants to be used in furtherance of any municipal purposes as defined by Section 166.021, Florida Statutes. Any municipal non-profit business entity established pursuant to this section shall retain only such duties and privileges as are approved by resolution of the city council, which shall include the Articles of Incorporation and Bylaws of such municipal non-profit business entity. Any municipal non-profit business entity established pursuant to this section shall ensure its existence and operation remains in compliance with all applicable laws, including but not limited to those set

forth under Chapter 112, Chapter 119, and Section 286.011, Florida Statutes, as well as section 501(c)(3) of the Internal Revenue Code. Any law cited herein may be amended from time to time. Any such amendment shall be automatically incorporated herein without further action of the counsel.

(2) The incorporator of any municipal non-profit business entity established under this section shall be the city attorney, and the registered agent of any such municipal non-profit business entity shall be the city clerk. The finances of any municipal non-profit business entity established under this section shall be overseen by the chief financial officer of the City of Neptune Beach. The chief financial officer shall be responsible for any reporting or filing requirements mandated by law.

(3) Any municipal non-profit business entity shall have three (3) members on its board of directors. Any member of the board of directors shall be a resident of the City of Neptune Beach for at least one (1) year prior to the date of appointment. The chairperson of the board of directors and the president of the municipal non-profit corporation shall be a member of city council. The other two members of the board of directors shall be selected by the mayor and approved by city council. Each member shall serve a two (2) year term, subject to renewal by city council. In no event shall any member of the board of directors serve more than two (2) consecutive terms.

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 PUBLIC HEARING AND READING:

Mayor Corrine Bylund	YES
Vice Mayor Nia Livingston	YES
Councilor Tim Horvath	YES
Councilor Josh Messinger	ABSENT
Councilor Brent Rogers	YES

Passed on First Reading this 3rd day of September, 2025.

VOTE RESULTS OF SECOND AND FINAL PUBLIC HEARING AND READING:

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

Passed on Second and Final Reading this ___ day of _______, 2025.

____
Corrine A. Bylund, Mayor

ATTEST:

____
Catherine Ponson, City Clerk

Approved as to form and content:

____
Paul Waters, City Attorney

SUNSHINE/PUBLIC RECORDS LAW, NONPROFIT FOUNDATION

View PDF

Number: AGO 2011-01

Issued February 06, 2011

Subject: Sunshine/Public Records Law, nonprofit foundation

Mr. John J. Hearn
Law Offices of John J. Hearn, P.A.
1917 Northwest 81st Avenue
Coral Springs, Florida 33071

RE: PUBLIC RECORDS LAW – GOVERNMENT IN THE SUNSHINE LAW – MEETINGS – NON-PROFIT CORPORATIONS – FOUNDATIONS – MUNICIPALITIES – whether not-for-profit foundation is subject to Sunshine and Public Records Laws. s. 286.011, Fla. Stat.; Ch. 119, Fla. Stat.

Dear Mr. Hearn:

As Village Attorney for the Village of Biscayne Park, you have asked for my opinion on substantially the following questions:

1. Is the Biscayne Park Foundation, Inc., a not-for-profit foundation created by the Village of Biscayne Park, subject to Florida's Public Records Law, Chapter 119, Florida Statutes?

2. Is the Biscayne Park Foundation, Inc., a not-for-profit foundation created by the Village of Biscayne Park, subject to Florida's Government in the Sunshine Law, section 286.011, Florida Statutes?

In sum:

1. The Biscayne Park Foundation, Inc., is an "agency" for purposes of Chapter 119, Florida Statutes, and subject to the inspection and copying requirements thereof.

2. The Biscayne Park Foundation, Inc., is subject to and must comply with the requirements of section 286.011, Florida Statutes.

The Biscayne Park Foundation, Inc. ("the foundation"), is a 501(c)(3) charitable foundation and a not-for-profit organization that is described on the village's website and in village publications as "the Village's fundraising arm."[1] The foundation is intended to enhance the village's opportunities to raise monies through special events, sponsorships, donations, and grants for the Village of Biscayne Park.

As provided in its Articles of Incorporation, the foundation is "organized exclusively for charitable and educational purposes." The articles describe the purposes for which the corporation was formed:

"1. To raise the educational and social levels of the residents of the Village of Biscayne Park, Florida, to foster and promote community-wide interest and concern for the history and preservation of the Village of Biscayne Park.

2. To aid, support, and assist by gifts, contributions, or otherwise, other corporations, community chests, funds and foundations organized and operated exclusively for charitable, educational or scientific purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation.

3. To do any and all lawful activities which may be necessary, useful, or desirable for the furtherance, accomplishment, fostering, or attaining of the foregoing purposes, either directly or indirectly, and either alone or in conjunction or cooperation with others, whether such others be persons or organizations of any kind or nature, such as corporations, firms, association, trusts, institution, foundations, or governmental bureaus, departments or agencies.

4. All of the foregoing purposes shall be exercised exclusively [sic] charitable and educational purposes in such a manner that the Corporation will qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law."[2]

According to information you have supplied, the foundation was created by the village, the village manager was the foundation's incorporator, and the principal office of the foundation is located at the village's administrative offices. The sole member of the foundation is the village commission.[3] The village commission nominates and appoints the foundation's board of directors and has the power to remove any member of the board.[4] In addition, vacancies occurring on the board during any term will be filled by the village commission.[5] However, once the board is appointed, the foundation's board exercises full control over the operations of the foundation.[6] The board appoints its own officers and ancillary boards and exercises removal power over those officers.[7] You state that the foundation receives no public funding.

Question One – Public Records Law

Chapter 119, Florida Statutes, the Public Records Law, provides the public access to certain governmental documents.[8] The law is to be construed liberally in favor of openness.[9] When there is any doubt, Florida's courts find in favor o
disclosure.[10] The Public Records Law applies to all agencies, including any "business entity acting on behalf of a

public agency."[11] The only agency records that are exempt from inspection and copying under the act are those that are provided confidentiality by statute or those that are expressly exempted by a statute or general or special law.[12]

Resolution of the question of whether a private entity is required to disclose records under the Public Records Law depends on consideration of a number of factors delineated by the Florida Supreme Court in *News and Sun-Sentinel Company v. Schwab, Twitty & Hanser Architectural Group, Inc.*[13] Moreover, notwithstanding consideration of these individual factors, it is the totality of factors that controls the determination.[14] A review of the factors described in the *Schwab* case and application of the facts relating to creation and operation of the Biscayne Park Foundation, Inc., support the conclusion that the foundation is an "agency," such that it must comply with Florida's Public Records Law.

In *News and Sun-Sentinel Company v. Schwab, Twitty & Hanser Architectural Group, Inc.*,[15] the Florida Supreme Court adopted a totality of factors test, which had been utilized by several district courts in determining whether a private entity was subject to Chapter 119, Florida Statutes. The test developed by the *Schwab* Court involved identifying links between the governmental agency and the private entity which should be considered in making the determination; however, no single factor is controlling on the question of whether an entity is subject to the Public Records Law. Rather, all of these factors must be reviewed and weighed in order to determine whether a private organization is an agency for purposes of Chapter 119, Florida Statutes:

"1. Creation – did the public agency play a part in the creation of the private entity"?

The Biscayne Park Foundation, Inc., was created by the Village of Biscayne Park to act on behalf of the village in financing and administering certain charitable, educational and scientific programs.

"2. Funding – has the public agency provided substantial funds, capital or credit to the private entity or is it merely providing funds in consideration for goods or services rendered by the public entity?"

You have advised that the foundation receives no funding from the village. Operation of the foundation appears to be conducted using funds generated through the foundation's fund-raising activities and through the receipt of grants and gifts to the corporation.

"3. Commingling of Funds – whether there is a commingling of funds."

The only funds available to the Biscayne Park Foundation, Inc., are those received by the foundation from its own fundraising activities or through grants and donations.

"4. Public Property – whether the activity is conducted on publicly-owned property."

While you have advised that the foundation "plans not to use Village facilities, equipment, materials or supplies," it appears that the village manager (so identified in the articles of incorporation for the foundation) is the incorporator and registered agent for the foundation; the principal office of the corporation is located at the administrative offices of the village and the foundation's mailing address is the village hall. Further, the email address for the foundation is that of the village clerk of Biscayne Park.

"5. Decision-making process – does the private entity play an integral part in the public agency's decision-making process?"

The foundation plays no apparent role in the village's decision-making process.

"6. Governmental Function – 'whether the private entity is performing a governmental function or a function which the public agency otherwise would perform.'"[16]

The foundation acts as the village's "fundraising arm" in financing and administering certain charitable, educational, and scientific programs of the municipality – a municipal function.

"7. Regulation – does the public agency regulate or otherwise control the private entity's professional activity or judgment?"

The village is the sole member of the foundation and retains considerable control, including the right to remove board members and fill vacancies on the board. Changes to the foundation's articles or bylaws must be approved by the village.

"8. Financial Interest – whether the governmental agency has a substantial financial interest in the private entity."

The village has no financial interest in the foundation as an investor, but has a substantial interest in the foundation and its activities in accomplishing the purposes of the foundation.

"9. Goals – is the goal of the private entity to help the public agency and the citizens served by the agency?"

The expressed goal of the foundation is the enhancement of opportunities for village residents through fundraising on the village's behalf.

A review of the *Schwab* factors as applied to the Biscayne Park Foundation, Inc., would put the foundation squarely in line with a number of Florida cases and Florida Attorney General Opinions[17] concluding that nonprofit entities such as the foundation are subject to the inspection and copying requirements of the Public Records Law.

Among the district court decisions relied on by the *Schwab* Court was that of the Second District Court of Appeal in *Sarasota Herald Tribune Company v. Community Health Corporation, Inc.*,[18] in which the court held that a nonprofit corporation created and funded by the public hospital district to operate as a side-by-side corporation to enhance the services provided by the public hospital was subject to the provisions of Chapter 119, Florida Statutes. However, both *Schwab* and the *Sarasota Herald-Tribune* cases considered private business concerns with a governmental agency as one of their clients.

Your factual situation is more analagous to those court cases that have considered the agency status of private entities providing services that would otherwise be provided by the government such as *Memorial Hospital-West Volusia, Inc. v. News - Journal Corporation,*[19] *Putnam County Humane Society, Inc. v. Woodward,*[20] *Prison Health Services, Inc. v. Lakeland Ledger Publishing Company,*[21] and *Stanfield v. Salvation Army.*[22] These cases were not business entities with a broad client base that were performing an isolated contract for a government client. These cases illustrate the principle that when a private entity undertakes to provide a service otherwise provided by the government, the entity is bound by the Public Records Law to the same extent that the government would be.[23]

Finally, the fact that a private entity is incorporated as a nonprofit corporation is not dispositive on the issue of its status under Chapter 119, Florida Statutes. The relevant question is whether the entity is "acting on behalf of" an agency. instant inquiry, the Biscayne Park Foundation, Inc., was created by the Village of Biscayne Park to act as an instrum y on behalf of the village in financing and administering certain charitable, educational, and scientific programs. The village is the sole member of the foundation and retains considerable control, including the right to remove board members and fill vacancies on the board. The goals of the foundation are directed toward enhancing the quality of life in the community through fundraising on behalf of the Village of Biscayne Park which appears to constitute a municipal governmental purpose.

In light of the above and applying the "totality of factors" analysis developed by the Florida Supreme Court, I am of the opinion that the Biscayne Park Foundation, Inc., is an "agency" for purposes of Chapter 119, Florida Statutes, and subject to the inspection and copying requirements thereof.

Question Two – Government in the Sunshine Law

Section 286.011, Florida Statutes, the Government in the Sunshine Law, provides in pertinent part:

"All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision . . . at which official acts are to be taken are declared to be public meetings open to the public at all times . . . ."

In determining which entities may be covered by the Sunshine Law, the courts have stated that it was the Legislature's intent to extend application of the law so as to bind "every 'board or commission' of the state, or of any county or political subdivision over which it has dominion and control."[24] In addition, when interpreting the Sunshine Law, the law should be liberally construed to give effect to its public purpose.[25]

Although private organizations are generally not subject to the Sunshine Law, open meetings requirements can apply if a public entity has delegated "the performance of its public purpose" to a private entity.[26] The Supreme Court of Florida recognized, in *Memorial Hospital-West Volusia, Inc. v. News-Journal Corporation*,[27] the "natural tension between the privatization of traditionally public services and this State's constitutional commitment to public access to records and meetings concerning public business"[28] and found, in that case, that the delegation of the performance of its public purpose by a public hospital to a private entity would result in the private actor being subject to section 286.011, Florida Statutes, and Article I, section 24(b), Florida Constitution.[29]

In a factual situation similar to the one you have presented, this office considered whether the Pace Property Finance Authority, Inc., which was created by a county and in which the county prescribed the duties of the authority and appointed its initial board of directors, was subject to the Government in the Sunshine Law. In Attorney General Opinion 94-34, the county retained control of the structure and organization of the authority, including, among other things, the power to remove and replace directors, amend the articles of incorporation, and approve any changes in the by-laws. The opinion noted that the authority and its board of directors were clearly subject to the dominion and control of the county and concluded that "as an authority created by the county and subject to its control, the Pace Property Finance Authority, Inc., and its board of directors are subject to the Government in the Sunshine Law."

Like the Pace Property Finance Authority, Inc., the Biscayne Park Foundation, Inc., was created as a nonprofit corporation to act as an instrumentality on behalf of the Village of Biscayne Park and for its benefit in financing and administering certain charitable, educational, and scientific projects. The village commission created the authority, approved its articles of incorporation, and must approve any changes to the articles or the bylaws. The village appointed the members of the board of directors of the authority and continues to control removal and replacement of the board members. Ther[illegible]y one member of the corporation and it is the village itself. The combination of these factors leads me to conclude th[illegible] foundation is subject to the Government in the Sunshine Law.[30]

Accordingly, I am of the opinion that the Biscayne Park Foundation, Inc., is subject to and must comply with the requirements of section 286.011, Florida Statutes.

Sincerely,

Pam Bondi
Attorney General

PB/tgh

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[1] *See* http://www.biscayneparkfl.gov/index.asp, Biscayne Park Foundation, and Village of Biscayne Park, Biscayne Park Foundation Board Member Application.

[2] "Corporate Purposes," Articles of Incorporation of Biscayne Park Foundation, Inc., executed April 10, 2007.

[3] *See* Bylaw I: Membership, Amended Bylaws of Biscayne Park Foundation, Inc., adopted September 14, 2010.

[4] *Id.* ss. 1, 3, and 5, Bylaw II: Board of Directors.

[5] *See* s. 4, Bylaw II, *supra* n.3.

[6] Bylaw II: Board of Directors, *supra* n.3.

[7] Bylaw III: Officers, *supra* n.3.

[8] Sections 119.01 and 119.07, Fla. Stat.

[9] *Woolling v. Lamar*, 764 So. 2d 765 (Fla. 5th DCA 2000), *review denied*, 786 So. 2d 1186 (Fla. 2001); *Dade Aviation Consultants v. Knight Ridder, Inc.*, 800 So. 2d 302 (Fla. 3d DCA 2001).

[10] *City of St. Petersburg v. Romine*, 719 So. 2d 19 (Fla. 2d DCA 1998).

[11] Section 119.011(2), Fla. Stat.

[12] Section 119.071, Fla. Stat.; *Wait v. Florida Power & Light Co.,* 372 So. 2d 420 (Fla. 1979); *Miami Herald Publishing Co. v. City of North Miami*, 452 So. 2d 572 (Fla. 3d DCA 1984).

[13] 596 So. 2d 1029 (Fla. 1992).

[14] *Memorial Hospital-West Volusia, Inc. v. News-Journal Corp.*, 729 So. 2d 373, 379 (Fla. 1999) (citing *Schwab, id.* at 1031-32).

[15] 596 So. 2d 1029 (Fla. 1992).

[16] *Schwab, id.* at 1031.

[17] *See, e.g.,* Op. Att'y Gen. Fla. 94-34 (1994) (Pace Property Finance Authority, Inc., created as a Florida nonprofit corporation by Santa Rosa County as an instrumentality of the county to provide assistance in funding and administration of certain governmental programs subject to Ch. 119, Fla. Stat.); Inf. Op. to Ellis, dated March 4, 1994 (rural health networks, established as nonprofit legal entities organized to plan and deliver health care services on a cooperative basis pursuant to s. 381.0406, Fla. Stat., subject to Ch. 119, Fla. Stat.); Op. Att'y Gen. Fla. 95-17 (1995) (South Florida Fair and Palm Beach County Expositions, Inc., created pursuant to Ch. 616, Fla. Stat., subject to Ch. 119, Fla. Stat.).
[18] 582 So. 2d 730 (Fla. 2d DCA 1991).

[19] 729 So. 2d 373 (Fla. 1999).

[20] 740 So. 2d 1238 (Fla. 5th DCA 1999).

[21] 718 So. 2d 204 (Fla. 2d DCA 1998).

[22] 695 So. 2d 501 (Fla. 5th DCA 1997).

[23] *See Dade Aviation Consultants v. Knight Ridder, Inc.*, 800 So. 2d 302 (Fla. 3d DCA 2001).

[24] *See, e.g., Times Publishing Company v. Williams,* 222 So. 2d 470, 473 (Fla. 2d DCA 1969); *City of Miami Beach v. Berns,* 245 So. 2d 38 (Fla. 1971).

[25] *See Board of Public Instruction Of Broward County v. Doran*, 224 So. 2d 693 (Fla. 1969); *Wood v. Marston*, 442 So. 2d 934 (Fla. 1983) (statute should be broadly construed to effect its remedial and protective purposes). *Cf. Cape Coral Medical Center, Inc. v. News-Press Publishing Company, Inc.,* 390 So. 2d 1216, 1218, n.5 (Fla. 2d DCA 1980) (inasmuch as the policies behind Ch. 119, Fla. Stat., and s. 286.011, Fla. Stat., are similar, they should be read together); *Wood v. Marston,* 442 So. 2d 934, 938 (Fla. 1983); *Krause v. Reno*, 366 So. 2d 1244, 1252 (Fla. 3d DCA 1979), for the proposition that when attempting to apply the open government laws to private organizations, the courts look to Ch. 119 to determine the applicability of the Sunshine Law.

[26] *Memorial Hospital-West Volusia, Inc. v. News-Journal Corporation*, 729 So. 2d 373 (Fla. 1999). *And see Mae Volen Senior Center, Inc. v. Area Agency on Aging*, 978 So. 2d 191 (Fla. 4th DCA 2008), *review denied*, 1 So. 3d 172 (Fla. 2009) (area agencies on aging which are public or private nonprofit organizations designated by the Department of Elder Affairs to coordinate and administer department programs and to provide, through contracting agencies, services for the elderly within a planning and service area are subject to Ch. 119 and s. 286.011, Fla. Stat., when considering any contracts requiring the expenditure of public funds).

[27] 729 So. 2d 373 (Fla. 1999).

[28] *Id.* at 376.

[29] *Supra* n.27 at 383.

[30] *And see* Op. Att'y Gen. Fla. 04-44 (2004) (Sunshine Law applies to Prison Rehabilitative Industries and Diversifie

Enterprises [PRIDE], the nonprofit corporation established by state law to manage correctional work programs of the Department of Corrections). *Cf.* Inf. Op. to Martelli, dated July 20, 2009 (State Fair Authority created by statute as a public corporation, is subject to s. 286.011, Fla. Stat.). *See also* Ops. Att'y Gen. Fla. 98-55 (1998) (meetings of the board of directors of the Council on Aging of St. Lucie, Inc., a nonprofit organization incorporated pursuant to the "Community Care for the Elderly Act," must comply with the Sunshine Law); 98-42 (1998) (Florida High School Activities Association, Inc., having been legislatively designated as the governing organization of athletics in Florida public schools, is subject to the Sunshine Law); and 98-01 (1998) (Sunshine Law applies to board of trustees of insurance trust fund created pursuant to collective bargaining agreement between city and employee union).

Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

SPONSORED BY:
COUNCILOR JOSH MESSENGER

Special Meeting
Agenda Item ##5,6
Payment In-Lieu

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEMS:	Ordinance 2025-16: Parking Ordinance; Resolution No. 2025-17, payment-in-lieu fees – **Deferred on September 3, 2025**
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	September 10, 2025
BACKGROUND:	LDC Sec. 27-541. – “Payment in-lieu of providing off-street parking in the Central Business District” provides an opportunity for the owner of a property to request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540. The purpose of this ordinance is to incentivize payment of the payment in lieu by offering a 20% discount for one-time payments. The Ordinance also establishes a revised payment plan which allows a 20% initial payment (instead of a 50% initial payment) and annual payments (instead of monthly payments) thereafter until the balance is paid in full. The amendment eliminates interest payments except upon default of the payment agreement, at which time the remaining balance shall “accelerate” and become due in full plus interest. The ordinance creates Section 27-481 which establishes criteria for lease agreements between the City and business owners in the Central Business District that encumber the City’s parking spaces by the placement of dumpsters or other uses.
RECOMMENDATION:	Approve Ordinance 2025-16 upon first reading, and forward to a second reading for final adoption. Adopt Resolution Number 2025-17
ATTACHMENTS:	1. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes. 2. Draft Ordinance 2025-16 3. Resolution 2025-17

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: **ORDINANCE 2025-16: AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING AND REVISING CHAPTER 27 OF THE UNIFIED LAND DEVELOPMENT REGULATIONS BY REVISING ARTICLE XIII - PARKING AND LOADING SECTION 27-541 PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING IN THE CENTRAL BUSINESS DISTRICT; AND BY CREATING SECTION 27-481 ESTABLISHING PROCEDURES FOR ENTERING INTO LEASES WITH BUSINESSES FOR UTILIZING CITY PARKING SPACES FOR DUMPSTERS AND OTHER USES; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR 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:

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[1] *See* Section 166.041(4)(c), *Florida Statutes*.

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. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The Ordinance allows business owners greater flexibility to enter into payment plans for payment-in-lieu of parking agreements by allowing a smaller initial payment (from 50% down to 20%) and annual payments for the remaining balance owed, instead of monthly payments. The Ordinance also eliminates interest payments unless upon default of the agreement at which time payment of the remaining balance shall "accelerate" and payments shall become due in full plus interest. The Ordinance also creates criteria for leasing parking spaces to business owners in the Central Business District that are encumbered by dumpsters or other uses.

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) Unknown

(b) Unknown

(c) Unknown

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 over. Any impacts to business owners in the Central Business District should be minimal and effect a small number of businesses.

4. Additional information the governing body deems useful (if any):

N/A

INTRODUCED BY:
COUNCILOR JOSH MESSINGER

ORDINANCE NO. 2025-16

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING AND REVISING CHAPTER 27; BY REVISING ARTICLE XIII - PARKING AND LOADING SECTION 27-541 PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING IN THE CENTRAL BUSINESS DISTRICT; AND BY CREATING SECTION 27-481 ESTABLISHING PROCEDURES FOR ENTERING INTO LEASES WITH BUSINESSES FOR UTILIZING CITY PARKING SPACES FOR DUMPSTERS AND OTHER USES; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Neptune Beach, Florida has determined that it is necessary and in the interest of the public welfare to amend the language contained Section 27-541 of the Code of Ordinances regarding associated with payment-in-lieu of providing off street parking in the Central Business District; and

WHEREAS, the City Council of the City of Neptune Beach, Florida has determined that it is necessary and in the interest of the public welfare to establish criteria for leases with businesses within the Central Business District for using the City's parking spaces to place dumpsters and other uses by creating Section 27-549 of the Code of Ordinances.

WHEREAS, leasing parking spaces for private use reduces the availability of parking for the public. By charging business owners rent to lease those spaces under the criteria set forth herein ensures that the citizens of Neptune Beach are not negatively impacted and is in accordance with the Florida Constitution, which requires the use of public funds for a public purpose and not a private gain.

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

SECTION 1. Section 27-541 of the Code of Ordinances, City of Neptune Beach, Florida is hereby amended to read as follows: (s~~trikethrough~~ text shall mean deletions and underlined text shall mean additions. All amendments are highlighted for the benefit of the City Council. All ~~strikethroughs~~, underlines and highlights shall be removed after final adoption.):

Sec. 27-541. Payment in-lieu of providing off-street parking in the Central Business District.

In order to facilitate the improvement and redevelopment of properties in the central business district (CBD) in a manner that is consistent with the existing character of the neighborhood, the owner of a property may request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540. Any required ADA spaces must still be provided on-site. Requests to use the payment-in-lieu of parking fee for alternative compliance with the off-street parking requirements shall be submitted to the community development department and may be reviewed by the community development board and the community development director, as applicable.

(1) *Fee calculation.* The amount of the payment to the payment-in-lieu of parking program will allow the City of Neptune Beach to acquire land, finance, design, construct, and carry out maintenance and repairs to public parking facilities; and to perform other necessary and desirable actions to provide improvements to public off-street parking facilities, and to promote parking alternatives and nonvehicular transportation. ~~The amount of the payment shall be a flat amount per space as established by resolution of the city council and updated from time to time.~~

a. New construction and existing structures. For new construction and expansion, alteration or rehabilitation, or change of use of an existing structure that results in an increased parking requirement as determined in accordance with the Code the payment in-lieu of parking fee shall be satisfied as determined by the community development department fee adopted by separate city council resolution and updated from time to time. The payment-in-lieu parking fee may be paid to the city in one payment or pursuant to the terms and conditions of a payment plan as more fully described herein. ~~The first payment of fifty (50) percent of the total fee shall be made to the community development department prior to issuance of a building permit for construction of a principal building or structure on the lot or the first certificate of occupancy (whichever comes sooner). The fifty (50) percent balance amount due may be paid in equal monthly payments for up to two (2) years pursuant to the agreement requirements and payment plan detailed in subsections (2) and (3) below.~~

(2) *In-lieu of parking fee agreement.* The executed agreement shall be recorded by the community development department prior to the issuance of the building permit or certificate of occupancy or certificate of use, as applicable. The obligations imposed by the agreement shall constitute a restrictive covenant upon a property, and shall bind successors, heirs and assigns in favor of the city. The restrictive covenant shall be released by the city only upon full payment of the in-lieu parking fees due. In-lieu of parking fee agreements shall only be made between the city and the owner(s) of the subject property.

(3) *Fee collection for ~~monthly~~ payment plan.* Property owners may pay the payment-in-lieu of parking fee in accordance with the terms and conditions of a payment plan as determined by the community development department fee adopted by separate city council resolution. The first fee payment for applicants entering into an in-lieu of parking fee agreement shall be paid to the community development department prior to the issuance of a building permit for construction of a principal building or structure on the lot. If no building permit is needed, the first payment shall be due and paid to the community development department at the time the certificate of use, or certificate of occupancy (if required) is issued. ~~The remaining amounts shall be paid in no more than twenty-four (24) monthly payments due on the first day of the first month following the initial fifty (50) percent payment, plus interest in the amount of prime rate percent per annum, until the city has received payment in full of the remaining balance. The prime rate shall be determined at the time of execution of the parking fee agreement and shall be based on the rate established by the Wall Street Journal. If such rate is not available. the city may use such other source as it determines appropriate in its reasonable discretion.~~

(4) *Administration.* The community development department shall administer the collection of in-lieu funds. The finance department shall administer the collection of ~~monthly~~ fees for applicants entered in an in-lieu of parking fee agreement using information provided in writing by the community development department. Additional payments and procedures for late payments and failure to pay penalties shall be determined by the community development department and adopted by separate city council resolution and included within the in-lieu of parking fee agreement.

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SECTION 2: The Code of Ordinances, City of Neptune Beach, Florida, is hereby amended by adding a section, to be numbered 27-549, which section reads as follows (All new text shall be underlined and highlighted for the benefit of the City Council. All underlines and highlights shall be removed after final adoption.):

Sec. 27-481. Establishing lease criteria for encumbrance of parking spaces in the Central Business District.

The City shall enter into a lease agreement with any business owner within the Central Business District that encumbers parking spaces for the placement of a dumpster or other use by the business approved by the City Council. The lease agreement shall be for a term of one year, which shall automatically renew unless either party provides 30-day notice of termination prior to the end of the term. The rent shall be calculated on a per-parking space basis. The value of each parking space shall be determined by the average amount of revenue generated by each space in the Central Business District as reported by the budgetary report provided for the City's annual budget which is published in October of each year. The amount of rent shall be automatically adjusted in the January following each renewal of the lease agreement. Any lease agreement for a dumpster shall require construction of a hard sided gated enclosure that is consistent with the aesthetics and character of the business's building. Construction of all enclosures must meet the requirements found in the City's Land Development Code. The enclosure shall also meet additional requirements of the waste management vendor to allow unencumbered pick-ups. The lease agreement may contain other terms and conditions negotiated by the City Attorney or City staff and each lease agreement shall be approved by the City Council. The provisions of this part shall apply to all existing leases upon renewal. Staff shall review all leases on an annual basis.

SECTION 3: 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 4. 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 5. 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 6. Effective Date. This ordinance shall immediately take effect upon second reading and approval.

(ADOPTION AND SIGNATURE PAGE FOLLOWS)

VOTE RESULTS OF FIRST PUBLIC HEARING AND READING:

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

Passed on First Reading this ___ day of__________, 2025.

VOTE RESULTS OF SECOND AND FINAL PUBLIC HEARING AND READING:

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

Passed on Second and Final Reading this ___ day of _______, 2025.

____
Corrine A. Bylund, Mayor

ATTEST:

____
Catherine Ponson, City Clerk

Approved as to form and content:

____
Paul Waters, City Attorney

INTRODUCED BY:
COUNCILOR JOSH MESSINGER

Special Meeting
Agenda Item #6
Res. No. 2025-17
Payment In-Lieu Fees

RESOLUTION NO. 2025-17

RESOLUTION ESTABLISHING PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING IN THE CENTRAL BUSINESS DISTRICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 1, 2022, the City Council adopted Ordinance No.2022-03 Chapter 27 Unified Land Development Code Article VIII Parking and Loading, Section 27-541 “Payment in-lieu of providing off-street parking in the Central Business District” as amended by Ordinance No. 2025-13 on or about September 15, 2025; and,

WHEREAS, Section 27-541 stipulates that a payment in-lieu of providing off-street parking in the Central Business District fees and obligations shall be established by the resolution of the City Council.

WHEREAS, the City of Neptune Beach has determined that the payment of the in-lieu parking fee may be made in one lump sum at a discounted rate, or the payment in-lieu of parking fee may be made in accordance with the terms and conditions of a payment plan; and

WHEREAS, breach of said payment plan shall result in penalties as outlined herein and in an agreement for payment plan.

NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, that a payment in-lieu of providing off-street parking in the Central Business District fee be established at **$13,500** per parking space. The total payment in-lieu of providing off-street parking fee shall be discounted (20) percent if paid in full in one payment. Payment shall be due and paid to the community development department at the time the certificate of use, or certificate of occupancy (if required) is issued. Fee shall automatically be updated annually in October in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), South Region, Other goods and services, as published by the Bureau of Labor Statistics.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEAC, FLORIDA, upon approval by the City Council, the property owner may enter a payment plan agreement for the payment-in-lieu parking fee. Any fee for a payment-in-lieu parking plan shall be calculated on a per-parking space basis. An initial payment of at least twenty (20) percent shall be due and paid to the community development department at the time the certificate of use, or certificate of occupancy (if required) is issued. The remaining amounts shall be paid in equal annual payments, interest free, due on the first day of the first month following the initial execution of the payment plan agreement. Any payment more than thirty days late shall be considered a material breach of the payment plan agreement. In the event of default, the remaining balance shall “accelerate” and be immediately due and payable in full plus interest. In the event of default for late payment, the City Manager or their designee may approve no more than two 30-day extensions during the term of the payment plan. The interest rate shall be determined at the time of breach of the payment plan agreement and shall be based on the rate established by the Wall Street Journal. If such rate is not available. The city may use such other source as it determines appropriate in its reasonable discretion. In addition to the acceleration payments and charging interest, the City may enforce the payment pan agreement and collect the outstanding balance by any remedies available in law and equity. All terms and conditions in this Resolution shall be included in the payment plan agreement.

This Resolution shall become effective upon adoption of Ordinance 2025-16.

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular City Council Meeting held on this ______ day of__________, 2025.

____
Corrine Bylund, Mayor

ATTEST:

____
Catherine Ponson, City Clerk

Approved as to Form and Content:

Paul Waters

____
Paul Waters, City Attorney

Special Meeting
Agenda Item #7A
FOP Agreement

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Approval of Florida State Lodge, Fraternal Order of Police Agreement
SUBMITTED BY:	Jillian McCann, HR Coordinator
DATE:	09/15/2025
BACKGROUND:	Every year, the City of Neptune Beach and the Florida State Lodge, Fraternal Order of Police, Inc., renegotiate wages and benefits of their agreement. This year, the negotiations focused on providing all employees with a 3.5% cost-of-living adjustment, implementing a career tracks program for the non-sworn personnel, and providing an incremental sliding scale for FY27 and FY28 for the OIC (Officer in Charge) and NSD (Night Shift Differential) pay.
RECOMMENDATION:	To approve the contract.
ATTACHMENT:	The Florida State Lodge, Fraternal Order of Police Agreement

Agreement

Between

THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC

and

CITY OF NEPTUNE BEACH, FLORIDA

October 1, 2025 through September 30, 2028

TABLE OF CONTENTS

PREAMBLE

This Agreement is entered into, effective as of October 1, 2025, between the City of Neptune Beach, Florida, hereinafter referred to as the "City," and the Florida State Lodge, Fraternal Order of Police, Inc., and its members within the Neptune Beach Police Department, hereinafter referred to as the "Union or FOP."

It is the intent and purpose of the Agreement to ensure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences between the parties' concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

There shall be no individual arrangements contrary to the terms herein provided.

It is understood that the City is engaged in furnishing essential public services which vitally affect health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE I
RECOGNITION

The City recognizes the Florida State Lodge, Fraternal Order of Police, Inc., as the exclusive Bargaining Representative as defines in Chapter 447, Florida Statutes, for all employees in the Bargaining Unit defined by the Public Employees Relations Commission (PERC) in Certification number 1226, Case No. AC-2024-044.

"Employee" or "employees" shall mean all full-time employees of the Police Department of the City employed by the City of Neptune Beach who are included in said certification order.

ARTICLE II
REPRESENTATIVES OF PARTIES FOR BARGAINING PURPOSES

SECTION 1:

During the term of this Agreement the City will deal only with the authorized representatives of the Union or FOP in all matters requiring mutual consent or other official action called for by this Agreement.

SECTION 2:

During the terms of this Agreement the Union or FOP and the employees covered hereunder shall deal only with the Chief Executive Officer of the City or his representative in matters requiring mutual consent or other official action.

ARTICLE III
MANAGEMENT RIGHTS

SECTION 1:

The Union or FOP recognizes that it is the function of the City management to determine and direct the policies, mode, and method of providing its services, without any interference in the management and conduct of the City's business by the Union or FOP or any of its representatives.

The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operation and the direction of its work force. The City expressly reserves all rights, powers, and authority customarily exercised by governmental management, including all inherent, statutory, and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter, re-arrange, change, extend, limit or curtail its operation, or any part thereof, unless specifically expressed in this Agreement. The exercise of the described management functions by the City shall not by contrary to the express provisions of this Collective Bargaining Agreement.

SECTION 2:

Without limiting the provisions of this section, but in order to clarify some of the more important unilateral rights retained by the City, the City shall have the following unilateral management rights which it may exercise in its sole discretion:

1. To determine the size and composition of the workforce, including the number or composition of employees assigned to any particular operation, shift or turn;

(a) To determine the number or type of equipment, vehicles, materials, and supplies to be used, operated or distributed;

(b) To hire, re-hire, promote, lay-off and recall employees;

(c) To reprimand, suspend, demote, discharge, or otherwise discipline employees for proper cause, consistent with the provisions of this Agreement;

(d) To maintain and improve the efficiency of the employees;

(e) To determine job content, titles and minimum qualifications for job classifications and the amount and type of work;

(f) To establish new jobs, abolish or change existing jobs, and to increase or decrease the number of jobs or employees;

(g) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift;

(h) To require employees to work overtime;

(i) To assign or reassign shifts, create, abolish or alter shifts and rotate shifts. If shifts are to be rotated the Union or FOP will be given 30 day notice and allowed to discuss the concerns with the Chief;

(j) To establish and modify standards of fitness of employees to perform work;

(k) To establish, modify or abolish a procedure requiring employees to undergo physical agilities testing, including medical examinations and drug and alcohol screening. The City may, in its sole discretion, determine the extent of any physical examination or physical agilities test and the City will bear the cost of such examination or test;

(l) To contract and/or subcontract, discontinue or otherwise dispose of or transfer any or all work operation or services or part thereof performed by any employee of the police department;

(m) To make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies;

(n) To institute, modify, or terminate any bonus, merit, reward, or work incentive plan;

(o) To make, maintain, change, enforce or rescind policies, procedures, rules of conduct, orders, practices, and other operational procedures, policies and guides not inconsistent with this Agreement, including the right to alter or vary existing or past practices as the City may determine to be necessary for the orderly and efficient operations, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement;

(p) To make or change rules, policies and practices, including those matters affecting the efficiency, safety and discipline, not in direct conflict with the provisions of this Agreement;

(q) To introduce new, different or improved methods, means and processes of conducting any business of the City, transportation, maintenance, serve and operations;

(r) To determine the qualifications for and select all employees of the City;

(s) To determine the work to be performed during the employee's regular work day or shift and require that all work be performed in a safe, satisfactory and professional manner.

SECTION 3:

The City shall, in its sole discretion, schedule the work period, work week, duty periods, duty schedules and duty cycles of all employees in the bargaining unit. The City has the sole discretion to schedule and/or assign hours of work, either less or more than the normal duty period/schedule/cycle.

Any and all aspects of wages, hours, and working conditions, which are not specifically covered by this Agreement, may be initiated, instituted, continued, discontinued, or modified without notification of or consultation with the Union or FOP or members of the bargaining unit.

SECTION 4:

The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

SECTION 5:

The City Union or FOP, subject to state law, has the sole authority to determine the purpose and mission of the City and the amount and allocation of the budget.

SECTION 6:

If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane or other weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, except for work performed during emergencies shall be compensated as set forth in this Agreement.

SECTION 7:

It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and employees at the discretion of the City may be required to perform duties not within their specific job descriptions.

SECTION 8:

Delivery of the City's service in the most efficient, effective, and courteous manner is a paramount importance.

ARTICLE IV
EXISTING RULES, POLICIES AND PRACTICES

SECTION 1:

It is expected that the Police Department is continually developing policies, rules, and regulations governing employment. In the event of a conflict between said policy, rules and regulations and this Agreement, the terms of this Agreement shall control.

SECTION 2:

Nothing in this article shall be construed as a waiver of the Union or FOP's right to bargain over any rule change which has the practical effect of altering the terms and conditions of employment as established by this Agreement. In the event of such change, a request for bargaining shall be provided to the City within fifteen (15) working days of notification of the proposed rule change.

SECTION 3:

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for City and Union or FOP notices. The bulletin board shall not exceed 2' X 3' in size and the location within the squad room shall be approved by the Chief of Police.

SECTION 4:

Notification of any rule, policy or practice change shall be provided to the Union or FOP prior to its effective date by posting of said rule change on the bulletin board thirty (30) days prior to the effective date so the union can comment within two weeks, unless circumstances dictate the imposition of an immediate effective date for the rule change.

SECTION 5:

The Union or FOP recognizes the need for a probationary period for new employees. The purpose of the probationary period is to observe the new employee's work in order to secure the most effective adjustment of a new employee to the position and to reject any employee whose performance does not meet the required work standards.

Probation is defined as a period of 12 calendar months, in which the employee serves in an at-will status. This allows the agency to evaluate the employee and determine their overall ability to serve in the role they were hired to fulfill. During this period, newly hired employees do not have a property right to his or her employment and may be terminated without cause. This does not apply to promoted employees, as he or she will maintain a reversion right to the last position they held prior to promotion. Any probationary period may be extended by the order of the Chief of Police.

a. Newly hired non-sworn civilian employees probationary period shall begin on the date of hire.
b. Newly hired sworn officers probationary period shall begin on the date of hire. However, the twelve (12) month period shall begin on the date that he or she successfully completes

the Field Training Program and has begun to serve as a solo-officer. Thus, newly-hired sworn officer's probationary period can range from 14 – 18 months depending upon their experience and the length that they are in training.

If the newly hired probationary employee has been found to be unsatisfactory, the employee shall be dismissed by the Chief of Police at the time of such determination and shall not be eligible to use the grievance procedure outlines in this Agreement.

In the event an employee is promoted within the department, he shall serve a six (6) month probationary period. If such employee, who is serving a probationary period incurred because of a promotion, is determined to be unqualified in that position, the employee shall revert to the position and status held immediately prior to promotion.

ARTICLE V
GRIEVANCE PROCEDURE

SECTION 1:

A grievance shall be defined as any difference, dispute, or complaint regarding the interpretation or application of the terms of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Union or FOP. The aggrieved employee may be accompanied at any grievance procedure by a Union or FOP representative.

Exclusivity Clause: A non-dues-paying employee covered by this Bargaining agreement, may avail himself/herself of all pre-arbitration procedures under this Article. If a grievance is filed by anyone other than the FOP, the City shall notify the FOP in writing. The FOP shall be notified of any grievance meeting/hearing between the non-member and the City. Such non-dues paying bargaining unit employee shall be required to bear the full cost of preparing and presenting his/her own case. To the extent permitted by law, access to the arbitration process hereunder is limited to the FOP and no bargaining member (non-dues paying or dues paying), may proceed to arbitration without the authorization from the FOP.

A grievance not advanced to a higher step within the time limit provided shall be deemed withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to answer within the time limit as set forth in any step will entitle the employee to proceed to the next step. For the purpose of calculating time limits, Saturdays, Sundays, holidays and the day on which the grievance, or a reply to a grievance, is received, shall not be counted.

SECTION 2:

Should any grievance arise, there shall be an earnest effort by the parties to settle such grievance promptly through the following steps:

Step 1:

The aggrieved employee shall orally present his grievance to his immediate supervisor within ten (10) working days of the occurrence of the alleged grievance. The supervisor shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days following receipt of the grievance, meet with aggrieved employee. The supervisor shall notify the aggrieved employee of the decision, in writing, not later than ten (10) working days following the meeting.

Step 2:

If the grievance is unresolved in Step 1, then the employee shall submit the grievance, in writing, along with the response from the supervisor to the Chief of Police. This shall be done within ten (10) working days of the time the response was received in Step 1. The Chief of Police shall meet with the aggrieved employee within ten (10) working days after his receipt of the grievance. Within ten (10) working days following the meeting date, the Chief of Police shall notify the aggrieved employee of this decision, in writing.

Step 3:

If the grievance is unresolved in Step 2, then the employee shall submit the grievance, in writing, along with the response from the supervisor and the Chief of Police to the City Manager. This shall be done within ten (10) working days of the time the response was received in Step 2. The City Manager shall meet with the aggrieved employee within ten (10) working days after his receipt of the grievance. Within ten (10) working days following the meeting date, the City Manager shall notify the aggrieved employee of this decision, in writing.

Step 4:

In the event that the grievance is still unresolved, the grievance may be submitted to final and binding arbitration as provided in Step 5.

Step 5:

Within ten (10) working days of the date of the decision of the City Manager, the Union or FOP shall notify the City Manager of its intent to arbitrate. The City and the Union or FOP shall jointly request, from the Federal Mediation and Conciliation Service, a list of five (5) names of qualified arbitrators. Within ten (10) working days after receipt of such a list, representatives of the City and the Union or FOP shall meet, and each party shall strike two (2) names from the list in alternating fashion. The party striking first will be determined by the toss of a coin. Upon the selection, as promptly as can be arranged, the arbitration hearing shall be held. The decision of the arbitrator shall be final and binding on both parties, provided however, that the decision is not in violation of Florida's Arbitration Code.

SECTION 3:

The cost of the arbitrator shall be paid solely by the losing party. The parties shall be responsible for the costs of their own witnesses and the cost of any transcript requested by them. Copies of the decision of the arbitrator shall be furnished to the City, the Union or FOP, and the aggrieved employee within thirty (30) days from the date of the hearing.

SECTION 4:

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

All grievances must be handled exclusively as set forth in this procedure. Both the City and the Union or FOP agree that no issue, which may be the subject of a grievance under this Agreement, as defined above, may be addressed, challenged or presented to the Neptune Beach Civil Service Board.

Nothing in this Agreement shall be construed to prevent employees from discussing any questions or complaints with their supervisors or the Chief of Police. Employees of the City are encouraged to bring any questions, complaints, or other concerns to their supervisors in accordance with the Department's "open door policy." Any employee's informal discussion with his or her supervisor, sergeant, lieutenant or the Chief of Police, or any other person, shall not delay or postpone the time limits for filing a formal grievance under this procedure.

If the aggrieved employee requests Union representation, the grievant will notify the City, and the grievant will be responsible for notifying the Union or FOP of any meeting called for the resolution of such grievance.

Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and may be extended only by mutual agreement of the parties, in writing. The City is not required to consider, respond to, or act upon, any grievance which is not filed within the time set forth in this Article. A grievance shall be considered settled at any point when the employee fails to file the necessary written notice to invoke the next step of the grievance procedure.

SECTION 5:

Grievances involving or affecting more than one (1) member of the bargaining unit may be filed collectively by the Union or FOP.

ARTICLE VI
DISCIPLINE AND DISCHARGE

SECTION 1:

No employee shall be demoted, suspended without pay, dismissed, or otherwise disciplined without just cause. Employees shall have the right to appeal demotions, suspensions, dismissals, or other disciplinary actions by utilizing the grievance procedures of this Agreement or any other administrative appeal mechanism available to them. Upon utilizing one of the available appeal mechanisms, the employee shall forfeit the right to use any other administrative appeal mechanism. The City shall furnish the employee to be disciplined demotion, suspension or dismissal, a written statement specifying in detail the reasons for the discipline at the time the notice of discipline is given to the employee.

SECTION 2:

The provisions of Chapter 112, Part VI, Florida Statutes (1998), known as the Law Enforcement Officer's Bill of Rights, are incorporated herein to the same extent as if set forth herein and are hereby made a part hereof and shall be complied with by the City in all disciplinary actions against police officers. Should Chapter 112, Part VI, be repealed during the life of this Agreement, its provisions will continue to be in effect as a contractual provision, unless a new statute covering these matters is enacted. In such event, the new statute shall apply.

SECTION 3:

Upon appeal of any discipline, other than discharge or suspension more than five (5) days, which result in an arbitration, the employee shall have the burden of providing, by a preponderance of the evidence, that the City committed an abuse of discretion in a decision, conclusion, or credibility resolution concerning the discipline. Upon appeal of any discharge or suspension more than five (5) days, which results in an arbitration, the City shall have the burden of providing, by a preponderance of the evidence that the employee engaged in the conduct charged. The burden of proof is on the Union for interpretation of the Contract.

SECTION 4:

In determining the level of discipline, the City will consider the severity of the offense, the number of offenses committed, the employee's performance record, prior discipline, prior commendations, and other mitigating or aggravating factors.

SECTION 5:

All employees shall have an opportunity to state their position concerning the alleged offense to the Chief of Police, or his designee, prior to imposition of any discipline which would result in loss of pay or discharge.

ARTICLE VII
RECALL PAY

SECTION 1:

Any employee who is recalled to duty, after having left for the day, or on a regularly scheduled day off, vacation day or compensatory day, or more than two (2) hours prior to the start of his regular scheduled tour of duty, shall be guaranteed a minimum of three (3) hours overtime pay.

For this Section, recall is defined as any duty, detail or response to a lawful order to be performed within or without the City for which the employee can be disciplined.

SECTION 2:

Any employee whose appearance is required in Traffic or Criminal Court, appearance in Civil Courts, pretrial conferences, filing affidavits, and depositions as a result of a matter arising out of the course of his employment shall receive a minimum of three (3) hours overtime pay if such attendance is during employee's off-duty time.

ARTICLE VIII
HOURS OF WORK AND OVERTIME

SECTION 1:

Nothing in this article shall be construed as a guarantee of hours of work per day or per week, or of days of work per week.

SECTION 2:

The work cycle shall be twenty-eight (28) days work period pursuant to the Fair Labor Standards Act 7(k) exemption and seven (7) days for un-sworn staff. It is understood, however, that the Neptune Beach Police Department is a twenty-four (24) hour, seven (7) days per week operation and that nothing is this Agreement shall be construed as prohibiting the rescheduling of manpower to change shifts, or to increase, decrease, initiate, restrict and cancel a shift to suit the needs and requirements of the department.

SECTION 3:

The determination of the daily and weekly work schedules, including starting, ending, lunch and break times of bargaining unit employees shall be established by the Chief of Police subject to approval by the City Manager.

SECTION 4:

Overtime: Any hours worked over 80 in a 14 day pay period shall be paid at time and one-half. Absences from work without pay shall not count as hours worked for the purposes of computing overtime. For computing overtime, approved leave for Workers' Comp/Injury in the line of duty will not be classified as unpaid leave. Compensatory time may be given in lieu of overtime pay. Compensatory time shall be earned at the same rate it would have been paid as overtime. Whether to give compensatory time in lieu of overtime pay, when the officer requests compensatory time, shall be at the discretion of the City. The maximum accrual of compensatory time is 150 hours.

SECTION 5:

On-Call: When an employee is assigned on-call duty, the employee must be available and fit to return for duty promptly. An employee assigned to on-call duty will receive one hour of straight time pay for every twenty-four (24) hours of on-call duty. In the event an employee assigned to on-call duty fails to respond to a call to work or reports unfit to work, he/she will forfeit the on-call pay and will be subject to disciplinary measures up to and including discharge.

SECTION 6:

When a Police Officer is designated the "Officer in Charge" by his supervisor, that Officer shall receive 5% pay increase per hour for those hours served as "Officer in Charge". This pay increase will be placed on the time sheet and approved by the supervisor.
In FY 2027 OIC compensation will increase by 1.25% to 6.25%.
In FY 2028 OIC compensation will increase by 1.75% to 8%.

SECTION 7:

Standby Compensation: Whenever an employee is placed on standby for 0-4 hours they will be compensated at the rate of 1 hour of straight pay per hour for the first 4 hours with a total maximum of 4 hours of compensation during a 24 hour period. In the event an employee is requested to report to duty, normal overtime rules apply.

ARTICLE IX
UNIFORM ALLOWANCE

SECTION 1:

The City agrees to provide, at no cost to the employee, uniforms and equipment necessary for the performance of the employee's duties. The City shall also provide for the cleaning of uniform shirts and trousers at no cost to the employee.

SECTION 2:

The unit representative may submit recommendations for any changes proposed by unit members about uniforms and equipment.

SECTION 3:

The City agrees to reimburse the employee for the reasonable value of any personal property, such as eyeglasses, sunglasses, wrist watch, dental plates, false teeth, or clothing, lost, destroyed or damaged in the course of his or her employment. False teeth shall be repaired or replaced if damaged or destroyed, but in no event will the City pay more than two hundred dollars ($200.00). All other personal property shall be repaired or replaced at a cost to the City of up to, but not exceeding one hundred dollars ($100.00). Any personal equipment which is kept in the employee's official vehicle and is used in the performance of the employee's duties shall be replaced or repaired by the City only if the use of such property was previously approved by the Chief of Police.

SECTION 4:

The City shall provide footwear for all uniformed employees at no cost to the employee and shall replace such footwear when the Chief of Police deems it to be unserviceable.

SECTION 5:

The City shall provide a clothing allowance for the assigned investigators of two hundred fifty dollars ($250.00) per quarter to purchase and maintain clothing appropriate for their work.

ARTICLE X
HOLIDAYS

SECTION 1:

The following days shall be designated as paid holidays for all unit members.

NEW YEAR'S DAY	January 1
MARTIN LUTHER KING, JR. DAY	3rd Monday in January
PRESIDENTS' DAY	3rd Monday in February
POLICE MEMORIAL DAY	May 15
MEMORIAL DAY	Last Monday in May

JUNETEENTH	June 19
INDEPENDENCE DAY-	July 4
LABOR DAY	1st Monday in September
VETERANS' DAY	November 11
THANKSGIVING DAY	4th Thursday in November
DAY AFTER THANKSGIVING	Day after Thanksgiving
CHRISTMAS EVE	December 24
CHRISTMAS DAY	December 25

Non-sworn employees shall receive a floating holiday in lieu of Police Memorial Day.

All employees shall receive a “floating holiday” to be used at their discretion. The holiday must be used only during the contract period and is not eligible for sell back.

SECTION 2:

Any employee within the bargaining unit who shall be required to perform work or to render service on any of the above listed holidays shall be compensated at one and one-half (1-1/2) times the employee's regular straight time hourly pay for any hours worked in addition to his/her straight pay for hours worked or the City may elect to schedule the employee to take the hours worked off at another date mutually agreed to by the employee and the City, at the same rates as overtime payment.

Whenever a holiday occurs on an employee's scheduled day off, the City shall schedule the employee to take a day off at another time mutually agreed to, or to compensate him/her at the straight hourly rate of pay to equalize the holiday listed above.

ARTICLE XI
EDUCATIONAL TUITION AND BOOKS

The City shall reimburse employees who have completed their probationary period as defined in Article IV, section 5, for the cost of tuition and books directly related to advanced educational courses by the employee. Said courses shall be job related or job enhancing as determined by the Chief of Police, and the student/employee must receive a final grade of a “C” or above in the course. Such reimbursement shall be made after the employee completes the course of study and presents documentation of the final grade. Such reimbursement shall be 100% for a grade of “A”, 90% for a grade of “B”, or 80% for a grade of “C”. No reimbursement shall be made for incomplete courses. Reimbursement shall be made for Associate and Bachelor’s Degrees only, as required for advancement under the Career Tracks Program and approved by the Chief of Police.

ARTICLE XII
INSURANCE

The City shall provide each unit employee with Life and Health insurance at no cost to the employee.

The City shall provide each unit employee with life insurance double the amount of annual salary.

The City shall pay 100% toward dependent coverage of the base plan available to the employee. Should an employee elect to obtain a higher plan, the City shall still pay 100% of the base plan rate with the employee being responsible for the balance.

The City will maintain this coverage but requests that for FY 2027 & FY 2028, they are able to negotiate with the Union any increase in cost only.

ARTICLE XIII
DUES DEDUCTION

SECTION 1:

Any employee covered by this Agreement may authorize a payroll deduction or paying Union or FOP dues (Appendix A - City of Neptune Police Department Dues Deduction Authorization). Such authorization becomes effective only upon receipt by the City of a fully executed Dues Deduction Form from any employee.

SECTION 2:

This Article covers regular dues and uniform assessments. The City is not required to deduct fines, fees, penalties, or special assessments in accordance with 447.303, Florida Statutes.

SECTION 3:

The City shall not be monetarily liable to the Union or FOP because of any error in complying with this Article. In the event of additions or deletions it will be the Union or FOP's obligation to send the City a current list showing additions or deletions of the names of the employees currently authorizing dues deduction at least thirty (30) days in advance. All remittances are to be deemed correct unless the Union or FOP notifies the City within one week after receipt of same.

The City shall deduct thirty dollars ($30) per employee that authorizes a deduction to cover state dues for Labor Council and legal defense once per month. The City will remit the amount collected directly to the Florida State Lodge Fraternal Order of Police, Inc., 242 Office Plaza, Tallahassee, Florida, 32301, monthly. The City shall remit once each month the remainder of the dues, less the amount paid directly to the Florida State Lodge Fraternal Order of Police, Inc., and minus $12.18 service charge, directly to the Treasurer of the Fraternal Order of Police Lodge 17 by the fifteenth (15th) day of the following month. The City will also provide tot eh Florida State Lodge Fraternal Order of the Police, Inc. and to FOP Lodge 17 an itemized breakdown of the monies collected and paid, organized by employee, at least each month. Remittance is complete when placed in the U.S. Mail, postage prepaid. The City remittance will be deemed correct if the Union does not give written notice to the City within fifteen (15) calendar days of a remittance receipt of its belief with reasons stated therefore, that the remittance is correct.

SECTION 4:

In the event the City deducts from an employee's pay more than the authorization calls for, the employee must look to the Union or FOP and not the City for a refund or adjustment.

The Union or FOP will indemnify, defend, and hold harmless against any liability claims of any kind, suits, orders or judgments brought or issued against the City based on any payroll deductions as provided for in this Article.

ARTICLE XIV
PERSONAL LEAVE PLAN

SECTION 1:

Method of Earning and Accruing Personal Leave:

(a) Employees shall accrue personal leave with pay for straight time hours worked in accordance with the following schedule:

Years of Service	Hours Accrued Per Year
0 months through 4 years	160
5 years through 9 years	184
10 years through 14 years	208
15 years through 19 years	232
20 years through 24 years	256
25 years or more	280

(b) Employees shall earn leave time based on time worked and time on approved leave with pay.

(c) Personal leave will be credited to the employee at the rate stated monthly. The leave shall be credited on the last day of the pay period.

(d) The rate of accrual shall change to the higher rate on the anniversary date of employment.

SECTION 2:

Personal leave shall accrue to a maximum of six hundred forty (640) hours. Employees who have at least 120 hours accumulated may sell back to the City up to eighty (80) personal leave hours four (4) times per year, but only once every 3 months, for a maximum of 320 hours per year.

Employees, when eligible and authorized, may take personal leave for any reason they deem necessary. Personal leave may be taken only from accrued personal leave earned.

Request for personal leave must be submitted in writing at least two (2) weeks in advance for personal leave request of two (2) or more consecutive working/shift days. Request for personal leave of less than two (2) consecutive working/shift days must be submitted as soon as practicable. These advanced notice requirements may be waived by the Chief of Police. Requests for leave of any nature, as provided above, shall not be unreasonably denied.

The minimum amount of personal leave to be taken and charged shall be four (4) hours if another employee must be called into cover a remaining portion a shift. If no employee must be called in to cover the employee taking leave, then the minimum amount of leave that can be taken and charged is one (1) hour. Personal leave will be charged only against an employee's regular workday and shall not be charged for absence on prearranged overtime work, unscheduled call in overtime, or holidays.

SECTION 3:

An employee must notify the Police Department as early as possible, and no later than thirty (30) minutes before starting time, the first day the employee is unable to report to work because of illness. The employee will notify the Police Department of the nature of the employee's illness and the approximate amount of time the employee will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where an employee is abusing personal leave taken for illness. (Example: when leave for illness is combined with regular days off more than three (3) times annually.)

Upon resignation or separation in good standing following the completion of at least seven (7) years of service, the employee shall be paid for unused accrued personal leave, up to a maximum of five hundred fifty (550) hours.

Upon resignation or separation of an employee in good standing with less than seven (7) years of service, the employee shall be paid for seventy-five percent (75%) of all unused personal leave on an hour for hour basis.

SECTION 4:

Employees may be granted four (4) hours off without loss of pay as funeral leave to attend the funeral of an employee of the City of Neptune Beach if so authorized by the City Manager.

At the time of a death of a member of the employee's immediate family, the employee may be granted up to five (5) days off without loss of pay as funeral leave, not otherwise chargeable.

ARTICLE XV
WAGES

All eligible full-time employees covered by this Agreement shall receive base wage increases as set forth in the salary schedule and career track listed in Appendix B and Appendix C of this Agreement for FY26 – FY28.

ARTICLE XVI
LINE OF DUTY INJURY

SECTION 1:

Any employee who sustains a temporary disability as the result of an illness or injury during and arising out of the employee's performance of his of her duties, shall, in addition to the benefit payable under Workers' Compensation, be entitled to the following benefits:

(a) During the first twenty (20) days of such disability, the employee shall receive his or her full salary, less the amount of money paid under Workers' Compensation.

(b) The City may, at its exclusive discretion, extend this benefit in increments of twenty (20) days, not to exceed a total of twenty-four weeks, except as noted below.

SECTION 2:

If the employee brings litigation or administrative action under provisions of the Workers' Compensation Act while receiving the above benefits, entitlement to the supplemental benefit shall terminate immediately.

SECTION 3:

The City may require the employee to be examined every (20) days by a medical doctor selected by the City to determine whether the employee should be continued on such leave or return to duty.

SECTION 4:

If an employee fails to return to work due to a disagreement between medical doctor(s) for the employee and the City, the City shall select a third, duly qualified medical doctor who shall resolve the medical disagreement. In resolving the disagreement between the employee's doctor and the City's doctor, the decision of the third doctor shall be final and not subject to grievance. If such line of duty injury leave continues through the twenty-fourth week following the pay period in which the injury occurred, the supplemental pay shall be terminated. Upon termination of this benefit, the employee shall be entitled to those benefits prescribed by Workers' Compensation, the City pension plan, and the employee's accrued leave. Notwithstanding, the City may, at its exclusive discretion, extend the leave beyond the 24-week limit.

ARTICLE XVII
PENSION BENEFITS

Pension benefits and contribution rates will remain status quo for the life of this agreement.

ARTICLE XVIII
DRUG TESTING

SECTION 1: DRUGS TO BE TESTED FOR:

When drug and alcohol screening is required under the provisions of this section, a urinalysis test will be given to detect the presence of the following drug groups:

A. Alcohol (ethyl)
B. Amphetamines (e.g., speed)
C. Barbiturates (e.g., Amobarbital, Butabarbetal, Phenobarbital, Secobarbital)
D. Cocaine
E. Methaqualone (e.g., Quaalude)
F. Opiates (e.g., Codeine, Heroin, Morphine, Mydromorphone, Hydrocodone)
G. Phencyclidine (PCP)
H. THC (Marijuana)

SECTION 2: EMPLOYEE TESTING: GENERAL STANDARDS

A. The City may require a current employee to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulate belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

1. A pattern of abnormal or erratic behavior consistent with drug or alcohol abuse;

2. Information provided by a reliable and credible source;

3. An unexplainable work-related accident;

4. Direct observation of drug or alcohol use; or

5. Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

B. Supervisors are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation, including any statement or evidence provided by the employee in response to the allegation, shall be forwarded to the appropriate department head or designee. The department head or designee shall make the final determination as to whether "reasonable suspicion" exists.

C. If a citizen reports having observed an employee using drugs or abusing alcohol, such observation without corroborating evidence, shall not be construed as "reasonable suspicion" unless the citizen provides a sworn, written statement of his observation to the appropriate supervisor.

SECTION 3: SUPERVISOR TRAINING

The City shall develop a program of training to assist supervisory personnel in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and alcohol use.

SECTION 4: PRIOR NOTICE OF TESTING

The City shall provide written notice of its drug and alcohol testing policy to all employees. The notice shall contain the following information:

A. The need for drug and alcohol testing.

B. The circumstances under which testing may be required.

C. The procedures for confirming and initial positive drug test result.

D. The consequences of a confirmed positive test result.

E. The consequence of refusing to undergo a drug and alcohol test.

F. The right to explain a positive test result and the appeal procedures available.

G. The availability of drug abuse counseling and referral services.

SECTION 5: CONSENT

A. Before a drug and alcohol test is administered employees will be asked to sign a consent form permitting the release of test results to his/her department head and/or the City Manager. This consent form shall provide space for employees to acknowledge that they have been notified of the City's drug testing policy and to indicate current or recent use of prescription or over-the-counter medication.

B. The consent form shall also set forth the following information:

1. The procedure for confirming an initial positive test result.

2. The consequences of a confirmed positive test result.

3. The right to explain a confirmed positive test result.

4. The consequences of refusing to undergo a drug and alcohol test.

SECTION 6: REFUSAL TO CONSENT

An employee who refuses to consent to a drug and alcohol test when reason suspicion of drug use has been identified is subject to disciplinary action up to and including termination. The reason for the refusal shall be considered in determining the appropriate disciplinary action.

SECTION 7: CONFIRMATION OF TEST RESULTS

A. An employee whose drug test yields a positive result shall be given a second test using a chromatography/mass spectrometry (GS/MS) test. The second test shall use a portion of the same test sample withdrawn from the employees for use in the first test.

B. If the second test confirms the positive test results, the employee shall be notified on the results in writing by the appropriate department head or designee. The letter of notification shall identify the substance found and its concentration level.

C. An employee whose second test confirms the original positive test result may, at the employee's own expense, have a third test conducted on the same sample at a laboratory approved by the City pursuant to section 12 below.

SECTION 8: THE RIGHT TO A HEARING

A. If an employee's positive test result has been confirmed, the employee is entitled to a hearing before the City Manager. The employee must make a written request for a hearing to the appropriate department head or designee within 15 days of receipt by the employee of the confirmation test results. Employees may be represented by legal counsel, present evidence and witnesses on their behalf, and confront and cross-examine the evidence and witnesses used against them.

B. No adverse personnel action may be taken against an employee based on a confirmed drug test result unless and until the City Manager finds by a preponderance of the evidence that:

1. The employee's supervisor has reasonable suspicion to believe that the employee was under the influence of drugs or alcohol while on the job.

2. The employee's drug test results are accurate.

C. Within 20 days following the close of the hearing, a brief summary of the facts and evidence supporting that decision.

SECTION 9: MANDATORY EAP REFERRAL

Upon the first confirmed determination that an employee is under the influence of drugs or alcohol, the City may refer the employee to an Employee Assistance Program for assessment, counseling, and rehabilitation. Participation in an EAP may be mandatory, and disciplinary action (including termination) may be taken against an employee for failure to begin or complete and EAP program. Disciplinary action based on a violation of the City's drug and alcohol policy is not automatically suspended by the employee's participation in an EAP and may be imposed when warranted.

SECTION 10: CONFIDENTIALITY OF TEST RESULTS

All information from an employee's drug and alcohol test is confidential and only the employee's department head and the City Manager are to be informed of test results. The results of a positive drug test shall not be released until the results are confirmed.

SECTION 11: PRIVACY IN DRUG TESTING

Urine samples shall be provided in a private restroom stall or similar enclosure so that the employees may not be viewed while providing the sample. Employees will be given hospital gowns to wear while they are providing samples to ensure that there is no tampering. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode shall be colored with blue dye to protect against dilution of the test samples.

SECTION 12: LABORATORY TESTING REQUIREMENTS

All drug and alcohol testing of employees shall be conducted at medical facilities or laboratories selected by the City. To be considered as testing site, a medical facility or lab must submit in writing a description of the procedures that will be used to maintain test samples. Factors to be considered by the City in selecting a testing facility shall include:

A. Testing procedures which insure privacy to employees consistent with the prevention of tampering.

B. Methods of analysis which ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results.

C. Chain-of-custody procedures which ensure proper identification labeling, and handling test samples.

D. Retention and storage procedures which ensure reliable result of confirmatory tests of original samples.

ARTICLE XIX
PERSONNEL RECORDS

SECTION 1:

The City shall maintain an official personnel file for each employee of the City. Such files shall be centrally maintained.

SECTION 2:

A. The only personnel records that may be used as a basis for official action are those which may appear in the official City personnel file.

    1. Formal Counselings cannot be used against a member for progressive disciplinary purposes after one year from date of issuance.

    2. Sustained Written Reprimands without suspension cannot be used against a member for progressive discipline purposes after three years from the date of case disposition.

    3. Sustained Written Reprimands with suspension cannot be used against a member for progressive discipline purposes after five years from the date of a case disposition.

SECTION 3:

The rights of an employee to inspect any and all records of the City, as provided in Chapter 119, Florida Statutes, shall not be abridged.

SECTION 4:

Employees shall be permitted to submit a written rebuttal to any disciplinary action within five (5) calendar days after receipt of such action. Such a written rebuttal shall be in addition to any appeal rights provided under Article V, Grievance Procedure.

SECTION 5:

Employees shall be notified at the earliest practicable time following the request by a private citizen to review the official personnel file of the employee.

ARTICLE XX
LONGEVITY

All full-time employees covered by this Agreement shall receive Twenty-five ($25.00) dollars per month wage increase for each five (5) years of continuous service with the Neptune Beach Police Department up to thirty-five (35) years.

ARTICLE XXI

SEVERABILITY AND WAIVER

SECTION 1:

In the event any article, section, portion, or clause of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to specific Article, Section, clause or other provision therein specified in the court's decision. Upon any such judicial determination, the City and the Union or FOP will promptly negotiate to reach an agreement upon a substitute for the provisions found to be invalid.

SECTION 2:

The exercise or non-exercise of the rights covered by this Agreement by the City or the Union or FOP shall not be deemed to waive any such right to exercise them in the future.

ARTICLE XXII
APPENDIXES

The Appendixes hereto attached will be considered part of the contract.

ARTICLE XXIII
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

Therefore, the City and Union or FOP, for the life of this Agreement, each voluntarily and unqualifiedly waived the right to require further collective bargaining, and each agree that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

This Agreement contains the entire contract, understanding, undertaking, and agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

ARTICLE XXIV
UNION REPRESENTATIVES AND ACTIVITIES

SECTION 1:

The Union shall notify the Employer's Human Resources Department in writing of the names of all officers and representatives.

SECTION 2:

The Employer shall recognize Union representatives as authorized by the President of the Union as reflected on the submitted list per Section 1 of this Article. The Employer shall recognize up to a maximum of three (3) Union representatives from the certifying bargaining agent for the conducting of labor- management relations between the Employer and Union.

SECTION 3:

The Union president or representatives may use up to a maximum of a total combined one (1) hour during a working day for investigating written grievances which have been formally filed, provided the City Manager is first notified of the investigation, and provided further that such absence would not unduly hamper the operation where the President or representative is employedadditional time may be granted with prior management approval.

SECTION 4:

There shall be no solicitation on City property during working time. Working time is defined as time either the employee soliciting, or the employee being solicited is scheduled to work.

SECTION 5:

A mutually agreed upon amount of leave shall be approved by the City Manager and Union President to be used for conferences, seminars training, etc. for use by FOP Officers.

ARTICLE XXV
DURATION MODIFICATION AND TERMINATION

The Agreement shall be effective on October 1, 2025, and shall continue in full force and effect until September 30, 2028.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective employees and representatives hereunto duly authorized, this ____ day of __________, 2025.

THE FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE, INC.

By: ____________________________
Mark Leone
Staff Representative

By: ____________________________
Joseph Dzamko
President

CITY OF NEPTUNE BEACH

By: ______________________________
Richard J. Pike
City Manager

Approved this ____ day of _________, 2025.

By: ______________________________
Corrine A. Bylund
Mayor

Attest: ______________________________
Catherine Ponson
City Clerk

City Seal

APPENDIX A

CITY OF NEPTUNE BEACH
POLICE DEPARTMENT

DUES DEDUCTION AUTHORIZATION

TO: Finance Director

The undersigned hereby authorizes the City to deduct $_____per pay period from my salary from the City of Neptune Beach and pay the same to the FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC., until further notice by me. All previous authorizations are hereby revoked.

My Social Security No. is: ___________________________________

____
Signature of Employee

____
Name of Employee (Print or Type)

EFFECTIVE DATE: _____________________________

APPENDIX B
Sworn Member Career Tracks Program

Years of service purchased pursuant to retirement/pension benefits shall not be used when calculating advancement within the Career Tracks Program at any step.

POLICE OFFICER

The rank of Police Officer is maintained until 1500 points are accumulated, FTO and six (6) years of service are completed. When points and criteria have been attained, along with competent or above competent evaluations have been received, the officer moves to Master Police Officer.

The officer should begin working on an associate's degree for later advancement. The officer should attend specialized training in patrol techniques/tactics, investigations, interviewing, and/or training in the officer's choice of specialized skills/instruction, which will assist the agency and its goals.

The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:

First Degree
Officer begins service with the agency.

Second Degree
Officer must have one (1) year of completed service at the agency in addition to a 40-hour training course approved by the Chief of Police and attain 400 points.

Third Degree
Officer must have two (2) years of completed service at the agency and complete a 40-hour training course approved by the Chief of Police and attain 600 points.

Fourth Degree
Officer must have three (3) years of completed service at the agency and complete an advanced 40-hour training course approved by the Chief of Police and attain 800 points.

Fifth Degree
Officer must have four (4) years of completed service at the agency and complete an advanced 40-hour training course approved by the Chief of Police and attain 1000 points.

Sixth Degree
Officer must have five (5) years of completed service at the agency and complete an advanced 40-hour training course approved by the Chief of Police and attain 1200 points.

MASTER POLICE OFFICER

Master Police Officers begins to learn leadership styles and work towards completing a bachelor's degree. They will conduct investigations into felony crimes and may serve as first line supervisors and/or field training officers.

Master Police Officer will become proficient in the areas of service, operations, and administration. The mandatory training and education credit hours to be earned for advancement through the Degrees of this Grade are:

First Degree
Officer must have completed six (6) years of service with this agency and have accumulated 1500 points.

Second Degree
Officer must have completed seven (7) years of service with this agency, attain 1800 points, and have ninety (90) Semester credit hours that apply toward a bachelor's degree from an educational institution that is acceptable to the Chief of Police. Additionally, the Officer should have competent or above competent evaluations.

The required training at this level is Instructor Techniques, Line Supervision, or a similar advanced training course approved by the Chief of Police.

Third Degree
Officer must have eight (8) years of completed service at the agency and have obtained a bachelor's degree from an institution of higher education that is acceptable to the Chief of Police. The Master Police Officer must also complete an advanced 40-hour training course approved by the Chief of Police.

SUPERVISORY GRADES AND DEGREES

Note: Current Standard Operating Procedure requires an associate's degree or 60 credit hours toward a BA/BS Degree to be eligible for promotion.

POLICE SERGEANT

At this level the Sergeant is a seasoned supervisor. The supervisor will learn additional leadership styles and be working towards completing a bachelor's degree. The person in this position is expected to maintain competent or above competent evaluations along with a high level of proficiency in supervision and law enforcement operations.

The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:

First Degree
Middle Management or an advanced 40-hour training course approved by the Chief of Police and attain 2200 points.

Second Degree
Executive Development or an advanced 40-hour training course approved by the Chief of Police and attain 2400 points.

Third Degree
Building and Maintaining a Sound Behavioral Climate or an advanced 40-hour training course approved by the Chief of Police and attain 2600 points.

MASTER POLICE SERGEANT

At this level the supervisor will complete his/her bachelor's degree.

The mandatory education credit hours to be earned for advancement through the Degrees of this Grade are:

First Degree
Ninety (90) Semester credit hours that apply towards a bachelor's degree in job related enhancing courses as determined by the Chief of Police. The courses shall be from as institution of higher education that is acceptable to the Chief of Police. The Master Police Sergeant must complete a 40-hour training course approved by the Chief of Police.

Second Degree
Graduation with a bachelor's degree from an institution of higher education that is acceptable to the Chief of Police. The Master Police Sergeant must complete a 40-hour training course approved by the Chief of Police

Third Degree
Graduation from a Leadership Academy, such as courses provided by the Florida Department of Law Enforcement, Florida Criminal Justice Executive Institute or similar approved by the Chief of Police and attain 4000 points.

Sworn Member Career Tracks Program Notes

1. All officers will be compensated in accordance with the Career Tracks program contained in this Agreement. No officer is entitled to a pay increase more than what the Compensation Schedule indicates. If officers in a class are presently receiving more than the Compensation Schedule indicates for their present level, their salary will not be reduced, however, they will not be eligible for an increase in salary within the career tracks system until they progress to a Degree in the Career Tracks Program that pays a higher salary.

2. Sworn personnel will be able to advance one (1) step, if available, within the career tracks system provided the criteria for the advancement has been met.

3. In the event an educational class specifically listed is not readily available for an officer to use for advancement, a class may be substituted if pre-approved by the Chief of Police before the class is taken. The approval for a substitution class will not be unreasonably denied.

4. Field Training Officers (FTO's), and Communication Training Officers (CTO's), will receive three (3) hours of overtime pay for each work day they are training employees who are entered into their respective training programs.

5. Night Shift Differential (NSD): When a sworn employee is assigned to work between the hours of 1600 – 0600, they shall be compensated at a rate of 1.75% per hour.
   In FY 2027 NSD compensation will increase by 1% to 2.75%.
   In FY 2028 NSD compensation will increase by 1.25% to 4%.

CAREER TRACKS POINT SYSTEM (SWORN OFFICER)

CRITERA	POINTS
Basic Recruit School	400 points
Approved in-service training	1 point per hour
College semester hour	15 points per hour
College quarter hour	10 points per hour
Firearms qualification	
PASS	6 points
FAIL	0 points
In-house training/meetings	5 points per meeting
Performance evaluations:	
Below competent performance evaluation	0 points
Competent evaluation	25 points
Above competent evaluation	40 points
Job related physical ability test events Successfully completed	2 points per event
Successful completion of the FDLE physical ability test	10 points
Completion of Fire Fighter certification	30 points
Seniority	35 points per year to Beginning of program

COMPENSATION FOR SWORN OFFICERS

Non-Supervisory Personnel

Rank	Degrees	FY 2026 3.5% Salary	FY 2027 T.B.D. Salary	FY 2028 T.B.D. Salary
Police Officer	1st	$67,585.50		
	2nd	$69,106.17		
	3rd	$70,661.06		
	4th	$72,250.94		
	5th	$73,876.58		
	6th	$75,538.80		
Master Police Officer	To enter this class you must have completed six (6) years*			
	1st	$98,114.84		
	2nd	$101,412.39		
	3rd	$103,885.23		

Supervisory Personnel

Rank	Degrees	FY 2026 3.5% Salary	FY 2027 T.B.D. Salary	FY 2028 T.B.D. Salary
Police Sergeant	1st	$104,633.98		
	2nd	$107,776.43		
	3rd	$111,007.98		
Master Police Sergeant	1st	$114,336.26		
	2nd	$117,724.36		
	3rd	$121,256.09		

FY 2027 & FY 2028 Negotiations

FY 2027 & FY 2028 CONTRACT REOPENERS WILL ONLY BE FOR WAGES AND INSURANCE INCREASES (IF APPLICABLE).

*Years of service completed with this agency

APPENDIX C
Emergency Communications Officer Career Tracks Program

EMERGENCY COMMUNICATIONS OFFICER

The rank of Emergency Communications Officer is maintained until 950 points are accumulated, CTO class is attended, and six (6) years of service are completed. When points and criteria have been attained, along with satisfactory or above satisfactory evaluations have been received, the ECO moves to Senior Emergency Communications Officer.

The ECO should begin working on an associate's degree for later advancement. The ECO should attend specialized training in emergency management, de-escalation techniques, high risk/tactical dispatching, and disaster management which will assist the agency and its goals. The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:

First Degree
ECO begins with the agency and must complete 600 in-house training hours, pass the Public Safety Telecommunications Exam and maintain certification thereafter.

Second Degree
ECO must have one (1) year of completed service at the agency, complete Emergency Communications Training Officer certification (40 hours) or a 40-hour training course approved by the Chief of Police and attain 200 points.

Third Degree
ECO must have two (2) years of completed service at the agency and complete the following courses: Mental Health and Wellness for First Responders (24 hours), Situational De-escalation Techniques (8 hours), and Stress Recognition and Resolution for Telecommunicators (8 hours) or a 40-hour training course approved by the Chief of Police and attain 350 points.

Fourth Degree
ECO must have three (3) years of completed service at the agency and complete Emergency Medical Dispatch (40 hours) or a 40-hour course approved by the Chief of Police and attain 500 points.

Fifth Degree
ECO must have four (4) years of completed service at the agency and complete Public Safety Telecommunicator (40 hours) or a 40-hour course approved by the Chief of Police and attain 650 points.

Sixth Degree
ECO must have five (5) years of completed service at the agency, complete Law Enforcement Communications (40) hours or a 40-hour course approved by the Chief of Police in addition to Telecommunicator Emergency Response Taskforce (TERT) Training (3) hours and TERT Team Leader Training (4) hours and attain 800 points.

SENIOR EMERGENCY COMMUNICATIONS OFFICER

Senior Emergency Communications Officers begin to learn leadership styles and work towards completing a bachelor's degree. Senior Emergency Communications Officers will become proficient in the areas of service, operations, and administration. The mandatory training and education credit hours to be earned for advancement through the Degrees of this Grade are:

First Degree
ECO must have completed six (6) years of service with this agency, have accumulated 950 points, completed the FCIC Agency Coordinator Training, and have sixty (60) Semester credit hours or an associate's degree.

Second Degree
ECO must have completed seven (7) years of service with this agency, attain 1100 points, and have ninety (90) Semester credit hours that apply toward a bachelor's degree from an educational institution that is acceptable to the Chief of Police. Additionally, the ECO should have satisfactory or above satisfactory evaluations. Senior Emergency Communications Officers to achieve this step must complete the following courses: Supervising a Telecommunications Center (16 hours) and Special Event Planning and Management (24 hours).

Third Degree
ECO must have completed eight (8) years of service with this agency and have successfully completed his/her bachelor's degree. Additionally, the ECO should have satisfactory or above satisfactory evaluations.

Emergency Communications Officer Career Tracks Program Notes

1. All Emergency Communications Officers will be compensated in accordance with the Career Tracks program contained in this Agreement. No employee is entitled to a pay increase more than what the Compensation Schedule indicates. If employees in a defined class are presently receiving more than the Compensation Schedule indicates for their present level, their salary will not be reduced, however, they will not be eligible for an increase in salary within the career tracks system until they progress to a Degree in the Career Tracks Program that pays a higher salary.

2. Employees will be able to make one advancement, if available, within the career tracks system provided the criteria for the advancement has been met.

3. After the inception of this agreement, any employees who meet the needed requirements for advancement may request advancement upon the anniversary date of their hire. This does not prohibit for instance, employees from requesting to move from ECO to Senior ECO, bypassing designated degrees.

4. In the event an educational class specifically listed is not readily available for an employee to use for advancement, a class may be substituted if pre-approved by the Chief of Police before the class is taken. The approval for a substitution class will not be unreasonably denied.

   Employees are encouraged to attend classes as they are available in the event they are not available at the time of advancement request.

5. Article XI of this agreement will be hereby applicable for all members covered under this agreement.

6. Communication Training Officers (CTO's), will receive three (3) hours of overtime pay for each work day they are training employees who are entered into their respective training programs.

7. Night Shift Differential (NSD): When a non-sworn employee is assigned to work between the hours of 1800 – 0600, they shall be compensated at a rate of 1.75% per hour.

   In FY 2027 NSD compensation will increase by 1% to 2.75%.
   In FY 2028 NSD compensation will increase by 1.25% to 4%.

CAREER TRACKS POINT SYSTEM (EMERGENCY COMMUNICATIONS OFFICER)

CRITERA	POINTS
Public Safety Telecommunications Exam Training	200 points
College semester hour	20 points per credit hour
College quarter hour	15 points per credit hour
Approved In-Service Training	5 points
Seniority	35 points per year
Performance Evaluations:	
Below satisfactory	0 points
Satisfactory	25 points
Above satisfactory	40 points

Appendix D
Services Officer Career Tracks Program

SERVICES OFFICER

The rank of Services Officer is maintained until 950 points are accumulated, Canine and Feline Investigator Certification is obtained, and six (6) years of service are completed. When points and criteria have been attained, along with satisfactory or above satisfactory evaluations have been received, the Services Officer moves to Senior Services Officer.

The Services Officer should begin working on an associate's degree for later advancement. The Services Officer should attend specialized training in animal investigations, de-escalation techniques, volunteer and kennel management, and disaster management which will assist the agency and its goals. The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:

First Degree
Services Officer begins with the agency and must complete 240 in-house training hours, pass the Canine and Feline Investigator Certification and maintain certification thereafter.

Second Degree
Services must have one (1) year of completed service at the agency, complete ACO Field Training Officer Certification (40) hours or a 40-hour training course approved by the Chief of Police and attain 200 points.

Third Degree
Services Officer must have two (2) years of completed service at the agency and complete the following courses: Mental Health and Wellness for First Responders (24 hours), Situational De-escalation Techniques (8 hours), and Animals in Disasters: Awareness and Preparedness (FEMA 4 hours), and Animals in Disasters: Community Planning (FEMA 4 hours), or a 40-hour training course approved by the Chief of Police and attain 350 points.

Fourth Degree
Services Officer must have three (3) years of completed service at the agency and complete the following course: Exotic and Reptile Investigator Certification (40 hours), or a 40-hour course approved by the Chief of Police and attain 500 points.

Fifth Degree
Services Officer must have four (4) years of completed service at the agency and complete Animal Cruelty Investigator Certification Courses (8 hours), Chemical Immobilization Technician Certification (16 hours), Bite Stick / O.C. Spray Certification (8 hours), and Infrared Thermometry Certification (6 hours), or a 40-hour course approved by the Chief of Police and attain 650 points.

Sixth Degree
Services Officer must have five (5) years of completed service at the agency, complete a 40-hour course approved by the Chief of Police (or a combination of courses equivalent to) in addition to Volunteer Management 101 (ASPCA 1 hour), Volunteer Management 201 (ASPCA 1 hour), Leading the Way for Volunteer Programs (ASPCA 1 hour), and attain 800 points.

SENIOR SERVICES OFFICER

Senior Services Officers begin to learn leadership styles and work towards completing a bachelor's degree. Senior Services Officers will become proficient in the areas of service, operations, and administration. The mandatory training and education credit hours to be earned for advancement through the Degrees of this Grade are:

First Degree
Services Officer must have completed six (6) years of service with this agency, have accumulated 950 points, completed the Livestock Investigator Certification (40 hours), and Professionally Mandated Reporter Online Training (DCF 2 hours), and have sixty (60) Semester credit hours or an associate's degree.

Second Degree
Services Officer must have completed seven (7) years of service with this agency, attain 1100 points, and have ninety (90) Semester credit hours that apply toward a bachelor's degree from an educational institution that is acceptable to the Chief of Police. Additionally, the Services Officer should have satisfactory or above satisfactory evaluations. To achieve this step, Senior Services Officers must complete Equine Investigator Certification (40 hours).

Third Degree
Services Officers must have completed eight (8) years of service with this agency and have successfully completed his/her bachelor's degree. Additionally, the Services Officer should have satisfactory or above satisfactory evaluations.

Additional Courses that may be taken into consideration can include the following but will need to be audited as far as course lengths:
NACA:
NACA Field Services Series: Community-Centered Programming
NACA Field Services Series: Using Tools and Equipment
NACA Field Services Series: Communication as a Tool
NACA Field Services Series: Canine Behavior in the Field
MADDIES UNIVERSITY:
Behavior Plans to Reduce Hyperarousal in Shelter Dogs: The Impact of Setup and Choice
Dog Behavior Collection: Unwanted Behavior
Doors Wide Open: Engaging with Human and Social Service Providers to Increase Access to Care for Animals and People - On-demand
Lost Dog Prevention
National Animal Care & Control Professional Development
Hatching Leadership: Live Better, Work Better
Shelter Management Fundamentals

Additionally, at the discretion of the Chief of Police, any Services Officer who has been cross-trained to function as an Emergency Communications Officer, may substitute classes they have attended that have allowed them to operate in that role.

Services Officer Career Tracks Program Notes

1. Services Officers will be compensated in accordance with the Career Tracks program contained in this Agreement. No employee is entitled to a pay increase more than what the Compensation Schedule indicates. If employees in a defined class are presently receiving more than the Compensation Schedule indicates for their present level, their salary will not be reduced, however, they will not be eligible for an increase in salary within the career tracks system until they progress to a Degree in the Career Tracks Program that pays a higher salary.

2. Employees will be able to make one advancement, if available, within the career tracks system provided the criteria for the advancement has been met.

3. After the inception of this agreement, any employees who meet the needed requirements for advancement may request advancement upon the anniversary date of their hire. This does not prohibit for instance, employees from requesting to move from Services Officer to Senior Services Officer, bypassing designated degrees.

4. In the event an educational class specifically listed is not readily available for an employee to use for advancement, a class may be substituted if pre-approved by the Chief of Police before the class is taken. The approval for a substitution class will not be unreasonably denied.

5. Employees are encouraged to attend classes as they are available in the event they are not available at the time of advancement request.

6. Article XI of this agreement will be hereby applicable for all members covered under this agreement.

7. Services Training Officers (STO's), will receive three (3) hours of overtime pay for each work day they are training employees who are entered into their respective training programs.

8. Night Shift Differential (NSD): When a non-sworn employee is assigned to work between the hours of 1800 – 0600, they shall be compensated at a rate of 1.75% per hour.

   In FY 2027 NSD compensation will increase by 1% to 2.75%.
   In FY 2028 NSD compensation will increase by 1.25% to 4%.

CAREER TRACKS POINT SYSTEM (SERVICES OFFICER)

CRITERA	POINTS
Public Safety Telecommunications Exam Training	200 points
Canine and Feline Investigator Certification	200 points
College semester hour	20 points per credit hour
College quarter hour	15 points per credit hour
Approved In-Service Training	5 points
Seniority	35 points per year
Performance Evaluations:	
Below satisfactory	0 points
Satisfactory	25 points
Above satisfactory	40 points

Appendix E
Records Clerk Career Tracks Program

RECORDS CLERK

At the inception of this agreement, a Career Tracks Program is not being requested by the labor union for the position of Records Clerk.

COMPENSATION FOR EMERGENCY COMMUNICATION OFFICERS & SERVICES OFFICER

		FY 2026	FY 2027	FY 2028
		3.5%	T.B.D.	T.B.D.
Rank	**Degrees**	**Salary**	**Salary**	**Salary**
E.C.O. / Svcs. Ofc.	1st	$58,917.38		
	2nd	$60,095.72		
	3rd	$61,297.64		
	4th	$62,523.59		
	5th	$63,774.06		
	6th	$65,049.54		
Senior E.C.O. /		To enter this class you must have completed six (6) years*		
Senior Svcs. Ofc.	1st	$67,651.52		
	2nd	$70,357.59		
	3rd	$73,171.89		

*Years of service completed with this agency

COMPENSATION FOR RECORDS CLERK

		FY 2026	FY 2027	FY 2028
		3.5%	T.B.D.	T.B.D.
Rank	**Degrees**	**Salary**	**Salary**	**Salary**
Records Clerk		$58,917.38		

Special Meeting
Agenda Item #7B
Lifeguard Station Refresh

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	Lifeguard Station Refresh
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	September 9, 2025
BACKGROUND:	The City of Neptune Beach Lifeguard Station requires improvements to ensure the structure remains functional while options for replacement are investigated. The following work is proposed: • Roof – Apply Gako Silicone Roof coating to mitigate current leaks. • Replace/repair support column anchors – Columns that support the roof structure are anchored to the concrete slab; anchors are in poor condition. • Paint the exterior – Existing paint on the wood exterior is in poor condition. • Electrical outlets – Diagnose and repair/rewire two outlets utilized for weather station reporting systems. Breaker trips are occurring. • Install 5-inch Aluminum Gutters – Water is shunting from the roof edge under the drip edge causing wood rot and damage. Council previously awarded through a piggyback contract for this work in the amount of $38,584. The contractor requested to be released from the purchase order. As a result, staff solicited quotes: • ACON – No formal quote submitted; budget range of $70 - $80k given • Foresight Construction Group, Inc. – $77,041.80 • Home Services by McCue - $32,430.00 • Tremco – Not interested in bidding
BUDGET:	As of 9.09.25, FY25 Current Budget for Public Works Building Improvements (001-1441-541-60-62) is $790,283.00 and Budget Available is $440,156.85
RECOMMENDATION:	Award to Home Services by McCue in the amount of $32,430.00 with staff authorization for change orders of $5,000 if needed.
ATTACHMENT:	• Representative photos of current conditions • Quote from Foresight Construction Group, Inc. • Quote from Home Services by McCue

JPC25-029
August 29, 2025

City of Neptune Beach
Public Works / Building Department
116 First Street
Neptune Beach, FL 32266
Attn: Brandi Taylor
btaylor@nbfl.us

RE: City of Neptune Beach Lifeguard Station Refresh Project

Ms. Taylor,
We are pleased to provide this proposal for the rehabilitation of the Neptune Beach Lifeguard Station.

Total Lump Sum Proposal: **$77,041.80**
(includes all labor, materials, equipment, permitting allowance, and supervision to complete the project as described in the City's scope of work)

Qualifications/Clarifications:

1. Proposal excludes unforeseen structural or substrate replacement not described in the City's scope.
2. Electrical scope is an allowance to diagnose and trouble shoot 2 outlets. We do not include any panel replacement.
3. We have included 10% contingency.
4. Builders Risk insurance is excluded.
5. Performance/Payment bonds excluded
6. This proposal is based on current market conditions and price escalations known at the time of the proposal and is valid for 30 days from the date of this pricing.
7. Due to current market volatility, we have included 10% material escalation. There is also potential for future unknown material and equipment lead time impacts to the project. While these issues could result in cost and time impacts to the Owner, Foresight will work with the Owner to identify and mitigate as much as possible should they arise.
8. Assume contractor parking, staging and area available on site within 100 feet.
9. Weather delays beyond contractor's control may impact schedule.
10. All work performed during normal weekday working hours.
11. All material testing cost excluded.
12. Abatement/disposal of hazardous materials is excluded.
13. Asbestos or hazardous materials survey is excluded
14. Exclude any interior/exterior finish mockups.
15. We have include an allowance for permitting cost with CoNB.

On behalf of Foresight Construction Group, I would like to thank you again for the opportunity to provide this proposal. Please do not hesitate to contact me with any questions.

Best Regards,

Todd Brearley
Senior Project Manager
(904) 403-4880
tbrearley@foresightcgi.com
Foresight Construction Group, Inc.

Job description: CONB Lifeguard Station Rehabilitation
1.**Cut out old Simpson plates and install New Simpson Strong Ties to be bolted into the concrete.**
We have been requested to replace Simpson plates holding the 6x6 support structures for the Lifeguard Station Roof.
a. Use a bottle jack to take the pressure and support off the 6x6 post one post at a time.
b. Using a grinder cut out and remove old rusted and deteriorating Simson Plates.
C. Remove all debris from the area.
d. Install New Coated Simpson plates.
e. Secure the new Simpson plates with concrete anchor bolts.
f. Build wooden support around the Simpson plate.
g. Encapsulate the Simpson plate in epoxy to prevent rust/ rot and extend longevity.
h. Paint the post and new support structure over the Simpson plate.

2.**Clean roof of debris, pressure wash and Paint metal Upper and Lower roofs with silicone sealant.**
pressure wash and seal the roof of the Lifeguard Station to help extend longevity and prevent further leaks.
a. Remove debris from roofs.
b. Pressure wash to remove salt and sand residue.
c. Seal roofs with GAKO Silicone sealant this will be a minimum of two (2) coats sealant. This does include sealing of the lookout tower flooring and caulking of all seams.

3.**Paint the exterior of the Lifeguard station This Does NOT include wood replacement.**
a)Pressure-wash the exterior of the building.
b)Caulking and sealing of all seams and gaps with silicone uv outdoor rated caulking.
c)Use a Killz Primer to cover heavy rust staining.
d)Paint the exterior of the building to approve appearance.
e)Color to be selected by CONB prior from Sherwin Williams color palate.

Install new gutters on Lowest level of the Lifeguard Station with downspouts.
a. Replace drip edge if possible
a. Standard 5 inch seamless aluminum gutters made on site.

4.Diagnose Two (2) electrical outlets inside structure.
a. Diagnose and replace 2 failed electrical outlets that trip the GFCI when utilized.

5.Permitting with CONB City Permit if required.

ESTIMATE

Prepared For

Deryle Calhoun
Life guard station
Neptune Beach , Florida 32266
(904) 749-0075

Home Services By McCue

216 20th St. N.
Jacksonville Beach, FL 32250
Phone: (904) 241-2151
Email: mitch@homeservicesbymccue.com
Web: homeservicesbymccue.com/

Estimate #	5052
Date	08/08/2025
Business / Tax #	46-18123342

Description

$32,430.00

Life guard station repairs

Job description: CONB Lifeguard Station Rehabilitation

1.Cut out old Simpson plates and install New Simpson Strong Ties to be bolted into the concrete.

We have been requested to replace Simpson plates holding the 6x6 support structures for the Lifeguard Station Roof. There are 12 posts

a. Use a bottle jack to take the pressure and support off the 6x6 post one post at a time.

b. Using a grinder cut out and remove old rusted and deteriorating Simson Plates.

c. Remove all debris from the area.

d. Install New Coated Simpson plates.

e. Secure the new Simpson plates with concrete anchor bolts.

f. Build hardie support around the Simpson plate.

g .Encapsulate the Simpson plate in epoxy to prevent rust/ rot and extend longevity.

h. Paint the post and new support structure over the Simpson plate.

2. Clean roof of debris, pressure wash and Paint metal Upper and Lower roofs with silicone sealant.

pressure wash and seal the roof of the Lifeguard Station to help extend longevity and prevent further leaks.

a. Remove debris from roofs.

b. Pressure wash to remove salt and sand residue.

c. Seal roofs with GAKO Silicone sealant this will be a minimum of two (2) coats sealant. This does include sealing of the lookout tower flooring and caulking of all seams.

3.Paint the exterior of the Lifeguard station This Does NOT include wood replacement.

a) Pressure-wash the exterior of the building.

b) Caulking and sealing of all seams and gaps with silicone uv outdoor rated caulking.

c) Use a Kilz Primer to cover heavy rust staining.

d) Paint the exterior of the building to approve appearance.

e) Color to be selected by CONB prior from Sherwin Williams color palate.

Install new gutters on Lowest level of the Lifeguard Station with downspouts.

a. Replace drip edge if possible (WE WWILL REMOVE THE FIRST ROW OF SHINGLES TO INSTALL NEW EAVE DRIP)

a. Standard 5 inch seamless aluminum gutters made on site.

4. Diagnose Two (2) electrical outlets inside structure.

a. Diagnose and replace 2 failed electrical outlets that trip the GFCI when utilized.

5. Permitting with CONB City Permit if required.

Subtotal	$32,430.00
Total	**$32,430.00**

Attention Customer;

DUE TO THE FLUCTUATION IN LUMBER AND MATERIAL PRICES, THESE PRICES ARE DUE TO CHANGE DAY BY DAY. The contract price of this residential construction project has been calculated based on the current prices for the component building materials. However, the market for the building materials that are here after specified is considered to be volatile, and sudden price increases can occur. The builder agrees to use his best efforts to obtain the lowest possible prices from available building materials suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract work or use in this residential construction project, the OWNER agrees to pay the cost increase to the builder. Any claim by the builder for payment of a cost increase, as provided ABOVE, shall require written notice delivered by the builder to OWNER stating the increase cost, the building material or materials in question, and the source of SUPPLY, supported by invoices for bills of sale. The OWNER will be notified by Home Services By McCue in the form of an add-on estimate/invoice of these increases.

PAYMENT TERMS AND CONDITIONS:

(1) ALL projects require a 50% down payment, 25% draw due upon 50% completion to carry us to 75% completion of job and 15% due at 75% of completion the remaining balance due on final completion upon walkthrough of job.

(2) If the client at anytime instructs our subs to do more work outside of the scope of estimate without notifying HSBM or PM it will be an ADD-ON and billed out per direct cost. Many of our subs are instructed to conduct work to please clients and are taking advantage of due to language barriers. This is a cost to us and must be paid for at time of request and work conducted. The proper channel to have more work done is to go through the PM or office.

(3) If additional items are added after work has begun, it must be paid in full in order to supply the materials and workmen to complete all additional work . If additional required repairs are discovered AFTER initial repairs have begun, Home Services by McCue will stop repairs and discuss with client PRIOR to proceeding. This estimate ONLY reflects customer advised repairs and what is visible at the time of the estimate.

(4) HOME SERVICES BY MCCUE IS NOT RESPONSIBLE FOR RETURN/ACCEPTING OF ANY CLIENT ORDERED MATERIAL.

(5) HOME SERVICES BY MCCUE DOES NOT DIRECTLY DEAL WITH ANY GAS LINE SERVICES OR APPLIANCES (I.E. MOVING APPLIANCES, ORDERING APPLIANCES, INSTALLATION OF APPLIANCES) ANY GAS LINE SERVICES OR APPLIANCE NEEDS WILL BE HANDLED BY THE CLIENT AND THE

COMPANY THEY CHOSE TO HANDLE THESE SERVICES.

(6) Late Fee. All overdue accrued and unpaid interest to be paid hereunder shall entail a late fee at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted by applicable law (the “Late Fees”) which shall accrue daily from the date such interest is due hereunder through and including the date of actual payment in full.

(7) Collection & Payment Default Clause

Payment Terms & Late Fees
a) All payments are due upon completion of job and or final inspection by building official as outlined in the contract. If any payment is not received within 5 days of the due date, the outstanding balance shall be subject to a late fee of 18% per month (or the maximum allowed by law).
b) Payments returned due to insufficient funds will incur a $35.00 returned payment fee, and the Client must provide an alternative payment within 2 days.

Collection Actions & Legal Remedies
a) If payment remains outstanding for more than 14 days, the Contractor reserves the right to:

Suspend work until full payment is received.
Withhold warranties, permits, or final documentation.
Place a mechanic’s lien on the property per Florida Statutes §713.001-713.37.

***ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37),FLORIDA STATUTES, THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS ,
THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY. CLIENT WILL PAY ALL LEGAL FEES WITH REGARDS TO THIS FILING.

Engage a third-party collection agency to recover unpaid amounts.
b) If legal action is required to collect unpaid balances, the Client shall be responsible for all collection costs, including but not limited to attorneys’ fees, court costs, lien filing fees, and collection agency fees.
No Withholding of Payment
a) The Client may not withhold payment due to minor disputes, punch list items, or pending inspections that do not affect substantial completion.

b) If there is a dispute over charges, the Client must notify the Contractor in writing within 2 days of receiving the invoice. Failure to do so constitutes acceptance of the charges.

Final Payment & Lien Release
a) Final payment is due upon project completion. The Contractor will provide a lien release once full payment has been received and cleared.
b) If the Client fails to make final payment, the Contractor reserves all legal rights to recover the balance due.

(8) Refund Policy Clause

*. Deposit & Initial Payments
a) Non-Refundable Deposits: Any initial deposit paid by the Client is non-refundable except as outlined below.
b) Failure to Start Work: If the Contractor fails to commence work within 90 days of receiving the deposit, and no written extension has been agreed upon, the Client may request a refund. The Contractor must refund the deposit within 30 days of receiving the request.

*. Overpayments & Billing Errors
a) If the Client overpays or a billing error occurs, the Contractor will issue a refund for the excess amount within 10 business days of notification.

*. Contract Cancellation & Refunds
a) Client Cancellation: If the Client cancels the contract within the allowed rescission period (30 days for home improvement contracts, unless otherwise specified in writing), the Contractor shall refund any eligible payments within 30 business days of cancellation.

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS

b) Cancellation After Work Begins: If the Client cancels the contract after work has started, refunds will be issued based on the percentage of work completed and materials purchased. Any restocking fees, permit costs, or custom-ordered materials will be deducted from the refund.

*. Contractor Default & Incomplete Work
a) If the Contractor fails to complete the project due to abandonment or breach of contract, the Client may request a partial refund for unperformed work. Refunds will be calculated based on:

The percentage of work completed
The cost of materials used or ordered
Any applicable restocking or administrative fees
b) The Contractor will issue any approved refund within 30 days of written agreement between both parties or a legal determination.
*. Payment Disputes
a) If a payment dispute arises, the Contractor and Client agree to attempt resolution within 30 days before pursuing legal action.
b) If a refund is agreed upon, payment will be issued within 30 business days of resolution

9. Any hidden damages we will stop the job and notify the owner ASAP to the potential cost growth to the job. For all roof or reroof jobs if HVAC line sets are strapped to top of truss and we puncture with nail during install it will be on home owner to make repairs. This is common with poor quality HVAC installs and makes it an unforeseen condition to HSBM

10. Prevailing Party & Attorneys' Fees Clause
In the event of any dispute, claim, or legal proceeding arising out of or related to this Agreement, including but not limited to the enforcement of contract terms, collection of unpaid amounts, or claims for breach of contract, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, court costs, and expenses incurred before, during, and after trial, including any appeals.

For purposes of this clause, the prevailing party shall be the party that is awarded judgment or relief, whether through litigation, arbitration, mediation, or settlement requiring the opposing party to make a payment or take corrective action.

This clause shall survive the termination, expiration, or completion of this Agreement.

11. ANY ADDITIONAL WORK ADDED TO A PROJECT - MUST REQUEST A NEW ESTIMATE AND SIGN AGREEMENT. ANY JOB CHANGES DONE WITHOUT AN ADDITIONAL CONTRACT SIGNED GOES AGAINST THE WILL OF THE CONTRACTOR AND WILL RESULT IN SIGNIFICANT TIME FRAME DELAYS FOR JOB COMPLETION.

12. ESTIMATES PROVIDED ARE VALID FOR 14 DAYS, AFTER 14 DAYS A NEW ESTIMATE WILL NEED TO BE PROVIDED.

13. AT ANYTIME THE CLIENT BRINGS ANOTHER CONTRACTOR /SUB CONTRACTOR/HANDYMAN THEY MUST PROVIDE THE FOLLOWING BEFORE CONDUCTING ANY WORK: BUSINESS LICENSE , PROOF OF CURRENT WORK COMP, CURRENT LIABILITY INSURANCE AND PROVIDE ALL CONTACT NUMBERS TO CHECK IF ALL ARE VALID. IF THE CLIENT HAS BROUGHT UNLICENSED CONTRACTORS ON THE JOB THEY WILL ASSUME ALL RESPONSIBILITY FOR THESE INDIVIDUALS AND WE WILL PULL OUR PERMIT OFF THE JOB IMMEDIATELY.

14. Loss of Rental Income Waiver

The Contractor shall not be responsible for any actual, consequential, or perceived loss of rental income, lost profits, or financial damages incurred by the Client due to project delays, unforeseen circumstances, or any other reason beyond the Contractor’s control.

*. Project Timeline & Unforeseen Delays
a) The Contractor shall make commercially reasonable efforts to complete the project according to the agreed timeline. However, project timelines are estimates and subject to change due to:

Weather conditions, material shortages, labor availability, permitting delays, or unforeseen site conditions.
Acts of God, government regulations, or delays caused by third parties.
Client-requested changes, additional work, or failure to make timely decisions or payments.
b) Any delays resulting from the above shall not be grounds for claims against the Contractor for loss of rental income, financial hardship, or other related damages.

*. Waiver of Rental Loss Claims
The Client agrees that under no circumstances shall the Contractor be liable for:

Missed rental income due to construction delays.
Lease cancellations or terminations by prospective tenants.
Any financial loss tied to property vacancy caused by extended project timelines.

*. Limited Liability
The Client acknowledges and agrees that the Contractor’s sole responsibility is the completion of the contracted work. In the event of a delay, the Client’s exclusive remedy shall be an extension of the project schedule, not financial compensation.

15. CREDIT CARD REFUNDS WILL BE SUSCEPTIBLE TO THE CHARGED RATE TO US NOT BEING REFUNDED AS OUR CREDIT CARD COMPANY DOES NOT REFUND US FOR THE TRANSACTION CHARGE.

16. ADDITIONAL CHARGES MAY APPLY IF CLIENT PROVIDES WRONG MATERIALS THAT CHANGE OR DISRUPT PROJECT PLANS.

17.Driveway or parking areas. The customer is responsible for providing the most convenient location that will bear the weight of HSBM/Shapells and Dumpster. Equipment and other vehicles responsible required for the perform the service. HSBM/Shapells will not be responsible for any damage to any private payment or a company Sub services including but not limited driveway, pavers, sidewalk, concrete slab size etc. Underground utilities must be clearly marked by customer prior to pick up and or delivery to avoid possible damage of septic tank , water tanks etc. Further it is the customer's responsibility to provide a suitable location for the delivery and pick up of HSBM/Shapells equipment and HSBM/Shapells will not be responsible for any damage to customers property. If a third party delivery happens and the damage to driveway or yard (oil leaks, cracks or paver damage) we will immediate contact client and provide numbers to contact for corrective measures.

18. Owner understands and agrees to be present or have a representative present when any materials supplied by Owner for use on this job are unpacked by {CONTRACTOR}. Owner or representative will inspect those materials for completeness of the order and for damage or for any other defects. If Owner is not present when these materials are unpacked, Owner waives any and all claims against {CONTRACTOR} for any damaged or missing materials and will hold {CONTRACTOR} harmless against any claims for damaged or missing materials by the Owner or the Owner's representative. Owner responsible for returning, providing new undamaged material and note this could slow the job.

19. Convenience fees apply to all credit card customers that call in to pay and are an alternative to our standard cash or check payment process. The fee of 2.85% will be applied to the charged amount of the project, invoice and required down payment of project.

20. All kitchen jobs that require new appliances and or removing old appliances then reinstall of old appliances will be the home owners responsibly contract with outside installers. We are not responsible for ANY appliances.

21. We are not responsible for any damage to gutters during the process of reroofs and repairs.

22. Pricing is determined by the site conditions assessed during the initial estimate. If the client has an excessive amount of furniture or materials in the home that requires additional effort from our crews, extra fees may be applied. Flooring removal is for what we can physically see at the time of the estimate, if upon demolition we discover multiple layers of flooring we will issue a change order to the client for removal of additional material, which may include grinders/chisel to remove all layers of flooring materials.

23. Due to the issues of lead time on supplies and labor there is ZERO guarantee of project completion dates on all of our jobs.

24. ANY HIDDEN DAMAGES WILL BE EXTRA, COULD RESULT IN PROLONGED TIME FRAME OF JOB AND WILL BE DISCUSSED WITH CLIENT ONCE FOUND.

25. HOME SERVICES BY MCCUE DOES NOT DIRECTLY DEAL WITH ANY GAS LINE SERVICES OR APPLIANCES (I.E. MOVING APPLIANCES, ORDERING APPLIANCES, INSTALLATION OF APPLIANCES) ANY GAS LINE SERVICES OR APPLIANCE NEEDS WILL BE HANDLED BY THE CLIENT AND THE COMPANY THEY CHOSE TO HANDLE THESE SERVICES.

23. HOME SERVICES BY MCCUE IS NOT RESPONSIBLE FOR RETURN/ACCEPTING OF ANY CLIENT ORDERED MATERIAL.

24. The contractor shall not be responsible for any Homeowners Association (HOA) fees, assessments, approvals or requirements that may apply to the property. It is the sole responsibility of the homeowner or their designated representative to ensure compliance with all HOA regulations, fees, or other obligations. Any delays, costs, or complications arising from HOA-related issues shall not be the responsibility of the contractor.

Any items from the project that are removed from any site will be immediately discarded in our dumpster, fees to be assessed and we will no longer store any items for clients to sell etc.

25. CONFIDENTIALITY NOTICE: This communication is intended for the sole use of the individual and entity to whom
it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under
applicable law. You are hereby notified that any dissemination, distribution or duplication of this communication by
someone other than the intended addressee or its designated agent is strictly prohibited. If you are not the
intended recipient, please contact our offices immediately or by reply Email and permanently delete and destroy the
message and all of its contents (including, without limitation, any attachments).

26) Water Intrusion & Remediation Clause
In the event of any water intrusion or leak during the course of the project, the Client agrees to immediately notify Contractor (Home Services by McCue) and grant prompt access to the property for inspection and mitigation. Contractor shall have the exclusive right to deploy its designated remediation partner, Rytech Restoration, to address and prevent further damage.

27) Limited Warranty Statement

Home Services by McCue of North Florida Inc. ("Contractor") warrants that all work performed under this Agreement will be completed in a good and workmanlike manner, in compliance with the Florida Building Code and applicable industry standards, for a period of one (1) year from the date of substantial completion, unless otherwise stated in writing.

Warranty Coverage

Contractor will, at its option, repair or replace any defects in workmanship discovered during the warranty period that are directly attributable to Contractor's work.

Manufacturer warranties on materials and equipment shall be passed directly to the Owner. Contractor does not independently warrant materials, equipment, or products supplied by third parties.

Exclusions

This Limited Warranty does not cover:

Normal wear and tear, shrinkage, fading, or deterioration due to weather, age, or lack of maintenance.

Damage caused by Owner neglect, misuse, abuse, alterations, or failure to maintain the work in accordance with recommended practices.

Acts of God, fire, flood, storm, hurricane, or other events beyond Contractor’s control.

Work performed by others not contracted or approved by Contractor.

Pre-existing conditions or concealed conditions not visible or discoverable at the time of work.

Owner Responsibilities

The Owner shall notify Contractor in writing of any warranty claim within a reasonable time after discovery, and no later than thirty (30) days after the expiration of the warranty period. Contractor shall be given reasonable access to inspect and perform warranty work.

Limitation of Liability

This Limited Warranty is the sole and exclusive warranty provided by Contractor. Contractor disclaims all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Contractor’s liability is limited to the cost of repair or replacement of defective workmanship and shall not exceed the original contract price.

28) In Florida, building permits are regulated under the Florida Building Code (FBC) and enforced by each county or municipality

A building permit is required whenever you are constructing, enlarging, altering, repairing, moving, demolishing, or changing the occupancy of a building or structure over $5000.

When a Permit is Typically Required

* New construction – homes, commercial buildings, garages, sheds (over a certain size, often 120 sq. ft.), decks, docks, etc.

* Additions – rooms, porches, carports, patios, enclosures.

* Structural changes – load-bearing wall removal, trusses, beams, foundations.

* Roofing – replacement or re-roofing.

* Siding – including stucco, cement board, or major exterior finishes.

* Windows & Doors – replacement or new installation.

* Plumbing work – water heaters, repipes, sewer/septic connections.

* Mechanical work (HVAC) – new or replacement systems, ductwork.

* Electrical work – new wiring, service upgrades, generators, panels.

* Pools, spas, fences, seawalls, docks – most require permits.

* Permanent structures – sheds, pergolas, pole barns, boat covers, etc.

* When a Permit May NOT Be Required (varies by jurisdiction)

* Minor cosmetic work: painting, flooring, cabinets, countertops.

* Small repairs: replacing a faucet, replacing an appliance in-kind (without new wiring/plumbing).

* Small sheds (often under 120 sq. ft., but size varies by city/county).

Key Rule of Thumb

If the work affects structural integrity, safety systems, utilities (electrical, plumbing, mechanical), or building envelope (roof, windows, siding) → a permit is required.

Each city or county building department enforces the FBC and may have its own stricter rules, so it's best to check with your local Building Department before starting work.

Should the Client fail to provide timely access or engage a third-party service without prior written notice and approval from Contractor, the Client accepts full responsibility for any resulting damages, additional costs, or warranty limitations associated with such unauthorized action.

ACCEPTANCE OF PROPOSAL
The above prices , specifications and conditions are hereby accepted. Photos of project may be used in social media with no address or client info attached. Home Services By McCue is authorized to do the work specified above once signed.
I, _________e-signed___________________________________(Name) hereby agree and consent as follows:
A. I consent and authorize Home Services By McCue, located at 216 20th St. N., Jacksonville Beach , FL
32250 to use my likeness in any photograph, video or other digital media ("Photos") in any and all of its
publications, including print or web-based publications.
B. I, being the legal owner of, or having the right to permit the taking and use of photographs of ____(Street Address),
________________________________(City, State, Zip), consent and authorize Home Services by McCue to use any photograph, video or other digital media ("Photos") in any and all of its

publications,
including print or web-based publications.

C. I irrevocably authorize Home Services By McCue to copy, edit, enhance, crop, or otherwise alter any
Photo for use in their publications. I also waive any rights for approval or inspection of any Photos.

D. I understand and agree that all Photos are the property of Home Services By McCue, and will not be
returned to me.

E. I acknowledge that I am not entitled to any compensation or royalties with respect to the use of the
Photos.

F. I agree to release and forever discharge Home Services By McCue and its affiliates, successors and
assigns, officers, employees, representatives, partners, agents and anyone claiming through them, in
their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises,
agreements, disputes, demands, damages, causes of action of any nature or kind, known or unknown,
which I, and anyone claiming on behalf of me, may have or claim to have against Releasee in connection
with this Release.

G. I have carefully read and fully understand all the provisions of this Photo Release Form and am freely,
knowingly and voluntarily signing.

H. No Warranty on Roof Repairs if we are repairing aged roof.

I. We will run the magnet over property after all repairs, note client is to have grass mowed prior to start of all roof projects to ensure the magnet can pick up any metal associated with project.

J. WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS,
SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY
EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW YOUR FAILURE TO MAKE

SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.
TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER

TO: (The Above Name & Addressee as listed on Page 1)
The undersigned hereby informs you that it has furnished or is furnishing services or materials as follows:
For improvement of the real property described as:
Under an order given by:
Florida law prescribes the serving of this Notice and restricts your right to make payments under your
contract in accordance with Section 713.06 Florida Statutes.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's law, those who work on your property or provide materials and are not paid have a
right to enforce their claim for payment against your property. This claim is known as a construction lien.
If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally
required payments, the people who are owed money may look to your property for payment, EVEN IF
YOU HAVE PAID YOUR CONTRACTOR IN FULL.
PROTECT YOURSELF:
▪ RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
▪ LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

BY: Home Services By McCue of North Florida, INC

Copies to: Cert. #

The Client acknowledges and agrees that the roof currently undergoing repairs is at or near the end of its expected life expectancy. Due to the age and condition of the roof, the Contractor does not provide any warranty, either express or implied, on the repairs performed.

The Client understands that while the Contractor will perform the repairs to the best of their ability, no guarantee is made as to the longevity or effectiveness of these repairs due to the advanced age and overall condition of the roof. The Contractor shall not be held liable for any future issues, damage, or failure of the roof following the completion of the repairs.

The Client accepts full responsibility for any further maintenance, repairs, or replacement of the roof that may be necessary following the work performed under this agreement.

Thank you for the opportunity to work with you!
Sincerely,
Mitchell L. McCue
CEO

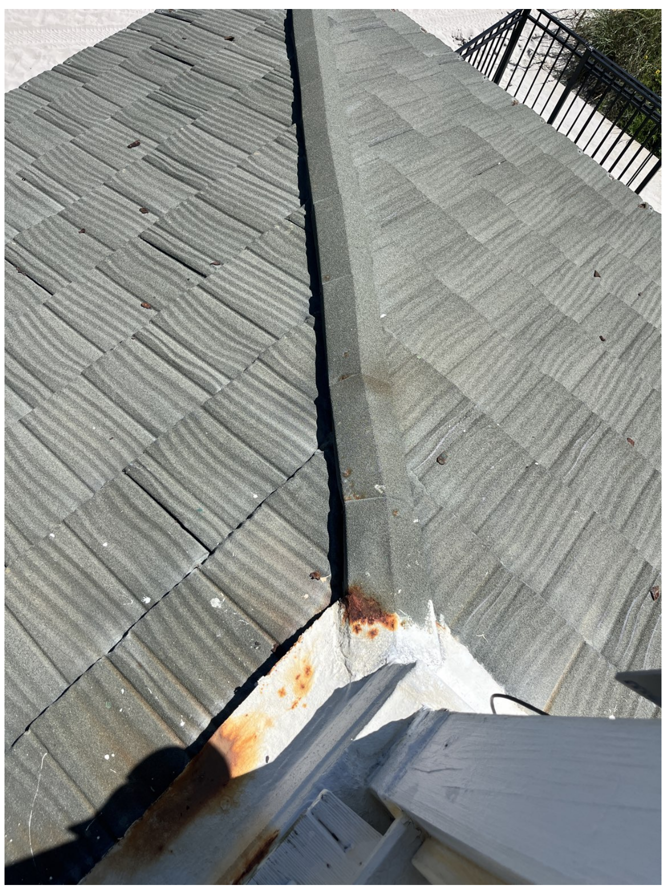
Home Services by McCue
216 20th St. N.
Jacksonville Beach, Florida 32250
904-241-2151
Mitch@handyman904.com

McCue General Contractor
CGC 1531689

McCue Heating and Air
CAC1818930

McCue Pest Control
JB230745

McCue Roofing
RC29027768



By signing this document, the customer agrees to the services and conditions outlined in this document.

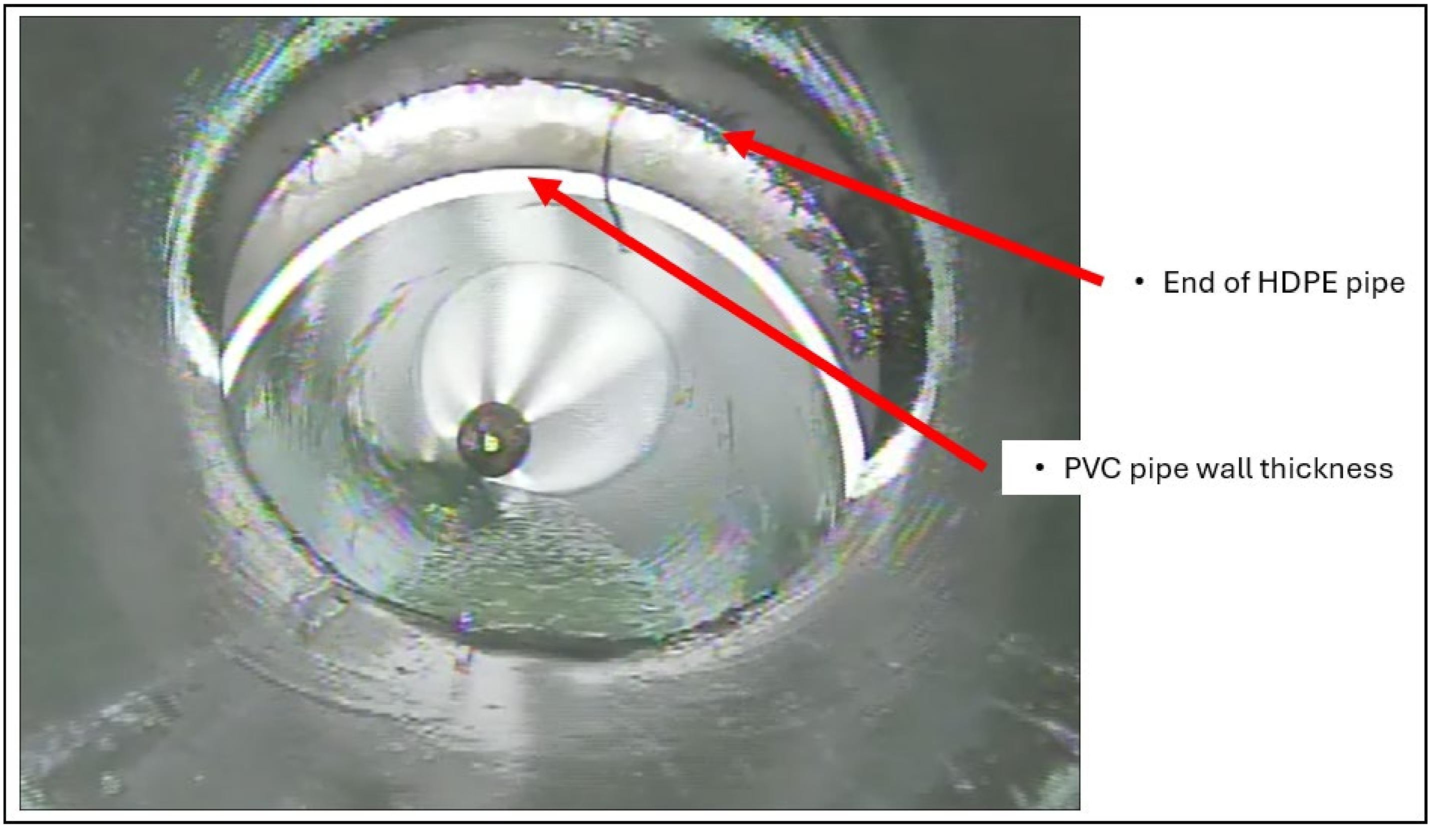
Deryle Calhoun

Special Meeting
Agenda Item #7C
3rd Street at
Florida Blvd
Change Order

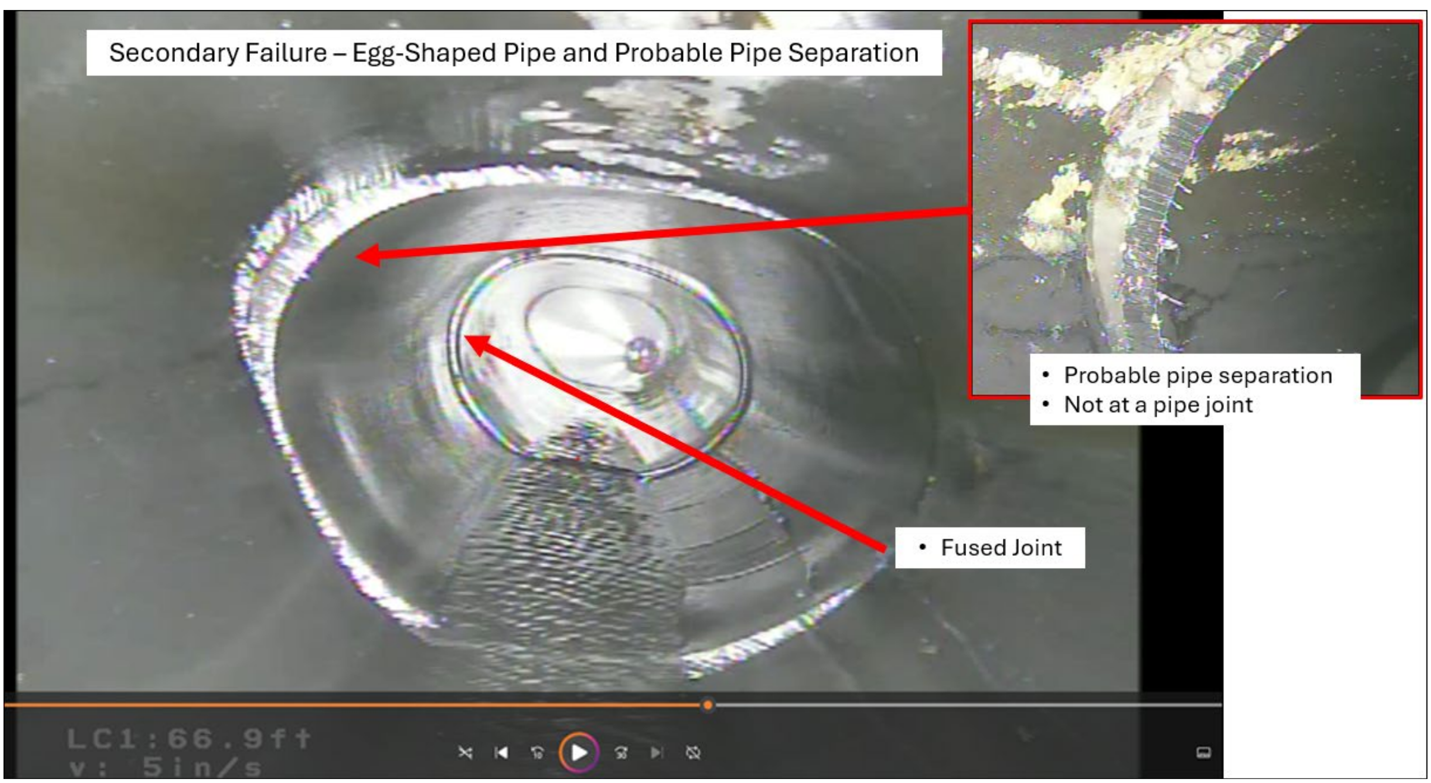
CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEM:	3rd Street at Florida Blvd Gravity Sanitary Sewer Pipe Failure Repair
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	September 10, 2025
BACKGROUND:	A pipe failure in 3rd Street at the intersection with Florida Boulevard on an existing ten-inch diameter sanitary sewer was confirmed during video inspection. The failure occurred on a portion of the pipeline that was spliced in. Public Works has no records regarding the splice. Due to the extent of failure lining as a means of repair is not an option. A second, less severe failure point was identified on the same pipeline. Staff is consulting with a lining contractor as to whether this portion could be successfully lined in lieu of excavation. As there may be other pipe joints that could fail in the future, the preference is to structurally line the entire pipeline following repair of the failure in the intersection. Jax Utilities Management, Inc., already mobilized and awarded additional work at the intersection, has provided a change order: • Intersection failure (Part A) - $116,016.00 • Secondary failure, if required (Part B) - $114,276.00 If lining is confirmed as a rehabilitation method, the proposal will be presented for Council's consideration.
BUDGET:	As of 9.09.25, FY25 Sewer Repair and Maintenance (401-4335-535-30-46) Current Budget is $610,500.00 with Budget Available of $88,040.26. A budget transfer of $150,000.00 from Sewer Professional Services (401-4335-535-30-31) is proposed. Current Budget is $381,884.10 and Budget Available is $277,915.25.
RECOMMENDATION:	Award to Jax Utilities Management, Inc. in the amount of $116,016.00 for the intersection failure repair and authorize staff to proceed with the secondary failure in the amount of $114,276.00 if lining is not an option
ATTACHMENT:	• Change order from Jax Utilities Management, Inc. • Screen grabs of pipe failures

Pipe Failure – 3rd Street at Florida Boulevard



Secondary Failure



Change Order

Owner	City of Neptune Beach
Date	9/10/2025
Project Number	202517
Project Name	3rd Street Sewer Repair

					Date of Quote
Cost Code	Description	Quantity	Units	Unit Price ($)	Amount ($)
	3rd Street Sewer Repair				
	Part A				
	General Conditions	1	LS	$ 22,596.00	$ 22,596.00
	SWPP & Erosion Control	1	LS	$ 3,537.00	$ 3,537.00
	Survey & Asbuilts	1	LS	$ 2,775.00	$ 2,775.00
	Testing	1	LS	$ 4,785.00	$ 4,785.00
	MOT	1	LS	$ 16,293.00	$ 16,293.00
	Demolition	1	LS	$ 3,454.00	$ 3,454.00
	Stabilization	1	LS	$ 321.00	$ 321.00
	Base / Flow Fill	1	LS	$ 7,683.00	$ 7,683.00
	Asphalt	1	LS	$ 2,506.00	$ 2,506.00
	Striping	1	LS	$ 1,088.00	$ 1,088.00
	Sanitary Sewer including Dewatering	1	LS	$ 50,978.00	$ 50,978.00
		Subtotal			**$ 116,016.00**
	Part B				
	Survey & Asbuilts	1	LS	$ 5,635.00	$ 5,635.00
	Testing	1	LS	$ 9,715.00	$ 9,715.00
	MOT	1	LS	$ 5,431.00	$ 5,431.00
	Demolition	1	LS	$ 4,718.00	$ 4,718.00
	Stabilization	1	LS	$ 442.00	$ 442.00
	Base / Flow Fill	1	LS	$ 13,935.00	$ 13,935.00
	Asphalt	1	LS	$ 3,461.00	$ 3,461.00
	Striping	1	LS	$ 1,087.00	$ 1,087.00
	Sanitary Sewer including Dewatering	1	LS	$ 69,852.00	$ 69,852.00
		Subtotal			**$ 114,276.00**

APPROVED BY		**Subtotal ($)**	**230,292.00**
AUTHORIZED SIGNATORY	9/10/2025	**Total Amount ($)**	**230,292.00**

August 29, 2025

Board of Trustees
City of Neptune Beach
Police Officers' Pension Board

Re: City of Neptune Beach Police Officers' Retirement System
Projection Analysis

Dear Board:

As requested, we have performed a special actuarial analysis to estimate the projected City funding requirements and funded ratio over the next fifteen years under the following scenarios:

1. Baseline requirements established under current actuarial methods and assumptions and current automatic annual cost-of-living adjustment (COLA) structure.
2. Requirements prior to the adoption of the automatic annual COLA for retirees who retired or who will retire on or after October 1, 2020, but reflecting the ad-hoc COLA for retirees who retired before October 1, 2020.
3. Effective October 1, 2026, 1.00% automatic annual COLAs instead of the scheduled phase in to 3.00%. The 1.25% COLA scheduled for October 1, 2025 remains in place.

Prior to discussing the results of the projection studies, it is important to review the assumptions that were utilized to estimate future assets and liabilities, and the estimated annual contribution requirements.

<u>Assumptions Utilized for Baseline Projection (current benefit structure)</u>

- The liability projections were based upon census data as of the October 1, 2024 actuarial valuation. Additionally, we relied upon actuarial assumptions, methods, asset information, and plan provisions contained in the October 1, 2024 actuarial valuation report.
- Based on recent and long-term experience, future members are assumed to enter the Plan as outlined below with a starting salary of $57,500. Additionally, 90% are assumed to be male, while 10% are assumed to be female.

Hire Age	Weight
25	30.0%
30	40.0%
35	7.5%
40	7.5%
45	7.5%
50	7.5%

- The beginning annual pay is assumed to increase at the 2.50% inflation assumption during the projection period. For example, the beginning pay for a new hire is assumed at $57,500.00 for 2024, $58,937.50 for 2025, and so on.
- Future administrative expenses are assumed to grow at the 2.50% inflation assumption.

- Future annual state monies available to the City are assumed to be $110,244.27, equal to the amount received in calendar 2025.
- Unless otherwise stated, future mortality, disability, turnover, retirement, payroll, and salary increases are all assumed to occur in accordance with the actuarial assumptions outlined in the October 1, 2024 actuarial valuation report.

Assumptions/Methods Utilized for Projections

For the proposed benefit scenario, we utilized all assumptions described for the Baseline projection, except that the increase in the UAAL associated with the proposed benefit enhancements is amortized as a level dollar over 15 years at a 7.50% investment return assumption.

It is important to keep in mind that deviations in future plan experience relative to the assumptions stated above may have a dramatic impact upon future contribution requirements.

The results of this analysis, including the estimated City contribution requirement, Unfunded Actuarial Accrued Liability, and Funded Ratio are outlined on the enclosure.

Statement of Qualifications

The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report, as well as the October 1, 2024 valuation report, are considered an integral part of the actuarial opinions.

In reviewing the results presented in this study, it should be noted there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2024 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Respectfully submitted,

Doug Lozen

Douglas H. Lozen, EA, MAAA

Enclosures

City of Neptune Beach Police Officers' Pension Board

Projection Analysis for Proposed COLA

Estimated Impact on Contribution Requirements and Unfunded Actuarial Accrued Liability (UAAL)

Valuation Year	Applicable to Fiscal Year Ending	Estimated City Contributions % Baseline	Estimated City Contributions $ Baseline	Estimated UAAL Baseline	Estimated Funded Ratio [1] Baseline	Estimated City Contributions % No COLA	Estimated City Contributions $ No COLA	Estimated UAAL No COLA	Estimated Funded Ratio [1] No COLA	Estimated Change in City Contributions
10/1/2024	9/30/2026	44.64%	994,248	5,718,109	67.3%	28.35%	631,454	3,477,013	77.2%	(362,794)
10/1/2025	9/30/2027	46.75%	1,009,670	5,546,470	69.8%	27.57%	592,622	3,015,279	80.9%	(417,048)
10/1/2026	9/30/2028	42.55%	928,191	4,364,308	77.3%	22.98%	498,074	1,899,660	88.4%	(430,117)
10/1/2027	9/30/2029	36.46%	845,187	3,138,726	84.4%	17.53%	402,619	826,820	95.1%	(442,568)
10/1/2028	9/30/2030	33.72%	814,296	2,562,620	87.9%	14.25%	339,927	418,167	97.6%	(474,369)
10/1/2029	9/30/2031	31.80%	800,955	2,071,536	90.7%	11.00%	272,186	105,199	99.4%	(528,769)
10/1/2030	9/30/2032	31.67%	748,069	1,589,723	93.2%	7.49%	154,518	(156,525)	100.8%	(593,551)
10/1/2031	9/30/2033	29.59%	758,232	1,162,384	95.3%	7.55%	149,617	(336,429)	101.7%	(608,615)
10/1/2032	9/30/2034	21.55%	515,202	662,591	97.4%	7.87%	131,138	(447,765)	102.2%	(384,064)
10/1/2033	9/30/2035	17.44%	454,245	225,747	99.2%	8.02%	137,144	(553,716)	102.6%	(317,101)
10/1/2034	9/30/2036	13.52%	358,718	(74,332)	100.3%	7.89%	124,505	(690,007)	103.1%	(234,213)
10/1/2035	9/30/2037	13.50%	311,693	(284,245)	100.9%	7.92%	109,925	(836,385)	103.6%	(201,768)
10/1/2036	9/30/2038	13.73%	309,341	(391,360)	101.2%	8.10%	115,558	(983,165)	104.1%	(193,783)
10/1/2037	9/30/2039	13.81%	321,357	(504,680)	101.5%	8.16%	129,589	(1,141,681)	104.6%	(191,768)
10/1/2038	9/30/2040	13.87%	322,478	(635,400)	101.9%	8.21%	139,406	(1,320,057)	105.2%	(183,072)
10/1/2039	9/30/2041	14.53%	288,930	(776,703)	102.2%	8.77%	132,375	(1,512,193)	105.7%	(156,555)
Total			9,780,812				4,060,657			(5,720,155)

[1] Determined as the ratio of the expected actuarial value of assets to the expected actuarial accrued liability.

City of Neptune Beach Police Officers' Pension Board

Projection Analysis for Proposed COLA

Estimated Impact on Contribution Requirements and Unfunded Actuarial Accrued Liability (UAAL)

Valuation Year	Applicable to Fiscal Year Ending	Estimated City Contributions % Baseline	Estimated City Contributions $ Baseline	Estimated UAAL Baseline	Estimated Funded Ratio [1] Baseline	Estimated City Contributions % 1% COLA	Estimated City Contributions $ 1% COLA	Estimated UAAL 1% COLA	Estimated Funded Ratio [1] 1% COLA	Estimated Change in City Contributions
10/1/2024	9/30/2026	44.64%	994,248	5,718,109	67.3%	33.16%	738,553	4,152,171	73.9%	(255,695)
10/1/2025	9/30/2027	46.75%	1,009,670	5,546,470	69.8%	33.28%	716,906	3,775,551	77.2%	(292,764)
10/1/2026	9/30/2028	42.55%	928,191	4,364,308	77.3%	28.82%	626,323	2,639,468	84.7%	(301,868)
10/1/2027	9/30/2029	36.46%	845,187	3,138,726	84.4%	23.22%	535,571	1,519,276	91.5%	(309,616)
10/1/2028	9/30/2030	33.72%	814,296	2,562,620	87.9%	20.49%	491,897	1,058,040	94.3%	(322,399)
10/1/2029	9/30/2031	31.80%	800,955	2,071,536	90.7%	18.51%	462,991	687,942	96.5%	(337,964)
10/1/2030	9/30/2032	31.67%	748,069	1,589,723	93.2%	16.94%	397,057	345,827	98.3%	(351,012)
10/1/2031	9/30/2033	29.59%	758,232	1,162,384	95.3%	11.32%	285,054	55,554	99.7%	(473,178)
10/1/2032	9/30/2034	21.55%	515,202	662,591	97.4%	13.44%	318,646	(239,011)	101.1%	(196,556)
10/1/2033	9/30/2035	17.44%	454,245	225,747	99.2%	12.81%	331,423	(385,341)	101.7%	(122,822)
10/1/2034	9/30/2036	13.52%	358,718	(74,332)	100.3%	12.70%	344,290	(619,589)	102.6%	(14,428)
10/1/2035	9/30/2037	13.50%	311,693	(284,245)	100.9%	12.91%	328,527	(853,896)	103.4%	16,834
10/1/2036	9/30/2038	13.73%	309,341	(391,360)	101.2%	12.93%	333,682	(1,090,368)	104.2%	24,341
10/1/2037	9/30/2039	13.81%	321,357	(504,680)	101.5%	12.66%	349,901	(1,351,234)	105.0%	28,544
10/1/2038	9/30/2040	13.87%	322,478	(635,400)	101.9%	9.78%	185,758	(1,641,529)	105.9%	(136,720)
10/1/2039	9/30/2041	14.53%	288,930	(776,703)	102.2%	10.36%	175,565	(1,948,381)	106.7%	(113,365)
Total			9,780,812				6,622,144			(3,158,668)

[1] Determined as the ratio of the expected actuarial value of assets to the expected actuarial accrued liability.

Workshop Agenda Item #6B
Hurricane Preparedness
SB180

COMMUNITY DEVELOPMENT DEPARTMENT

HURRICANE PREPAREDNESS & POST-STORM PERMITTING OPERATIONS

1) HURRICANE PREPAREDNESS AND RESPONSE TIMELINE

a) Hurricane Preparedness

i) 72 hours prior: pack up all planning and building files to relocate them to a safe place

ii) 72 hours prior: 1st attempt to ensure that all property is secure and all construction sites are secure.

(1) This may require driving around the entire city and hanging door hangers

(2) Board and secure site notifications -Contact contractors, property owners, social media blast

iii) 24 hours prior: unplug all computers and electronic equipment place on desk and cover with trash bags

iv) 24 hours prior: 2nd attempt to ensure that all property is secure and all construction sites are secure. This may require driving around the entire city and hanging door hangers - threaten with fine if not secure

v) Prepare mobile office and test equipment

vi) Remove mobile office, prepare for use

b) Post Storm Response - All Must Be Posted To Website

i) 24 hours after, open permitting office

ii) Identify any damaged and flooded property

iii) Once CH operational, Return all planning and building files to City Hall

iv) Reinstall all computers and electronics

v) Shut down mobile office

2) MUNICIPAL POST-STORM PERMITTING, TRAINING, AND OPERATIONS

a) Post-Storm Staffing Plan And Training

i) HW – Customer Service, Permitting

ii) PT – Customer Service, Permitting

iii) DA – Customer Service, Permitting

iv) TS – Secure sites, Damage Assessment, Customer Service, Permitting

v) RM – Backup Customer Service, Permitting

vi) UES – all online review and inspections, additional staff available

vii) Other reviews - all online review and inspections

b) Post-Storm Permitting Office - All Must Be Posted To Website

i) Must be open immediately after 24 hours storm and open 40 hours/week

ii) Post-storm office locations including Neptune House, Pablo Creek Library

iii) IT to deploy mobile office with permitting staff

iv) Mobile Office Content:

(1) Mobile Laptops

(2) Phone

(3) Monitor

(4) Printer

(5) Scanner,

(6) Paper Copies of all applications

(7) Digital copies of all applications (online, on drives, paper)

v) Need on-line access to FBC

vi) Bring any necessary records (example EC)

c) Post-Storm Permitting Procedure- All Must Be Posted To Website

i) Post-storm permitting guide available to public and on website, including:

(1) Types of permits required/fees, and consequences of not having permits

(2) All permissible unpermitted activity

(3) All permits available online, application process with details, and location to obtain permit

(4) All local and state permitting requirements

ii) Work schedule

(1) 40 hours /week

(2) Five day work week

(3) Storm-related permits (M,W,F)

(4) Records request three days

iii) Guaranteed expedited (seven day) and inspections

iv) 50% fee-waived for storm related permitting

v) Applications accepted via email or in person

vi) Inspection requests submitted via phone

vii) All reviewers must have on-line access

viii) Web-based Fee processing (finance by phone)

ix) Online permitting and records

COMMUNITY DEVELOPMENT DEPARTMENT STATE LAW UPDATES

July 1, 2025

State Legislation SB 180 - Effective July 1, 2025, Retroactive To August 1, 2024

1) Prohibits the adoption of local lookback ordinances for substantial damages or improvements
2) Prohibits impact fees (user fees) for replacement facilities
3) Requires local emergency management and permitting contact on record with state
4) Creates requirements for municipal post-storm permitting, training, and operations. All must be posted to website.
   a) *Municipalities must offer post-storm staffing plan and training, including mutual aid agreements.*
   b) *Municipalities must offer post-storm office locations, including interlocal agreement.*
   c) *Municipalities are required to offer on-line expedited (seven day) and fee-waived post-storm permitting and inspections.*
   d) *Must offer expedite debris removal*
5) Creates requirements for municipal post-storm permitting guide available to public and on website, including:
   a) *Types of permits required/fees, and consequences of not having permits*
   b) *All permissible unpermitted activity*
   c) *All permits available online, application process with details, and location to obtain permit*
   d) *All local and state permitting requirements*
6) Prohibits fee increase 180 days after a storm.
7) Municipalities must offer access to online permitting and records.
8) Permitting office must be open immediately after storm and open 40/hrs a week
9) Prohibits municipalities from adopting more restrictive laws or procedures to comprehensive plans or land development regulations concerning all permits.
10) Requires annual state (OPPAGA) staff audit for storm-related performance.
11) Creates requirements for municipal stormwater and flood reporting, funding, and improvement plans.
    a) *Identifies flood prone areas and infrastructure deficiencies*
    b) *Identifies priority action plan to correct flooding/infrastructure deficiencies*
    c) *Requires inspection plan, improvement plan, and maintenance plan for flood prone areas and infrastructure deficiencies*
    d) *Biannual reporting to state required*
12) Municipal post-storm debris collection contract and drop off location required.
13) FBC “Renovations” redefined from 30% to 75% in post-storm