



AGENDA
Regular City Council Meeting
Monday, January 5, 2026, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. APPROVAL OF MINUTES
 - A. December 1, 2025, Regular City Council Meeting p. 3
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT p. 11
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
 - PH** A. ORDINANCE NO. 2025-19, SECOND READ AND PUBLIC HEARING. An Ordinance Granting to the City of Jacksonville Beach, Florida, Doing Business as Beaches Energy Services, Its Successors and Assigns, the Right and Franchise to Operate an Electric Transmission and Distribution System in the City of Neptune Beach and to Construct, Maintain, Operate and Extend Electric Transmission and Distribution Lines in the Public Rights-of-Way of said City; Providing the Terms and Conditions of Such Franchise; Providing Terms and Conditions for the Undergrounding of Electric Facilities Within the City of Neptune Beach; Providing for Monthly Franchise Fee Payments to the City of Neptune Beach; Providing for Either Party's Right to Terminate the Franchise Agreement Created Hereby under Specified Circumstances; Providing for Repeal of Inconsistent Provisions in Other City Ordinances; and Providing for an Effective Date p. 16
 - PH** B. ORDINANCE NO. 2025-20, SECOND READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida, Amending the Code of Ordinances, Division 8 – Variances, Article III– Administrative and Enforcement Procedures, to Enact Section 27-145.1, titled “Certified Recovery Residences”; Providing for Repeal of Conflicting Ordinances and Resolutions; Providing for Severability; and Providing an Effective Date p. 45
9. OLD BUSINESS
 - A. Consideration of Approval of 5th Street Stormwater Outfall Ditch – Bay and Davis Culvert Improvements p. 64

- B. Paid Parking Program Update
 - 1. Employee Parking
 - 2. Merchants Association
 - 3. Interlocal Agreement with Atlantic Beach
 - 4. Parking Rate
- p. 117

10. NEW BUSINESS

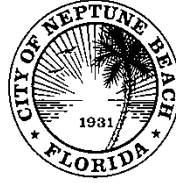
- A. Consideration of Approval of Florida Boulevard Pump Station Junction Manhole Lining
- p. 147

11. COUNCIL COMMENTS

12. ADJOURN

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

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



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, DECEMBER 1, 2025, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, December 1, 2025, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

IN ATTENDANCE:

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

STAFF:

City Manager Richard Pike
 City Attorney Paul Waters
 Chief of Police Michael Key
 Public Works Director Deryle Calhoun
 Community Development Director Heather Whitmore
 Parks and Sustainability Director Colin Moore
 Project Manager Blake West
 City Clerk Catherine Ponson

Call to Order/Roll
 Call

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

APPROVAL OF MINUTES

Minutes

Made by Livingston, seconded by Messinger.

MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:

November 3, 2025, Regular City Council Meeting
November 17, 2025, Special City Council Meeting
November 17, 2025, Workshop City Council Meeting
November 17, 2025, Town Hall Council Meeting

Roll Call Vote:

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

MOTION CARRIED

PUBLIC COMMENTS

Public Comments

Katie Freier, 63 W 8th Street, Atlantic Beach, manager of Homespun Kitchen, commented that increased parking fees will negatively impact businesses. She also addressed the lack of employee parking options. She requested Council prioritize a permanent solution for Town Center employee parking.

Jack Sminkey, 59 Oak Knoll Court, St. Augustine, spoke regarding alleged police misconduct involving Chief of Police Michael Key and Gary Stucki during an internal affairs investigation. He also referenced training records requests that appear to be fabricated to show officers receiving more than 24 hours of training in one day.

Gary Stucki, Neptune Beach Police Commander, stated he oversees the Services Division which includes investigations and internal affairs. He reported that the case Mr. Sminkey referenced was unfounded and closed out. He also stated that the hours on the records are credited training hours.

Deanne Dunlop, 2033 Marye Brant Loop N., Neptune Beach, stated she is currently the voluntary Beaches Town Center Merchants Association President. She is also on the Beaches Town Center Agency Board. She thanked Neptune Beach for partnering with the BTC for events. She requested a workshop between Neptune Beach, Atlantic Beach and the merchants. There are issues with the parking situation, and it has not been looked at as a three-part process.

Robin Spence, 216 First Street, Neptune Beach, commented that no amount of paid parking will solve the current challenges. There is a capacity deficit. She also requested Council consider holding a workshop.

CITY MANAGER REPORT

City Manager Richard Pike reported that at an upcoming workshop, each department head will be giving a presentation on projects and accomplishments. At the February 2026 Finance Committee meeting, discussion of the FY26-27 millage rate for Council's consideration will begin.

Mr. Pike announced that at the Tuesday, January 20, 2026, Council Workshop, representatives from the City of Jacksonville will be giving an update on the Penman Road Complete Streets Improvements Project, which will include the status of the five-way intersection. The meeting is being held on Tuesday due to the Martin Luther King, Jr. holiday being observed on Monday, January 19, 2026.

Mr. Pike stated he would be seeking approval from Council to move forward with a water and sewer rate study. This should be done by an outside vendor when requesting funds.

City Manager reports can be located on the City of Neptune Beach website at: <https://www.nbfl.gov/city-manager/pages/city-manager-reports>.

CONSENT AGENDA

Res. No. 2025-22, FMIvT Resolution No. 2025-22, A Resolution of the City of Neptune Beach, Florida, Authorizing to Join with Other Local Governmental Units as a Participant in the Florida Municipal Investment Trust (FMIvT) for the Purpose of Purchasing Shares of Beneficial Interest in the Trust

Res. No. 2025-27, Property Tax Exemption Resolution No. 2025-27, A Resolution of the City of Neptune Beach, Duval County, Florida, Pursuant to Section 196.1978(3)(O), Fla. Stat., Electing to Not Exempt Property From Ad Valorem Property Tax Under Section 196.1978(3)(d)1.a., Fla. Stat., Commonly Known as the "Live Local Act Property Tax Exemption"; Providing for Incorporation of Recitals, Required Findings, Direction to the Mayor, Direction to the City Manager, Applicability, Severability, and a Conditional Effective Date

Vertex
Companies, LLC
Contract

The Vertex Companies, LLC, Contract for City of Neptune Beach Life Safety and Fire Protection 3rd Party Plan Reviews and Inspections

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE THE CONSENT AGENDA**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

ORDINANCES

Ord. No. 2025-18,
Sec. 27-133(d) Ordinance No. 2025-18, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending the Code Of Ordinances, Division 7 – Review of Administrative, Legislative and Quasi-Judicial Decisions, Article III – Administrative and Enforcement Procedures, To Amend Section 27-133, Titled “Review of Administrative Decisions”; Removing Requirement that the Initiation of an Administrative Appeal Will Stay All Actions Required by or Relating to the Decision Being Appealed; Providing for Repeal of Conflicting Ordinances and Resolutions; Providing for Severability; and Providing an Effective Date

Public Hearing Mayor Bylund opened the public hearing. There being no comments from the public, Mayor Bylund closed the public hearing.

Made by Messinger, seconded by Horvath.

MOTION: **TO ADOPT ORDINANCE NO. 2025-18 AT SECOND READING**

Roll Call Vote:

Ayes: 5 –Messinger, Rogers, Horvath, Livingston and Bylund

Noes: 0

MOTION CARRIED

Ord. No. 2025-19,
BES Agreement Ordinance No. 2025-19, First Read and Public Hearing. An Ordinance Granting to the City of Jacksonville Beach, Florida, Doing Business as Beaches Energy Services, Its Successors and Assigns, the Right and Franchise to Operate an Electric Transmission and Distribution System in the City of Neptune Beach and to Construct, Maintain, Operate and Extend Electric Transmission and Distribution Lines in the Public Rights-of-Way of said City; Providing the Terms and Conditions of Such Franchise; Providing Terms and Conditions for the Undergrounding of Electric Facilities Within the City of Neptune Beach; Providing for Monthly Franchise Fee Payments to the City of Neptune Beach; Providing for Either Party's Right to Terminate the Franchise Agreement Created Hereby under Specified Circumstances; Providing for Repeal of Inconsistent Provisions in Other City Ordinances; and Providing for an Effective Date.

Public Hearing Mayor Bylund opened the public hearing. There being no comments from the public, Mayor Bylund closed the public hearing.

Presentation/
Discussion

Mr. Pike explained that the agreement between Beaches Energy Services (BES) and Neptune Beach had expired. He was previously granted permission by Council in 2024 to move forward with negotiating the agreement from 2002. He thanked Public Works Director Deryle Calhoun, Councilor Rogers, Jacksonville Beach City Manager Mike Staffopolous, and Jacksonville Beach Public Works Director Allen Putnam for their assistance.

Mr. Pike introduced Attorney Robert "Schef" Wright, with Gardner Bist King & Wood Law Firm. Mr. Wright specializes in representing local governments during this type of negotiation.

Mr. Wright stated he had been working in utilities and energy in Florida since December 1980. He gave an overview of the new 2025 Franchise Agreement compared to the 2002 Electric Service Agreement. He pointed out that the 2002 Agreement was for electric service only. The new 2025 Franchise Agreement allows BES to provide other utility-type services, except where Neptune Beach is already providing such service. The existing agreement had a term of ten years. The new 2025 Franchise has a 30-year term that continues year-to-year.

Discussion included the payment in lieu of taxes, undergrounding provisions, and median-placed streetlights.

Councilor Messinger questioned Section 9 of the new agreement, *Streetlight Facilities Installation and Maintenance*. He expressed concern is the lighting spectrum of the LED technology conversion referenced in that section. He requested a guard rail be put in place so a lighting spectrum is mutually agreed upon by both cities before installation.

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE ORDINANCE NO. 2025-19 AT FIRST READING**

Roll Call Vote:

Ayes: 5 –Rogers, Horvath, Livingston, Messinger and Bylund

Noes: 0

MOTION CARRIED

Ord. No. 2025-20,
Certified Recovery
Residences

Ordinance No. 2025-20, First Reading and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending the Code of Ordinances, Division 8 – Variances, Article III– Administrative and Enforcement Procedures, to Enact Section 27-145.1, titled "Certified Recovery Residences"; Providing for Repeal of Conflicting Ordinances and Resolutions; Providing for Severability; and Providing an Effective Date.

Public Comment

Mayor Bylund opened the public hearing. There being no comments from the public, Mayor Bylund closed the public hearing.

Discussion

City Attorney Paul Waters explained this is mandated by state law. It takes away the local municipality's ability to deny a residential treatment facility from occupying properties.

Mr. Waters answered Councilor Messinger's inquiry that this cannot be grandfathered in as the City's existing ordinances do not address this. These are multifamily residential treatment facilities. This creates new provisions mandated by the Florida Legislature.

Vice Mayor Livingston pointed out that there are parameters in place that must be met, such as required state licensure.

Made by Livingston, seconded by Rogers.

MOTION:**TO APPROVE ORDINANCE NO. 2025-20 AT FIRST READ**

Roll Call Vote:

Ayes: 5 – Horvath, Livingston, Messinger, Rogers and Bylund

Noes: 0

MOTION CARRIED**OLD BUSINESS**

Parking Program
Update

Parking Program Update. Mayor Bylund explained this is on the agenda due to all of the feedback received. Three groups of people need to be addressed, which include the residents, merchants and employees and non-residents. She reported the timeline for discussing the increase goes back to the May 19, 2025, Council Meeting. There were early, frequent and robust finance and budget meetings. She pointed out that there were no public comments made at those meetings. On September 3, 2025, the City Manager asked City Council for directions to move forward with the proposed rate. She informed everyone that Council is there to listen and, if necessary, corrective action would be taken.

Mayor Bylund stated that residents now have four hours of free parking. Residents can register up to five vehicles. The impact on the merchants and employees is not yet fully known. She did receive data that showed in the last ten days, since the rate has been in effect, parking usage is up. She is more concerned with January, February and March. She also knows that there is parking available for employees by private lots. The nonresidents have enjoyed low rates. Rates are going up everywhere.

Councilor Messinger pointed out that the first 30 minutes are still free. He also pointed out that the program was put in place to create turnover. He agrees more should be done to partner with the merchants. He would support a workshop to generate ideas. He stated that the rate is in line with other beach communities.

Vice Mayor Livingston stated there are limited options and agreed the City could do better in meeting with all parties.

Councilor Rogers commented it would be helpful to have a map showing all of the parking options to use as a discussion. He added that regardless of the rate, there is not enough parking.

Public Comment

Robin Spence, 216 First Street, Neptune Beach, stated that there are not enough spaces and we need to come up with ways to get more spaces. Negotiations need to be made with the church and private lots. This will not expect this issue to fix itself. She also added that Atlantic Beach officials stated they had no knowledge of any increase.

Discussion

Mayor Bylund commented that the government is not the answer to everyone's problems all of the time. Sometimes deals should be brokered between private individuals and private business owners to make the solutions for the employees.

Councilor Horvath questioned if the City could turn businesses away.

Mr. Waters explained that if the proposed business is an allowable use in the LDC, by right, the business can be approved. He added that part of the review process is if there is the required number of parking spots. In the Central Business District, the required parking spots has been reduced by 50% in the LDC.

- Public Comments Sandra Hanania, Joseph's Pizza, commented that \$5.00 per hour during the weekdays is expensive. She also stated that four hours for residents is too long. This does not move the parking for nonresidents to have places to park.
- Jim Anderson, 218 Oak Street, Neptune Beach, suggested tiered parking, where parking in front of stores could be at a higher rate.
- Deanne Dunlop, 2033 Marye Brant Loop N., Neptune Beach, commented she is a volunteer for the merchants and there is no vehicle for solving the problem. She has spoken with private lot owners and looked at other possible options for employee parking. It requires working together.
- Mayor Mayor Bylund thanked everyone for coming. She stated this would not be the last of the discussions.
- Chief of Police Chief of Police Michael Key expressed that communication is important, and it works both ways. He pointed out that two things have changed about the parking system. They are the rate and the enforcement. He stated that in May 2025, he informed Council that \$800,000 was outstanding in revenue in hourly rates and citations. There was no mechanism in place to enforce or collect \$800,000 from the failed parking program software. The parking program was working as it related to turnover of parking spaces. The software and the management are what need refreshing. What has changed is that tickets that are issued must now be paid. He plans to issue a Public Service Announcement with key points addressing concerns. He begged everyone to stop believing social media.
- Mr. Pike requested Chief Key gather all of the documentation regarding previous meetings with Atlantic Beach officials regarding Town Center parking.

NEW BUSINESS

- Res. No. 2025-26, Investment Plan Resolution No. 2025-26, A Resolution of the City of Neptune Beach, Florida, Authorizing the Establishment of An Investment Plan for the Management of City Funds.

Made by Rogers, seconded by Livingston.

MOTION: TO APPROVE RESOLUTION NO. 2025-26

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

- Florida League of Cities Conference Florida League of Cities Legislative Conference. Mayor Bylund explained the Florida League of Cities will be holding a legislative conference later this week in Orlando. Vice Mayor Livingston and Councilor Horvath would be attending.

Councilor Horvath is on the Development, Code Compliance, and Redevelopment Committee, which will be meeting at the conference. The committee consist of representatives from all over the state. He explained this committee meets three times each year and develops the needs of our cities. The third meeting of the committee, being held in conjunction with the conference, will finalize what they will move forward with at the upcoming legislative session.

Vice Mayor Livingston commented that there is so much happening in Tallahassee. Attending the conference is a good way to highlight the big topics. It is also better to have more voices than one.

Relocation of City Hall

Relocation of City Hall. Mayor Bylund stated she wanted to start the conversation of relocating City Hall. This is not a new idea and has been discussed by previous mayors. She stated that some of the working conditions are less than ideal. There are offices with no windows, originally meant as a closet or for storage. We need to take a look at what we can do to find a new location and funding sources to build something that will work for the City for the next 50 years.

Councilor Messenger expressed that he is opposed to moving the entire municipal presence from the Town Center. He stated that there are so many interactions experienced by coming to City Hall. He is not opposed to selling one of the buildings or doing a land lease. He reminded everyone of the Charter provision stating no park space can be utilized.

Vice Mayor Livingston commented she is open to conversation and also what is the financially responsible thing to do.

Councilor Rogers stated he does not have a problem exploring this. He agrees the location is not a great functional space. There would be a financial commitment to seriously look at this using a professional to provide what the needs are. He would be curious regarding the public safety aspect and what calls originate from the Town Center where there are bars. It would be good to explore options.

Councilor Horvath added he is open to the dialogue. He is also curious to see the economic and financial aspects.

Mayor Bylund stated that the acquisition of real estate is something to start thinking about. She would like to continue to talk about this and see if it can get off the ground by lobbying to other levels of government to help offset the costs.

COUNCIL COMMENTS

Mayor Bylund announced that the First Street Golf Cart Christmas Parade would be held on Friday, December 5, 2025. Staging would begin at 4:30 p.m. at First Christian Church of the Beaches located at 1215 Ocean Front. The parade route will end at Jarboe Park where Christmas in the Park would take place.

On Saturday, December 6, 2025, the Christmas Tree lighting in Beaches Town Center would be held with festivities beginning at 3:00 p.m.

The next City Council meeting will be held on Monday, January 5, 2026.

Adjournment

There being no further business, Mayor Bylund adjourned the meeting at 8:16 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

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

City Manager's Report

Departmental Recaps-12/30/2025

Police Department- Chief Michael Key

(See Separate December 2025 Report)

City Clerk-Catherine Ponson

- Fulfill ongoing public records requests
- Prepare Minutes and Council agenda packets
- Prepare public notices for all upcoming meetings
- Submit required notices for publication in Jacksonville Daily Record

Community Development-Heather Whitmore

1. Public Meetings:

a. Jan 5, 2026, City Council

- i. No items

b. Jan 19, 2026, City Council

- i. 1112 Third St
 - 1. Land Swap (ROW Vacation and Dedication)
 - 2. Utility Easement
- ii. 1848 Nightfall Drive: Riparian Easement Agreement for Dock

c. January 13, 2026, Special Magistrate - cancelled

- i. Next Meeting February 10, 2026

d. January 14, 2026, Community Development Board

- i. V26-01: 405 Davis Street side yard setback variance
- ii. V26-02: 618 Oleander Court side yard setback variance
- iii. DP26-01: Reve Brewing 1501 Atlantic Blvd Development Order

e. January 21, 2026, Historic Review Board: Training

f. January 28, 2026, Historic Review Board: Meeting

2. Current Projects

- a. MyGov - Community Development Online Permitting and Electronic Records
- b. Development Impact Fee Study
- c. Comp Plan Updates

3. Code Enforcement Priority Actions

- a. 1401 Atlantic/Red Roof Inn - Expired BP/Unsafe/seeking demolition
- b. 2033 Oleander - Expired BP/Unsafe

4. Incoming Development

- a. 450 Atlantic Blvd - Karaoke and Recreational Sports Lounge
- b. 628 Atlantic Blvd - Jeff's Bagel Run
- c. 1209 Atlantic Blvd – Aldi
- d. 1501 Atlantic Blvd - Reve Brewing
- e. 1112 Third St – Office Building
- f. 626 Atlantic Blvd - Fifth Third Bank
- g. 1300 Atlantic Blvd - Seven Brew Coffee

5. Services/Contracts

- a. Vertex Fire Plans Examination and Inspection Services
- b. Community Development Online Permitting
- c. Community Development Online Electronic Records

6. Monthly Revenue:

October 1, 2025 to September 30, 2026	
Month	Building
Oct-25	\$52,675.35
Nov-25	\$24,780.00
Dec-25	\$29,329.00
Totals	\$106,784.35

Finance-Jaime Hernandez

1. Key Initiatives & Updates

- **Investment Plan:**
 - A draft was presented to the Finance Committee on November 25, 2025.
 - Final plan presented to the City Council on December 1, 2025
 - Resolution 2025-26, adopting the investment plan passed.
- **FMIvT Membership is in Progress:** Was approved by FMIvT.
- **Working with PRIME:** Developing short-term and daily liquidity investment options
- **ACH Conversion:** Accounts payable payments conversion from paper check to ACH is in progress. We have received about 35% of the forms from vendors. The effective date for the switch from paper checks to ACH is January 1, 2026.

- **AR/AP Automation Project:** Phase 1 implementation completed; Phase 2 (vendor portal) scheduled for Q1 2026.
- **Audit Preparation in Progress:**
 - The audit for FY 2023-24 has been completed. As of 12/23/2025, we are waiting on Purvis Grey to send the final copy of the audited financials.
 - James More, to be scheduled to start mid-March 2026.

2. Upcoming Priorities

- Prepare FY 2026-27 Budget Calendar and Guidelines
- Planification for ERP (TYLER) update, scheduled to take place in the fall of 2026.

Human Resources-Jillian McCann

- Human Resources is currently recruiting a GIS Architect to enhance our City's data management system and support the achievement of our strategic goals.
- Recruiting efforts continue to fill the Laborer II position in the Public Works Department.

IT Department-Ricardo Pizarro

- With the end of the year approaching, the IT department is finishing up some end-of-year projects – largely, P1.
- We have also been working with Tyler on the completion of the MyGov implementation for the early start of next year. This includes developing standard operating procedures for the product along with workflow guidance.

Parks & Sustainability- Colin Moore

- State Appropriation Request for Bay Street Culvert Improvement Project submitted November 18
- Crosswalk for intersection of Fourth St and Seagate Ave installed November 26
- Honorary Pete Jensen Way sign dedicated on November 27
- Senior Center roof is complete, exterior, interior, and HVAC duct repairs are proceeding
- Lifeguard Station refresh projected finish in January
- Cleary Park landscape design installation scheduled for early 2026
- Recreational and fitness equipment areas identified: improvements to the fitness walk at Jarboe Park for Phase 2 of construction
- Penman Road Update from COJ consultant scheduled for January 20, 2026, regular Council Workshop

Public Works- Deryle Calhoun

(Updates in underline font)

Potable Water System

- Replacement Well 5 – Well 5 has been placed into service.
- Inspection of Wells 3 and 4 – These wells were constructed in the 1970s and should be video logged and inspected to identify any rehabilitation needs. Staff working on a proposal with a well contractor.
- Water Tower – Equipment was damaged at the water tower due to insufficient electrical grounding during tank renovation. The tank maintenance contractor is reimbursing for repair costs. Engineer has since designed and developed specifications for grounding, lightning protection (none currently) and cathodic protection. Will evaluate FY26 capital budget later in the fiscal year or request in FY27.

Wastewater System

- Redundant 3rd Street gravity pipeline – Construction of new pipeline was completed week of 9/22/25. Milling and paving were completed on 10/27/25. Awaiting as-builts from contractor to close FDOT permit.
- Rehabilitation of junction manhole at Florida Pump Station – Proposal to rehabilitate the manhole will be presented to Council on 01/05/26. During pipeline construction, a significant loss of wall thickness was noted.
- Reconstruction of gravity sewer at 3rd and Florida – Reconstruction is complete, and paving completed 11/19/25.
- Cave-in on existing pipe at 3rd and Florida – Council approved a change order for this work. Contractor excavated on 11/17/25 and discovered the pipe damage was caused by an abandoned jack and bore effort from roughly the year 2000. The abandoned pipe did not permit correction of the sewer pipe misalignment. Pipe joints were secured, and the excavation was filled with flowable grout to prevent future cave-in.
- Senate Bill 64 and Advanced Wastewater Treatment regulatory requirements – A proposed timeline for choosing an engineer for improvements at the treatment facility will be presented to Council for consideration and feedback.

Stormwater System

- Hopkins Creek improvements at Florida and Forest – COJ engineering consultant at 60% design in April. Due to the pursuit of grant funding for Forest Avenue, construction most likely would begin in the Summer of 2027.

- Myra, Margaret and South stormwater improvements – Construction has begun on Myra and Margaret, with two crews working. Constructions resume after the holidays on 01/05/26.
- Town Center pump station – Design of new discharge point underway to minimize flooding in Town Center. Discussions regarding adding water main crossing of 3rd to the project for water system looping. Probable costs and construction options to minimize disruption on Lemon Street to be presented to Council prior to finalizing design.
- Bay and Davis culvert improvements – Design proposal to be presented to Council on 01.05.26.

Public Works

- Public Works roofing project – All roofs except for the generator building are complete. Soffit and gutters remain for project completion.

Senior Center-Leslie Lyne

- YTD DONATIONS/FUNDRAISERS **\$11,937.83**
- YTD Attendees-3,065 (duplicated persons' participation)
- YTD Attendees-378 (unduplicated people)
- YTD Events Offered-307* to fill social, cultural, recreational, and physical needs
- Guests/Members scheduled fundraising tours in 2026 to Costa Rica, Holland Belgium Tulip tour, Paris & Normandy tour; Christmas Markets of Europe, Black Hills & Badlands, National Parks, Italy, America's Music Cities, Hawaii, Norway, Machu Picchu, Peru, Magical Rhine River Cruise, Christmas Market Montreal and Quebec, Northern Lights of Finland
- Center closed December 24, 2025-January 1, 2026
- CDBG 2026-2027 Mandatory Grant Workshop, January 7, 2026
- Open Martin Luther King Day, January 19, 2026
- Fall Prevention Balance & Beyond Workshop January 27, 2026
- Travel Presentation fundraiser scheduled January 21, 2026
- February 13, 2026, annual Valentine's Day Tea
- March 10, 2026, Broadway in Jacksonville "Moulin Rouge."

**SPONSORED BY:
MAYOR CORRINE BYLUND**



**Agenda Item #8A
Ord. No. 2025-19
Beaches Energy
Agreement**

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

AGENDA ITEMS:	Second Reading of Ordinance 2025-19: Beaches Energy Agreement
SUBMITTED BY:	City Manager Richard Pike
DATE:	December 31, 2025
BACKGROUND:	The ordinance and franchise agreement among other things, grants Beaches Energy the right to operate an electric and distribution system in the City's rights-of-way subject to certain terms and conditions. The ordinance passed at First Reading on December 1, 2025. Language was added to Section 9 (in red) regarding Streetlighting.
RECOMMENDATION:	Second Reading and Adoption of Ordinance No. 2025-19
ATTACHMENTS:	1. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes. 2. Ordinance No. 2025-19, with added language to Section 9 in red 3. 2002 Agreement



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: **ORDNANCE NO. 2025-19, AN ORDINANCE GRANTING TO THE CITY OF JACKSONVILLE BEACH, FLORIDA, DOING BUSINESS AS BEACHES ENERGY SERVICES, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO OPERATE AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM IN THE CITY OF NEPTUNE BEACH AND TO CONSTRUCT, MAINTAIN, OPERATE AND EXTEND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES IN THE PUBLIC RIGHTS-OF-WAY OF SAID CITY; PROVIDING THE TERMS AND CONDITIONS OF SUCH FRANCHISE; PROVIDING TERMS AND CONDITIONS FOR THE UNDERGROUNDING OF ELECTRIC FACILITIES WITHIN THE CITY OF NEPTUNE BEACH; PROVIDING FOR MONTHLY FRANCHISE FEE PAYMENTS TO THE CITY OF NEPTUNE BEACH; PROVIDING FOR EITHER PARTY'S RIGHT TO TERMINATE THE FRANCHISE AGREEMENT CREATED HEREBY UNDER SPECIFIED CIRCUMSTANCES; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS IN OTHER CITY ORDINANCES; 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 law¹ 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.

- 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;

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

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

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

The ordinance serves a public purpose by among other things, granting Beaches Energy the right to operate an electric and distribution system in the City's rights-of-way subject to certain terms and conditions.

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:

N/A

4. Additional information the governing body deems useful (if any): *N/A*

SPONSORED BY:

MAYOR CORRINE BYLUND



ORDINANCE NO. 2025-19

AN ORDINANCE GRANTING TO THE CITY OF JACKSONVILLE BEACH, FLORIDA, DOING BUSINESS AS BEACHES ENERGY SERVICES, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO OPERATE AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM IN THE CITY OF NEPTUNE BEACH AND TO CONSTRUCT, MAINTAIN, OPERATE AND EXTEND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES IN THE PUBLIC RIGHTS-OF-WAY OF SAID CITY; PROVIDING THE TERMS AND CONDITIONS OF SUCH FRANCHISE; PROVIDING TERMS AND CONDITIONS FOR THE UNDERGROUNDING OF ELECTRIC FACILITIES WITHIN THE CITY OF NEPTUNE BEACH; PROVIDING FOR MONTHLY FRANCHISE FEE PAYMENTS TO THE CITY OF NEPTUNE BEACH; PROVIDING FOR EITHER PARTY'S RIGHT TO TERMINATE THE FRANCHISE AGREEMENT CREATED HEREBY UNDER SPECIFIED CIRCUMSTANCES; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS IN OTHER CITY ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Neptune Beach ("Neptune Beach" or "Grantor") finds it in the public interest to ensure that all areas within its corporate limits are adequately provided with high-quality and reliable electric service; and

WHEREAS, the City of Neptune Beach and the City of Jacksonville Beach, d/b/a Beaches Energy Services ("Beaches Energy" or "Grantee") are parties to that certain ELECTRIC SERVICE AGREEMENT Between CITY OF JACKSONVILLE BEACH, FLORIDA and CITY OF NEPTUNE BEACH, FLORIDA, dated and effective as of October 1, 2002 ("2002 Electric Agreement"); and

WHEREAS, Neptune Beach has determined that the public health, safety, and welfare will be promoted and served by converting the existing overhead electric facilities within the corporate limits of Neptune Beach to underground facilities to the maximum extent feasible; and

WHEREAS, Neptune Beach and Beaches Energy (each a “Party” and collectively, the “Parties”) have negotiated this franchise agreement (“Franchise Agreement”) to supersede and replace the 2002 Electric Agreement and to confirm the Parties’ mutually agreed-upon rights and responsibilities applicable to Beaches Energy’s provision of electric service to retail customers within Neptune Beach; and

WHEREAS, the City of Neptune Beach finds it in the public interest to retain control over the use of public rights-of-way by providers of electricity and other utilities to protect the public health, safety, and welfare, to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right-of-way space, and to protect the public investment in and use of right-of-way property; and

WHEREAS, the City of Neptune Beach finds that entering into the franchise agreement created hereby is the best means of assuring that the above-described interests of the City, its inhabitants, and its individual and corporate citizens are promoted and protected;

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

Section 1. Grant of Electric Franchise. In consideration of the mutual benefits that will accrue to the City of Neptune Beach, a municipal corporation of the State of Florida, sometimes referred to herein as the Grantor or as the “City,” and the inhabitants

and citizens thereof, on the one hand, and to the City of Jacksonville Beach, doing business as Beaches Energy Services, a municipal corporation of the State of Florida, its successors and assigns, sometimes referred to herein as the Grantee or “Beaches Energy,” on the other hand, the City of Neptune Beach hereby gives and grants to the Grantee the nonexclusive right, authority, privilege, and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate, and conduct in said City of Neptune Beach’s public rights-of-way a system of overhead and underground electric light and power transmission and distribution facilities, including, without limitation, conduits, poles, wires, transformers, transformation substations, meters, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee’s operations and such other utility or other facilities of Grantee to provide service of any kind or nature to Customers, as hereinafter defined, including, without limitation, broadband, communications, dark fiber, natural gas, but not then in direct competition with utility services offered by City of Neptune Beach (hereinafter called “Grantee’s Facilities” or “Facilities”), for the purpose of supplying electricity, other electricity-related services incidental thereto, and other utilities to the Grantor and its successors and assigns, to the inhabitants of the City and to business entities operating therein, and to persons and business entities beyond the corporate limits of the Grantor who purchase electric service from the Grantee. (Collectively, all such entities that purchase electric service or other utilities services from Grantee are sometimes referred to herein as “Customers.”) As used in the preceding sentence, the term “other electricity-related services” means Grantee’s facility-to-facility data capabilities over the lines to identify faults, load information, and other data necessary or helpful to the Grantee’s provision of electric service. As used herein, the terms “public rights-of-way” and

“Grantor’s public rights-of-way” shall mean property or any interest therein that is acquired for or devoted to a public road or alleyway, including but not limited to, roadways, highways, streets, or bridges for which the Grantor is the authority and to which the Grantor may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface, and the area below the surface of such places. The rights and privileges granted hereby do not extend to any other public places, of any type whatsoever, that are administered by the Grantor but not located in any space within the specific definition of the Grantor’s public rights-of-way set forth hereinabove, or to any similar places. The determination of whether a public place or public space is part of Grantor’s public rights-of-way is within the sole and sound discretion of the Grantor and, except as to whatever statutory rights the Grantee may have to install its Facilities in certain road rights-of-way, which may be determined by a court of competent jurisdiction, as necessary, the Grantor’s determination may not be challenged in any way in any venue.

This Ordinance and the mutual agreements created by this Ordinance and the Grantee’s acceptance hereof are referred to herein as the “Franchise Agreement.” As appropriate to the context, each of the Grantor and Grantee may be referred to herein individually as a “Party,” and they may be referred to collectively as the “Parties” to this Franchise Agreement. The rights and privileges granted hereby are expressly subject to all of the provisions and limitations contained in this Franchise Agreement, including, expressly but without limitation, the Grantor’s reserved Right to Purchase established herein and all provisions relating to the Grantor’s right and ability to exercise that Right to Purchase as provided in various sections of this Franchise Agreement.

Section 2. Term & Termination The franchise and related rights and privileges granted by this Ordinance shall exist and continue for a period of thirty (30) years from the Effective Date of this Franchise Agreement. In the event that the Franchise Agreement has not otherwise been terminated or replaced by a new franchise agreement before the thirtieth anniversary of its Effective Date, then the Franchise Agreement shall continue in effect on a year-to-year basis until terminated pursuant to the terms hereof.

Section 3. Obligation to Supply Electrical Energy; Reliability; Force Majeure. Beaches Energy shall, at its sole cost and expense, furnish and provide reasonably uninterrupted service sufficient to meet the requirements of its Customers in the City of Neptune Beach; provided, however, that Beaches Energy shall not be liable or responsible for interruption of service or voltage fluctuations that result from fire, strike, riot, vandalism, explosion, failure of defective equipment or materials, flood, windstorm including named tropical storm systems and tornadoes, lightning, accident, acts of God, acts of the public enemy, any act by the supplier of bulk electrical energy to Beaches Energy, or other acts beyond the control of Beaches Energy, but Beaches Energy shall be prompt and diligent in removing and overcoming the cause or causes of any such interruptions to the extent reasonably practicable. Nothing herein contained shall be construed as permitting Beaches Energy to refuse to deliver electrical energy to Customers in the City of Neptune Beach after the cause of any interruption has been removed.

Beaches Energy does not guarantee that the supply of electrical energy pursuant to this Franchise Agreement shall be free from interruption occasioned by any of the causes heretofore mentioned, and it is agreed that such interruptions shall not constitute

a breach of this Franchise Agreement on the part of Beaches Energy. With respect to the distribution of electrical energy, Beaches Energy shall not discriminate among its Customers, including the City of Neptune Beach and Customers located therein and also including Customers located in other parts of Grantee's service area outside the city limits of the City of Jacksonville Beach, and all services rendered hereunder shall be on an equal basis.

Unless otherwise expressly agreed to in writing by the Parties, no termination of this Franchise Agreement shall relieve either the Grantee or any of its successors or assigns of the Grantee's obligation to provide reasonably reliable electric service at lawful rates.

Section 4. Installation, Operation and Maintenance of Facilities. The Facilities of the Grantee shall be installed, located or relocated, erected, maintained, and operated in accordance with all laws, rules, and regulations applicable to the Grantee and the operation of its electric system, including without limitation ordinances and rules and regulations duly adopted and in effect within the City of Neptune Beach, provided that such ordinances, rules, and regulations shall be non-discriminatory and shall not make any adverse distinction between Grantee and any other person in intent, effect, and application. To avoid conflicts with traffic, the location or relocation of the Grantee's Facilities shall be made in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining of the Grantee's Facilities in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations: (a) shall not prohibit nor limit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with vehicular (including bicycles) and pedestrian traffic, (b) shall not unreasonably interfere

with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its Customers, and (c) shall not require the relocation of any of the Grantee's Facilities installed before or after the Effective Date (as defined in Section 26 herein) of this Franchise Agreement in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed Facilities to unreasonably interfere with motor vehicular traffic. Any relocation of Grantee's Facilities due to such widening or changes in the configuration of the paved portions of public rights-of-way by the Grantor, shall be accomplished at the sole expense of the Grantor. If such relocations of the Grantee's Facilities are due to widening or changes in the configurations of public rights-of-way that are owned by FDOT or the City of Jacksonville, such relocation shall be made by the Grantee at its sole cost and expense. The FDOT owns the median-placed street lights on State Highway A1A from Atlantic Boulevard to the southern corporate limits of the City of Neptune Beach. If a decision by the FDOT requires the relocation of part or all of the existing median-placed street lights, and if such relocation of street light facilities necessitates the relocation of any of Grantee's Facilities, Grantor and Grantee agree that such relocation of Grantee's Facilities shall be accomplished at the sole expense of FDOT. Grantor and Grantee further agree to coordinate and cooperate, to the maximum extent possible, to ensure that such relocation of Grantee's Facilities is accomplished at the sole expense of FDOT. In the event that FDOT cannot be required to bear the expense of such relocation of Grantee's Facilities, then Grantor and Grantee will negotiate a mutually acceptable resolution of all issues relating to the relocation of the Grantee's Facilities. If the relocation of the median-placed street lights is the result of a request by the Grantor, then the relocation of Grantee's Facilities shall be accomplished

at the sole expense of the Grantor. The Grantor hereby agrees that for all decisions it makes as to widening or changes in the configuration of the paved portions of public rights-of-way that may have an impact on the Grantee, the Grantor shall (x) use reasonable efforts to minimize impacts on the Grantee and (y) reasonably communicate with the Grantee in advance of its final decision so that the Grantee has the right to evaluate the proposed decision of the Grantor and provide feedback to the Grantor on such proposed decision. Such rules and regulations shall recognize that above-grade Facilities of the Grantee installed after the Effective Date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible, and such installation shall be consistent with the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

The Grantee's rights to operate its Facilities are and shall remain subject to all applicable provisions of the Code of the City of Neptune Beach, all applicable and valid rules and regulations of the City of Neptune Beach, and all applicable laws, rules, and regulations of Duval County, the State of Florida, and the United States, as such laws, rules and regulations may be amended from time to time.

When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its Facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. Nothing in this Franchise Agreement shall limit any entitlement or other right that the Grantee has to receive reimbursement of its costs from persons other than the Grantor.

Section 5. Indemnity. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, location, relocation, operation, or maintenance by the Grantee of its Facilities hereunder due to Grantee's negligence or other misconduct, and the acceptance of this Franchise Agreement shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, or other misconduct of the Grantee in the construction, location, relocation, operation, or maintenance of the Facilities of Grantee's electric system subject to this Franchise Agreement. Notwithstanding the foregoing in this Section 5, the Grantee's indemnification and hold harmless obligations to the Grantor shall be limited as the Grantee's liability is limited by section 768.28, Florida Statutes, and no part of this Franchise Agreement is intended to be a waiver of any rights of sovereign immunity that the Grantee may possess or assert under applicable law.

Section 6. Underground Electric Facilities. (a) To promote the public health, safety, and welfare of the inhabitants of the City of Neptune Beach and of all persons and entities who live, work, and conduct their business therein, and subject to the terms and conditions of this Franchise Agreement, Grantor plans to undertake the conversion of all overhead utility facilities within the Grantor's corporate limits to underground facilities to the extent technically and economically feasible, and Grantee will communicate regularly, and otherwise as requested by Grantor, on the status of its related undergrounding plans. The utility facilities to be converted include the Grantee's electrical distribution facilities and all other overhead utility facilities, including telecommunications, cable television, broadband, internet, fiber, and similar facilities, that are presently installed using overhead facilities and equipment;

provided, however, that Grantee takes no responsibility or liability for the overhead utilities facilities of any utility provider other than Grantee.

(b) In the public interest, and as consideration for this Franchise Agreement, Grantee agrees that it will cooperate in good faith with Grantor to facilitate Grantor's plan to complete its contemplated undergrounding project(s), subject to the terms and conditions of this Franchise Agreement, at the lowest reasonable cost to Grantor that is consistent with good engineering practice; good utility practice; all applicable codes and standards, including without limitation the National Electrical Safety Code; and basic principles of fair and equitable cost allocation and rate structure that recognize the costs and benefits, including avoided operating, maintenance, and storm restoration cost savings, that result from having electric distribution facilities placed underground. Grantee expressly agrees that it will provide Grantor with all reasonably necessary information, including sufficient advance notice of any planned upgrades or "hardening" projects that Grantee plans to implement on its distribution facilities in the City, so that the City can undertake efforts to minimize its costs for any part or phase of its undergrounding project(s). This covenant is specifically intended to enable the City to avoid certain costs, including the costs for removal of existing facilities and compensation for the remaining net book value of existing facilities that would be increased if the Grantee were to replace existing facilities before the City is reasonably able to convert them to underground facilities.

(c) The Parties also agree to cooperate and coordinate with each other and with other providers of utility services in the City to facilitate the conversion of all utility-type facilities to underground facilities to be accomplished in an orderly and cost-effective manner.

(d) Grantee agrees to provide, upon request by the Grantor and at no cost to the Grantor, a non-binding or “ballpark” cost estimate of the cost and required contribution payment in aid of construction (“CIAC”) for any underground project(s) proposed by the Grantor. Grantee further agrees to provide a “Binding Cost Estimate” for any underground construction or conversion project as requested by the Grantor at a reasonable charge sufficient to cover the costs for engineering and design of the proposed underground project; this charge shall be considered to be a deposit (the “engineering deposit”) to cover the cost of engineering work necessary to accurately estimate the cost of a particular underground project, and shall be applied as a credit to the total cost of any project if the Grantor proceeds with such project. Any Binding Cost Estimate shall be good for a period of 180 days from the date on which it is delivered to the Grantor, and Grantee shall not increase the cost of the project by more than ten (10) percent from the amount of the Binding Cost Estimate.

(e) The Grantor shall have the right, or the Grantee may elect, to have the Grantor engage its own contractors to construct and install all or part of any proposed underground distribution facilities, provided that: (i) all such work meets the construction standards and requirements of the Grantee, including Grantee’s right to conduct a final inspection and approval of such work; (ii) that Grantor’s contractors are approved contractors of Grantee; and (iii) Grantee and Grantor have reasonably coordinated and agreed upon the timing, schedule, and mitigation of impacts on Grantee and Grantee’s system associated with such work.

(f) Grantor hereby affirms that it recognizes that, as the conversion of Grantee’s overhead facilities to underground facilities is completed and each section or area of underground electrical facilities becomes operational, those facilities will be

owned by the Grantee, and, as such, Grantor hereby acknowledges it has no right and shall not direct the Grantee's means and methods of undergrounding, including overhead conversion to underground facilities or installing new underground facilities. Both Grantor and Grantee further recognize and affirm that Grantor's decisions on undergrounding of existing overhead facilities are based on economics and reliability, not aesthetics. Notwithstanding any other provision or term of this Franchise Agreement, with respect to any and all undergrounding of Grantee's Facilities that are driven, prioritized, or requested by Grantor for or related to aesthetic concerns, Grantor shall be fully responsible and liable for all costs and expenses related to such undergrounding work

Section 7. Payment in Lieu of Taxes. The City of Jacksonville Beach, its successors and assigns, shall pay to the City of Neptune Beach and its successors and assigns an amount that will equal \$0.00302 per kilowatt-hour for all metered electrical energy sold during each calendar year of this agreement to all customers, including the City of Neptune Beach, within the corporate limits of the City of Neptune Beach. The aforementioned payment to the City of Neptune Beach by the Beaches Energy shall be made monthly on or before the last day of the calendar month immediately following the calendar month during which the sales occurred. Payment to the City of Neptune Beach shall not include any payment for kilowatt-hours used by streetlights for which service is billed under Beaches Energy's flat-rate charges for such lighting service, and no payment shall be made on sales or revenues collected by Beaches Energy for other electric companies, late charges, connection or reconnection charges, electric service installation charges, appliance repair charges, service charges, nor on sales tax collected on behalf of the State of Florida. Such payment shall be accepted by the City

of Neptune Beach in lieu of any property, privilege, occupation, franchise, or other tax against the electrical distribution system situated in the City of Neptune Beach or the right or privilege of carrying on and conducting the business of selling and delivering electrical energy as contemplated hereunder. The remittances to the City of Neptune Beach shall be accompanied by a statement showing the amount of gross metered kilowatt-hours sold by Beaches Energy in the City of Neptune Beach. Beaches Energy shall keep proper records of its gross sales and revenues derived from the provision of electric service within the corporate limits of the City of Neptune Beach and such records shall be kept open to inspection at all reasonable times by the duly authorized representative of the City of Neptune Beach. Said authorized representatives are hereby given the right of access to and full authority to inspect, examine, audit, and verify such records relating to the sale of electrical energy within the corporate limits of the City of Neptune Beach.

The Parties expressly agree that the above-stated payment provisions have been freely bargained for and represent fair and just compensation relative to the fair rental value of the rights-of-way and the other consideration given by the Grantor to the Grantee pursuant to this Franchise Agreement. In recognition of the foregoing agreement, each Party, intending to be legally bound, agrees not to contest or seek to limit or change the amount of such fee provided for herein in any legal, regulatory, or legislative proceedings of any type whatsoever; provided, however, that if at any time during the term of this Franchise Agreement Grantor notifies Beaches Energy that it desires to impose an additional franchise fee in support of Grantor's undergrounding project(s), which the Parties hereby acknowledge and agree that Beaches Energy will be entitled to pass along to Customers within the corporate

boundaries of the City of Neptune Beach as a separate retail billing line item, the Parties will use good faith, reasonable efforts to negotiate amendments or supplements to this Franchise Agreement to provide therefor.

Section 8. Grantor's Obligations and Reserved Rights. As a further consideration, during the term of this Franchise Agreement or any extension thereof the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, and (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party (or third parties) to any other retail customer's facility or facilities, provided that the City of Neptune Beach shall not be considered a "third party" or an "other retail customer" for purposes of this provision.

Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions that are subject to the provisions of the Federal Power Act. The Grantor retains the right to generate and distribute electric power for its own use, subject to the requirements of Florida law, and the right to operate emergency generating facilities owned by the Grantor for purposes of serving critical facilities (e.g., nursing homes, hospitals, water and wastewater treatment plants, and similar facilities) during declared emergencies such as hurricanes or tropical storms.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility (or facilities) of the

Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions that have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person, provided that Grantee shall ensure by all means necessary that such purchases by the Grantor shall be made at the rates offered by the Grantee for the term of such transaction, and provided further that, if for any reason the Grantee does not honor its obligation to serve the Grantor's facilities at the rates offered by the Grantee for the term of the transaction, such failure shall entitle Grantor to terminate the transaction and purchase electric capacity and/or electric energy from another provider. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, then the Grantor shall be permitted and entitled to enter into the proposed transaction with the other person, and all of the terms and conditions of this Franchise Agreement shall remain in effect. In the event of a dispute as to whether the Grantee has offered rates, terms, and conditions what are equal to or better than those offered by the other person, it is the intent of the Parties that the determination of such dispute shall be made on an objective basis to the maximum extent possible. If the Parties are unable to agree, then the Parties agree to submit the dispute to binding arbitration

pursuant to the arbitration protocols of the American Arbitration Association; the Parties will each bear their own costs in any such arbitration proceedings.

The Grantor may also, if permitted by law and in compliance with any applicable provisions of Grantee's tariffs, (i) generate renewable electricity at any facility or property owned by the Grantor for storage or utilization at that facility, property, or other Grantor facilities, operations or equipment; (ii) use renewable energy sources to generate electricity for use in demonstration projects or at the Grantor's facilities; (iii) engage in net metering programs in accordance with any applicable Grantee tariffs; and (iv) sell electricity to the Grantee or other wholesale purchaser in compliance with applicable rules and regulations controlling such transactions.

Section 9. Streetlight Facilities Installation and Maintenance. The Grantee shall provide streetlighting service and private lighting service pursuant to its tariffs as approved by the City Council of Jacksonville Beach. The Grantee commits to work toward converting its existing streetlighting and private lighting luminaires to Light Emitting Diode (LED) technology as expeditiously as possible, consistent with commercially reasonable principles in the best interests of all of Grantee's customers, including, as appropriate, development of new cost-based tariffs applicable to streetlighting service using LED luminaires. Grantee will use reasonable efforts to coordinate with its customers regarding quality and other characteristics of LED lighting, such as lumens, subject to economic considerations and applicable regulatory requirements regarding illumination.

Section 10. Joint Use of Poles, Conduits, and Similar Facilities. The Grantee shall have the right to enter into such contracts or agreements concerning the joint use of, or attachment to, its poles, conduits, or other facilities for the furnishing of

telephone, telegraph, cable television, broadband, internet, and similar or other services as it may in its discretion desire. No such joint use or attachment agreements shall be construed or applied to limit or restrict the Grantor's plans to convert existing utility facilities from overhead to underground facilities and service, except that the Grantee hereby expressly disclaims any promise to the Grantor that undergrounding will eliminate all above ground facilities that are subject to joint use or other attachment agreements. The Grantee agrees to use its reasonable efforts to cause counterparties under its joint use or other attachment agreements to remove facilities from existing poles after undergrounding of the Grantee's Facilities, but nothing in this Section 10 or otherwise is a guarantee or promise that the Grantee will secure such counterparties' agreement and cooperation. Any and all income derived from said joint use or other attachment agreements shall accrue solely and exclusively to the Grantee; provided, however, nothing herein shall be construed to prevent either the granting of a franchise for any such services by the City of Neptune Beach to any providers thereof or the retention of all income from such franchises by the Grantor.

Section 11. Public Meetings in Advance of Approval of a Sale, if any, of Beaches Energy's Electric System. Prior to the City Council of the City of Jacksonville Beach, Florida approving the sale of the Beaches Energy electric system, if such event ever were proposed or anticipated to occur, the City Council of Neptune Beach, Florida must be given the opportunity to hold a meeting to address such potential sale of the Beaches Energy electric system, with representatives of Beaches Energy Services present to present information and answer questions. In addition to the foregoing sentence, the City Council of the City of Jacksonville Beach, Florida shall also hold a meeting so that Neptune Beach can send representatives and ask questions of Grantee in a public

meeting prior to the meeting at which a final decision to sell the Beaches Energy electric system will be decided.

Section 12. Default by Grantee. Failure on the part of the Grantee to comply in any material respect with any of the provisions of this Franchise Agreement shall be grounds for forfeiture of Grantee's rights and privileges hereunder, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal by either Party) by a court of competent jurisdiction that the Grantee has failed to comply in a material respect with any of the provisions, terms, or requirements of this Franchise Agreement, and the Grantee shall have six months after such final determination to cure the default before a forfeiture shall result. The Grantor, in its sole discretion, may grant additional time to the Grantee for compliance.

Section 13. Default by Grantor. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this Franchise Agreement, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with vehicular (including motor and bicycle) or pedestrian traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this Franchise Agreement; or (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this Franchise Agreement and entitle the Grantee to withhold a portion of the payments provided for in Section 7 hereof, such portion being demonstrably commensurate with any cost or loss suffered by Grantee as a result of the Grantor's action, until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination, after the expiration or exhaustion of all

rights of appeal by either Party, in the matter. The Grantor recognizes and agrees that nothing in this Franchise Agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right as may be provided by law. The Grantee recognizes and agrees that nothing in this Franchise Agreement constitutes or shall be deemed to constitute a waiver of the Grantor's delegated sovereign right of condemnation and that the Grantor, in its sole discretion, may exercise such right as may be provided by law, provided that the Grantor shall not exercise such right so as to violate the Grantor's covenant, set forth in Section 8 hereof, not to compete against the Grantee in the distribution and/or sale of electricity to ultimate consumers during the term of this Franchise Agreement.

Section 14. Change in Law. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality, or political subdivision of either of them having jurisdiction), any person is permitted to provide electric service within the incorporated areas of the Grantor to a Customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this Franchise Agreement if such competitive disadvantage is not remedied to the reasonable satisfaction of the Grantee within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved

for the Grantee herein, advise the Grantor of the obligations of the Grantee hereunder that cause the competitive disadvantage. The Grantee and the Grantor shall then have 90 days in which to negotiate an amendment to this Franchise Agreement that eliminates such competitive disadvantage, as determined in the reasonable discretion of the Grantee. If such competitive disadvantage is not so eliminated within said time period, the Grantee may terminate this Franchise Agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 15. Audit; Accuracy of Billing. (a) The Grantor may, upon reasonable notice and within 90 days after the end of each fiscal year of the Grantor, at the Grantor's expense, examine and audit the records of the Grantee relating directly to the calculation of the Franchise Fee payments for the five years preceding the end of such fiscal year. Such examination shall be during normal business hours at the Grantee's office where such records are maintained, or as otherwise mutually agreed in writing by the Parties. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's Customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. This provision shall survive termination of this Franchise Agreement.

(b) Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the terms embodied in the 2002 Electric Agreement, or

amounts allegedly owed by Grantee to Grantor as of the effective date of this Ordinance, provided that Grantee pays all amounts due and owing to Grantor as of the effective date of this Ordinance, including all amounts due and owing pursuant to any audit then in process.

Section 16. Severability. The provisions of this Franchise Agreement are interdependent upon one another, and if any of the provisions of this Franchise Agreement are found or adjudged by a court of competent jurisdiction (after the expiration of all rights of appeal) to be invalid, illegal, void, or of no effect, such finding or adjudication shall not affect the validity of the remaining provisions for a period of ninety (90) days, during which period the Parties will negotiate in good faith to amend this Franchise Agreement so as to restore to the maximum extent permissible, the original economic bargain embodied in this ordinance. If an agreement to amend the ordinance is not reached at the end of such ninety (90) day period, either party may provide notice to the other declaring this entire Franchise Agreement to be null and void and of no force or effect; provided, however, that in the event that this Franchise Agreement is terminated by either Party pursuant to this provision of this Franchise Agreement, the Grantee expressly recognizes and agrees that the Grantor's Right to Purchase pursuant to Section 2(b) shall survive any such termination and thereupon immediately vest in Grantor.

Section 17. Entire Agreement. This Franchise Agreement is intended to constitute the sole and entire agreement between the Grantor and Grantee with respect to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each of the other as of its date. Any prior agreements, promises, negotiations, or representations with respect to the subject matter hereof not expressly set forth in this

Franchise Agreement are of no force or effect, and this supersedes all prior drafts and verbal or written agreements, commitments, or understandings with respect to the subject matter hereof, which shall not be used to vary or contradict the expressed terms herein. Both Parties have been represented by counsel of their choosing with regard to this Franchise Agreement. The Parties agree expressly that the Franchise Fee provisions set forth herein were freely bargained for and represent fair consideration for the terms provided by the Grantor to Grantee under this Franchise Agreement and that each Party agrees not to contest the amount of the Franchise Fee provided herein, excepting any changes resulting from the application of the Favored Nations provisions in Section 11 hereof.

Section 18. Certain Definitions. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority, or any other entity of whatever nature.

Section 19. Successors and Assigns; Assignment. Whenever in this Franchise Agreement either the City of Neptune Beach or the City of Jacksonville Beach (or Beaches Energy Services) is named or referred to, it shall be deemed and understood to include the respective successor, successors, or assigns of either Party, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successors, or assigns of the Grantor or of the Grantee. Any assignment by either Party shall be effective only upon the written consent of the non-assigning Party, which consent shall not be unreasonably withheld or delayed.

Section 20. Modification. It is further understood that no modification, amendment or alteration in the terms or conditions contained herein shall be effective

unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the Grantor's City Council.

Section 21. Governing Laws; Compliance with Federal, State, and Local Laws.

This Franchise Agreement shall be governed and construed by the applicable laws of the United States, State of Florida, and the Codes and Ordinances of the Grantor to the extent not preempted. The Parties agree to comply with and observe all applicable Federal, State, and valid and non-preempted local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Section 22. Preliminary Dispute Resolution. The Parties agree that it is in each of their respective best interests to avoid costly litigation or arbitration as a means of resolving disputes which may arise hereunder. Accordingly, the Parties agree that in the event of any dispute between the Parties, senior management of each Party will engage in an in-person meeting to attempt to resolve any dispute within thirty (30) days of notification of the dispute or as mutually agreed to by the Parties; the Parties further agree to continue discussions toward resolving the dispute for a reasonable time relative to the nature and complexity of the dispute. Such meeting and discussions shall be required prior filing an action in an appropriate court, unless either Party determines that it will be irreparably harmed as a result of such delay.

Section 23. Venue. In the event that any legal proceeding is brought to enforce the terms of this Franchise Agreement, it shall be brought exclusively in Duval County, Florida, or, if applicable, in the U.S. District Court for the Northern District of Florida.

Section 24. Notices. Except in exigent circumstances, and except as may otherwise be specifically provided for in this Franchise Agreement, all notices by either party shall be made by United States Certified Mail, return receipt requested, or via a

nationally recognized overnight courier service. Any notice given by facsimile or email is deemed to be supplementary, and does not alone constitute notice hereunder, unless acknowledged as received by the other party. All notices shall be addressed as follows:

To the City:

City of Neptune Beach
City Hall
116 First Street
Neptune Beach, Florida 32266
Attn: City Manager

To Grantee:

Beaches Energy Services
City Hall
11 North 3rd Street
Jacksonville Beach, Florida 32250
Attn: Utilities Director/City Manager

Copy to:

City of Neptune Beach
City Hall
116 First Street
Neptune Beach, Florida 32266
Attn: City Attorney

Copy to:

Beaches Energy Services
City Hall
11 North 3rd Street
Jacksonville Beach, Florida 32250
Attn: City Attorney

Any changes to the above shall be in writing and provided to the other Party as soon as practicable.

Section 25. Repealer; Surrender of Existing Franchise. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. As a further consideration for the granting of the franchise and associated rights and privileges granted hereby, the Grantee surrenders all franchises and associated rights and privileges heretofore granted by the City of Neptune Beach or the State of Florida for any of the purposes stated in Section 1 or any other sections of this Franchise Agreement and now enjoyed by Grantee in the City of Neptune Beach; provided, however, that such surrender shall not be effective unless and until: (a) this Ordinance shall be finally adopted by the City, (b) the Franchise Agreement created and established hereby shall be accepted by the Grantee, and (c) the Franchise

Agreement and associated rights and privileges granted hereby shall be validly in force and effect pursuant to such adoption by the City and acceptance by the Grantee.

Section 26. Acceptance of Franchise Agreement; Effective Date. This Ordinance shall be effective to create the Grantee's right to accept the Franchise Agreement under the terms and conditions set forth herein as of the date of its adoption by the City. As a condition precedent to the full effectiveness of the Franchise Agreement embodied in this Ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of the Grantor's adoption of this Ordinance. The date upon which the Grantee files such acceptance shall be the "Effective Date" of the Franchise Agreement as between the City of Neptune Beach and the City of Jacksonville Beach, d/b/a Beaches Energy Services.

VOTE RESULTS OF FIRST READING AND FIRST READING:

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

Passed at First Reading this 1st day of December, 2025

VOTE RESULTS OF SECOND READING AND FINAL READING:

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

Passed at Second Reading this ___ day of _____, 2026.

CITY OF NEPTUNE BEACH

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Date Signed

Richard Pike, City Manager

Approved as to form and legal
sufficiency:

Paul Waters, City Attorney

CITY OF JACKSONVILLE BEACH

Christine Hoffman, Mayor

ATTEST:

Molly Alleger, City Clerk

Date Signed

Michael Staffopoulos, City Manager

Approved as to form and legal
sufficiency:

David Migut, City Attorney



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

AGENDA ITEMS:	Second Reading of Ordinance 2025-20: Recovery Residences
SUBMITTED BY:	Paul Waters, City Attorney
DATE:	December 31, 2025
BACKGROUND:	The Ordinance is mandated by state law. It amends state licensure and local zoning regulations for Level IV substance abuse recovery residences. For operators whose recovery residences are voluntarily certified before July 1, 2025, the bill: • Limits the ability of local governments to bar those certified recovery residences from operating in multifamily structures; • Requires local governments to treat those recovery residences as a non-transient residential use of land under local zoning ordinances; and • Prohibits local governments from regulating the duration or frequency of use of those certified recovery residences in a multifamily structure. For certain Level IV certified recovery residences, the bill also eliminates staffing requirements when residents are not present and increases the number of residents that a recovery residence administrator can oversee from 150 to 500 if the operator maintains a minimum 1:6 personnel-to-resident ratio when residents are present. See the attached bill analysis for further explanation.
RECOMMENDATION:	Second Reading and Adoption of Ordinance No. 2025-20
ATTACHMENTS:	1. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes. 2. Draft Ordinance 2025-20 3. Bill Analysis



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 NO. 2025-20, AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, DIVISION 8 – VARIANCES, ARTICLE III – ADMINISTRATIVE AND ENFORCEMENT PROCEDURES, TO ENACT SECTION 27-145.1, TITLED “CERTIFIED RECOVERY RESIDENCES”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR 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 law¹ 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:

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):

N/A

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:

N/A

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

N/A

**SPONSORED BY:
MAYOR CORRINE BYLUND**



ORDINANCE NO. 2025-20

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, DIVISION 8 – VARIANCES, ARTICLE III – ADMINISTRATIVE AND ENFORCEMENT PROCEDURES, TO ENACT SECTION 27-145.1, TITLED “CERTIFIED RECOVERY RESIDENCES”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Sec. 2(b), of the Florida Constitution, and Chapter 166 of the Florida Statutes, the City of Neptune Beach (“City”) possesses the governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes and to protect the health, safety, and welfare of the City’s citizens and residents, except when expressly prohibited by law; and

WHEREAS, Section 397.487(15)(a), Florida Statutes, (“the new Florida Statute”) mandates that by no later than January 1, 2026, each municipality and county in the State of Florida must adopt an ordinance establishing procedures for the review and approval of certified recovery residences; and

WHEREAS, the new Florida Statute further mandates the inclusion within such ordinance of a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery resident; and

WHEREAS, the new Florida Statute provides that the regulation of the establishment of certified recovery residences must be consistent with the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131 et seq.); and

WHEREAS, this Ordinance is adopted for the purpose of compliance with Section 397.487(15)(a), Florida Statutes.

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

SECTION 1: Amendment to the Code of Ordinances. Sec. 27-145.1 of Division 8, Variances, Article III, City Council, of the Code of Ordinances of the City of Neptune Beach, Florida, is hereby amended to read as follows:

Sec. 27-145.1. Required submittal for certified recovery residences.

(a) Definitions. The following terms shall be defined as follows:

1. Certified recovery residence means a residential dwelling that provides a peer-supported, alcohol-free, and drug-free living environment and is certified by a credentialing entity approved by the Florida Department of Children and Families, pursuant to section 397.487, Florida Statutes.
2. Reasonable accommodation means a modification or exception to a local land use, zoning, or building regulation or policy, as necessary to afford individuals with disabilities equal opportunity to use and enjoy a dwelling.
3. Disability shall have the same meaning as defined under the Fair Housing Amendments Act and the Americans with Disabilities Act.

(b) Review Procedures. The establishment of a certified recovery residence shall be subject to review and approval by the Community Development Department ("Department"), with such approval to be granted or withheld in compliance with all applicable local, state, and federal law, including the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

(c) Application Required. An applicant seeking reasonable accommodation to establish or operate a certified recovery residence shall submit a written application to the Department. The application must include, at minimum:

1. Applicant Information: The name, mailing address, phone number, and email address of the applicant or the applicant's authorized representative.
2. Property Information: The address and parcel identification number of the subject property.
3. Accommodation Request: A description of the specific accommodation requested, including the applicable regulation or policy from which relief is sought, and an explanation of how the accommodation is necessary to afford equal housing opportunity.

(d) Date-Stamping and Acknowledgement. Upon receipt of the application, the Department shall date-stamp the application and provide written acknowledgment of receipt to the applicant.

(e) Request for Additional Information. If additional information is required from an applicant, the Department shall notify the applicant in writing within thirty (30) days of receipt of the application. The applicant shall respond to such request within thirty (30) days from the date of receipt of such notification.

(f) Final Determination. The Department shall issue a final written determination within sixty (60) days after receipt of a complete application, which shall:

1. Approve the request in whole, with or without conditions;
2. Approve the request in part, with or without conditions;
3. Deny the request, stating with specificity the objective, evidence-based reason for the denial and identifying any deficiencies or actions necessary for reconsideration.

(g) Automatic approval. If a final written determination is not issued by the Department within sixty (60) days after receipt of a completed application, the request shall be deemed approved by operation of law, unless the parties mutually agree in writing to a reasonable extension of time.

(h) Revocation of accommodation. The Department may revoke a previously granted reasonable accommodation for cause, including but not limited to violation of conditions of approval; lapse, revocation, or failure to maintain required certification or licensure under Florida law, if such status is not reinstated within one hundred eighty (180) days from lapse; and material misrepresentation of facts in the application process. Applicants subjected to revocation shall be provided written notice of such revocation and shall have thirty (30) days upon receipt of written notice to respond contesting the validity of an accommodation revocation.

SECTION 2: Repeal of Conflicting Provisions. All ordinances, resolutions, policies, or procedures in conflict herewith are hereby repealed to the extent of such conflict.

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 Three, Four and Five shall not be codified.

SECTION 4: Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

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

VOTE RESULTS OF FIRST READING:

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

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

VOTE RESULTS OF SECOND READING:

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

Passed at Second and Final Reading this ____ day of _____, 2026.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney

FLORIDA HOUSE OF REPRESENTATIVES

BILL ANALYSIS

This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.

BILL #: [CS/CS/HB 1163](#)

TITLE: Recovery Residences

SPONSOR(S): Owen

COMPANION BILL: [CS/CS/SB 954](#) (Gruters)

LINKED BILLS: None

RELATED BILLS: None

Committee References

[Human Services](#)

12 Y, 5 N, As CS



[Intergovernmental Affairs](#)

11 Y, 4 N, As CS



[Health & Human Services](#)

15 Y, 6 N

SUMMARY

Effect of the Bill:

The bill amends state licensure and local zoning regulations for Level IV substance abuse recovery residences. For operators whose recovery residences are voluntarily certified before July 1, 2025, the bill:

- Limits the ability of local governments to bar those certified recovery residences from operating in multifamily structures;
- Requires local governments to treat those recovery residences as a non-transient residential use of land under local zoning ordinances; and
- Prohibits local governments from regulating the duration or frequency of use of those certified recovery residences in a multifamily structure.

For certain Level IV certified recovery residences, the bill also eliminates staffing requirements when residents are not present, and increases the number of residents that a recovery residence administrator can oversee from 150 to 500 if the operator maintains a minimum 1:6 personnel-to-resident ratio when residents are present.

Fiscal or Economic Impact:

None.

[JUMP TO](#)

[SUMMARY](#)

[ANALYSIS](#)

[RELEVANT INFORMATION](#)

[BILL HISTORY](#)

ANALYSIS

EFFECT OF THE BILL:

Recovery Residences

[Recovery residences](#) (also known as “sober homes” or “sober living homes”) are non-medical residential settings designed to support recovery from substance use disorders, helping individuals transition from highly structured residential treatment programs back into their day-to-day lives and maintain their recovery. Florida has a [voluntary certification program](#) for recovery residences which classifies such residences into [four levels of support](#), with [Level IV](#) being the most intense level.¹

[Zoning and Recovery Residences](#)

[Local government](#) decisions on planning and zoning that affect recovery residences’ siting have been the subject of controversy and litigation over the last 30 years, both nationally and in Florida, as recovery residences have become a more significant part of individuals’ recovery. Currently, state law does not specifically address the siting of certified recovery residences.

¹ S. [397.311, F.S.](#), and ss. [397.487](#) – [397.4873, F.S.](#)

STORAGE NAME: h1163d.HHS

DATE: 4/22/2025

The bill limits the ability of local governments to bar certain certified recovery residences from being located in [multifamily structures](#). Specifically, the bill requires, for recovery residences (residences) operated by providers that are voluntarily certified before July 1, 2025, that a municipality or county:

- Must consider those residences to be non-transient residential uses of land for local zoning purposes;
- May not enact a law, ordinance, or regulation prohibiting certified residences or regulating the duration or frequency of use for such residences in multifamily structures;
- Must allow certified recovery residences in all districts zoned for multifamily residential use; and
- Must allow a structure originally constructed and permitted for multifamily purposes to be used as a certified recovery residence with up to two residents per bedroom, without obtaining a zoning or a land use change, a special exception, a conditional use approval, a variance, or a comprehensive plan amendment. (Section [1](#))

The bill specifies that the recovery residence must either not occupy or fully occupy a community or structure that is governed by a condominium association under ch. 718, F.S. (Section [1](#))

The bill includes exceptions to these requirements, permitting a municipality or a county to deny the establishment of a Level IV certified recovery residence if:

- The proposed use is adjacent to (meaning those properties sharing more than one point of a property line, but not including properties separated by a public road), or on two or more sides of, a parcel zoned for single-family residential use; and
- Is within a single-family residential development with at least twenty-five contiguous single-family homes. (Section [1](#))

Under current law, a local government may not enact an ordinance or regulation that further regulates the duration or frequency of a resident's stay in a certified recovery residence located within a multifamily zoning district.² This prohibition sunsets July 1, 2026, and the bill does not repeal the sunset.

[Staffing Requirements for Certified Recovery Residences](#)

Under current law, a recovery residence administrator may supervise up to 50 residents, or up to 100 residents if the credentialing entity approves the administrator to do so. A Level IV recovery residence administrator who supervises 100 residents may supervise up to 150 residents if the treatment service provider maintains minimum ratios of personnel-to-patients and personnel-to-residents; 1:8 and 1:10, respectively. Current law also requires Level IV recovery residence staff to be present 24 hours a day, seven days a week.³ These Level IV standards only apply to recovery residences which operate as community housing and are wholly owned or controlled by a licensed treatment service provider.

The bill revises the staffing requirements for a Level IV certified recovery residence that operates as community housing and is wholly owned or controlled by a licensed service provider. For administrators that actively manage up to 150 residents, the bill eliminates the 24/7 onsite supervision requirements; instead applying the 1:8 staffing ratio only when residents are present. Further, the bill raises the 150-resident supervision cap to 500 residents, if the administrator maintains a 1:6 personnel-to-resident ratio when residents are present. (Section [2](#))

The table below documents the staffing changes in the bill.

Level IV Recovery Residence Administrator Supervision Limits		
Standards	Current Law	HB 1163 Options

² S. [397.487\(14\), F.S.](#)

³ S. [497.4871\(8\), F.S.](#)

Service Provider Personnel-to-Patient Ratio	1:8	1:8	1:8
Residence Personnel-to-Resident Ratio	1:10 24 hours / 7 days a week	1:10 when residents present	1:6 when residents present
Resident Supervision Cap	150	150	500

The effective date of the bill is July 1, 2025. (Section [3](#))

FISCAL OR ECONOMIC IMPACT:

PRIVATE SECTOR:

The bill will expand opportunities for operators of recovery residences certified before the effective date of the act to open recovery residences where local government regulations have previously prohibited operation, particularly in multifamily structures. The bill will also benefit certain Level IV recovery residences, which will be subject to lower staffing requirements.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

Recovery Residences

Recovery residences (also known as “sober homes” or “sober living homes”) are non-medical residential settings designed to support recovery from substance use disorders, helping individuals transition from highly structured residential treatment programs back into their day-to-day lives.⁴ These may be cooperatively organized and run by residents or operated by for-profit or non-profit organizations.

Homes for individuals recovering from substance use disorder have existed in the U.S. since the mid-1800’s, when the focus was on those chronically abusing alcohol; these homes were typically run by religious groups involved in the temperance movement or by privately-run “cure institutes”. The modern version of these homes began in the mid-1960’s, when homes promoting adherence to 12-step programs like Alcoholics Anonymous—which do not offer clinical or therapeutic services—began operating.⁵

According to the federal Substance Abuse and Mental Health Services Administration, “recovery housing can be a critical asset in supporting an individual on their journey of recovery. Research has demonstrated that recovery housing is associated with a variety of positive outcomes for residents including decreased substance use, reduced likelihood of return to use, lower rates of incarceration, higher income, increased employment, and improved family relationships.”⁶

In Florida, a “recovery residence” means “a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a

⁴ Douglas L. Polcin, Ed.D., MFT, and Diane Henderson, B.A., *A Clean and Sober Place to Live: Philosophy, Structure, and Purported Therapeutic Factors in Sober Living Houses*, 40(2) J Psychoactive Drugs 153–159 (June 2008).

⁵ *To License a LULU: Scaling Preemption-Driven Responses to the Regulation of Recovery Homes*, 135 Harv. L. Rev. 733, 736 (2021) <https://harvardlawreview.org/print/vol-135/a-license-a-lulu-scaling-preemption-driven-responses-to-the-regulation-of-recovery-homes/> (last visited March 30, 2025).

⁶ Substance Abuse and Mental Health Services Administration, *Best Practices for Recovery Housing*, 2023, <https://library.samhsa.gov/sites/default/files/pep23-10-00-002.pdf> (last visited March 29, 2025).

residence that provides a peer-supported, alcohol-free, and drug-free living environment.”⁷ Day or night treatment is one of the state’s licensable service components of clinical treatment services. This service is provided in a nonresidential environment with a structured schedule of treatment and rehabilitative services.⁸ Some day or night treatment programs have a community housing component; day and night treatment programs with a community housing component are intended for individuals who can benefit from living independently in peer community housing while participating in treatment services at a day or night treatment facility for a minimum of 5 hours a day for a minimum of 25 hours per week.⁹

Recovery residences can be located in single-family homes and multifamily dwellings. There is no definition for “multifamily” in Florida law; however, the term generally refers to “a housing classification where multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex.”¹⁰ Examples are condominiums and apartment complexes. To live at a recovery residence, occupants may be required to pay a monthly fee or rent, which supports the cost of maintaining the home. The length of time a person lives at a recovery residence varies,¹¹ and there are no guidelines regarding lengths of stay.¹² Until July 1, 2026, a local government may not enact an ordinance or regulation that further regulates the duration or frequency of a resident’s stay in a certified recovery residence located within a multifamily zoning district.¹³

Regulation of Recovery Residences in Florida

The Florida Model of Substance Abuse Treatment and Legislative Response

Recovery residences started to proliferate in Florida as insurance coverage for behavioral health conditions expanded after the enactment of the Affordable Care Act in 2008 and the Mental Health Parity and Addiction Equity Act of 2012.¹⁴ The opioid crisis created a demand for addiction recovery services, and the housing crash of the late 2000’s made purchasing and renting homes generally more affordable. The “Florida model” emerged, where after the first stages of detoxification and inpatient treatment, an individual enters intensive outpatient or day treatment services while residing in a recovery residence.¹⁵

While substance abuse treatment services require state licensure, at that time there was no legislatively-authorized method of ensuring quality in recovery residences. While many individuals undergoing treatment in Florida found long-term recovery, this situation led to relapse, human trafficking, and even death for others. According to the 2017 report from the Palm Beach County Sober Homes Task Force, “young adults with a substance use disorder are being marketed to Florida’s recovery residences, also known as sober homes, and substance abuse treatment providers by the thousands, and many in this vulnerable class are being exploited and abused. The lack of effective oversight of this industry, especially in the private sector, has allowed bad actors to flourish, significantly contributing to the rising death toll.”¹⁶ This was a particularly significant issue in Palm Beach County and other jurisdictions in South Florida.

⁷ S. [397.311\(39\), F.S.](#)

⁸ S. [397.311\(27\)\(a\)2., F.S.](#)

⁹ S. [397.311\(27\)\(a\)3., F.S.](#)

¹⁰ Real Estate Industry: A Resource Guide, *Multifamily Real Estate*, Library of Congress Research Guides, <https://guides.loc.gov/real-estate-industry-sources/residential/multifamily> (last visited March 29, 2025).

¹¹ American Addiction Center, *Length of Stay at a Sober Living Home*, October 2022, available at <https://americanaddictioncenters.org/sober-living/length-of-stay>, (last visited March 30, 2025).

¹² Meenakshi S. Subbaraman, *Six-month length of stay associated with better recovery outcomes among residents of sober living houses*, 49 American Journal of Drug and Alcohol Abuse (Oct. 2023) <https://www.tandfonline.com/doi/full/10.1080/00952990.2023.2245123#abstract> (last visited March 29, 2025).

¹³ S. [397.487\(14\), F.S.](#)

¹⁴ Palm Beach County Sober Homes Task Force, *Identification of Problems in the Substance Abuse Treatment and Recovery Residence Industries with Recommended Changes to Existing Laws and Regulations*, Jan. 1, 2017, <https://sa15.wpenginepowered.com/wp-content/uploads/Sober-Homes-Task-Force-Report-2017.pdf> (last visited March 29, 2025).

¹⁵ Douglas Polcin, et al, *Maximizing Social Model Principles in Residential Recovery Settings*, Journal of Psychoactive Drugs, Nov 2014, <https://pmc.ncbi.nlm.nih.gov/articles/PMC4220294/> (last visited March 29, 2025).

¹⁶ Palm Beach County Sober Homes Task Force, *supra* note 14, at 1.

In 2013, the Department of Children and Families (DCF) conducted a study of recovery residences in Florida.¹⁷ DCF sought public comment relating to community concern for recovery residences. Three common concerns were the safety of the residents, safety of the neighborhoods, and lack of governmental oversight.¹⁸ Participants at public meetings listed many concerns, such as:

- Residents being evicted with little or no notice;
- Drug testing might be a necessary part of compliance monitoring;
- Unscrupulous landlords, including an alleged sexual offender who was running a woman's program;
- Residents dying in recovery residences;
- Lack of regulation and harm to neighborhoods;
- Whether state agencies have the resources to enforce regulations and adequately regulate these homes; and
- Land use problems, and nuisance issues caused by visitors at recovery residences, including issues with trash, noise, fights, petty crimes, substandard maintenance, and parking.

The 2015 Legislature responded by establishing a voluntary certification program for recovery residences and recovery residence administrators, implemented by private credentialing entities.¹⁹ This means that recovery residences can continue to operate without being certified, but certification offers advantages to recovery residence operators.

Certification of Recovery Residences and Recovery Residence Administrators

In Florida, a “certified recovery residence” is a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.²⁰ While certification is voluntary, a recovery residence must be certified to accept or receive patient referrals from licensed treatment providers or existing recovery residences.²¹

Under the certification program, two DCF-approved credentialing entities administer certification programs and issue certificates: the Florida Association of Recovery Residences (FARR) certifies the recovery residences and the Florida Certification Board (FCB) certifies recovery residence administrators.²²

Certified Recovery Residences

As the credentialing entity for recovery residences in Florida, FARR administers certification, recertification, and disciplinary processes as well as monitors and inspects recovery residences to ensure compliance with certification requirements. FARR is also authorized to deny, revoke, or suspend a certification, or otherwise impose sanctions, if recovery residences are not in compliance or fail to remedy any deficiencies identified. However, any decision that results in an adverse determination is reviewable by DCF.²³

¹⁷ Ch. 2013-040, L.O.F. The 2013-2014 General Appropriations Act directed DCF to determine whether to establish a licensure/registration process for recovery residences and to provide the Governor and Legislature with a report on its findings. In its report, DCF was required to identify the number of recovery residences operating in Florida, identify benefits and concerns in connection with the operation of recovery residences, and the impact of recovery residences on effective treatment of alcoholism and on recovery residence residents and surrounding neighborhoods. DCF was also required to include the feasibility, cost, and consequences of licensing, regulating, registering, or certifying recovery residences and their operators. DCF submitted its report to the Governor and Legislature on October 1, 2013.

¹⁸ *Recovery Residence Report*, Department of Children and Families, Office of Substance Abuse and Mental Health, October 1, 2013, available at <https://www.myflfamilies.com/sites/default/files/2022-12/DCFProvisoRpt-SoberHomes.pdf> (last visited on March 29, 2025).

¹⁹ Ch. 2015-100, L.O.F.

²⁰ S. 397.311(5), F.S.

²¹ S. 397.4873(1), F.S.

²² DCF, *Recovery Residence Administrators and Recovery Residences*, available at <https://www.myflfamilies.com/services/samh/recovery-residence-administrators-and-recovery-residences> (last visited March 29, 2025).

²³ S. 397.487(8)(f), F.S.

To be certified, a recovery residence must submit the following documents with an application fee to FARR:²⁴

- A policy and procedures manual containing:
 - Job descriptions for all staff positions;
 - Drug-testing procedures and requirements;
 - A prohibition against use on the premises of alcohol, marijuana (including marijuana that has been certified by a qualified physician for medical use in accordance with s. [381.986, F.S.](#)); illegal drugs, and the use of prescribed medications by an individual other than the individual for whom the medication is prescribed;
 - Policies to support a resident's recovery efforts; and
 - A good neighbor policy to address neighborhood concerns and complaints;
- Rules for residents;
- Copies of all forms provided to residents;
- Intake procedures;
- Sexual predator and sexual offender registry compliance policy;
- Relapse policy;
- Fee schedule;
- Refund policy;
- Eviction procedures and policy;
- Code of ethics;
- Proof of insurance;
- Proof of background screening; and
- Proof of satisfactory fire, safety, and health inspections.

If the owner, director, or chief financial officer of a certified recovery residence is arrested and awaiting disposition for or found guilty of, or enters a plea of guilty or nolo contendere to, any offense prohibited under [s. 435.04\(2\), F.S.](#), unless DCF has issued an exemption, the certified recovery residence must immediately remove the person from the person's position and notify the credentialing entity within three business days after that removal. If the recovery residence fails to do so, the credentialing entity must revoke the recovery residence's certificate of compliance.²⁵

Current law requires DCF to publish a list of all certified recovery residences and recovery residence administrators on its website.²⁶ There are currently more than 750 certified recovery residences statewide, with 244 of this total classified as level IV.²⁷

Certified Recovery Residence Administrators

The FCB administers certification, certification exams, recertification, code of ethics and disciplinary processes, and continuing education requirements. It also establishes core competencies for certified recovery residence administrators (CRRAs).²⁸ The FCB may also deny, suspend or revoke a recovery residence administrator's certification for noncompliance.²⁹

²⁴ S. [397.487\(3\)\(a\), F.S.](#)

²⁵ S. [397.487\(8\)\(d\), F.S.](#)

²⁶ S. [397.4872, F.S.](#) Also see DCF, *Recovery Residence Administrators and Recovery Residences*, available at <https://www.myflfamilies.com/services/samh/recovery-residence-administrators-and-recovery-residences>, (last visited March 29, 2025).

²⁷ Department of Children and Families, Bill Analysis for House Bill 1163, Feb. 24, 2025, p. 4.

²⁸ S. [397.4871, F.S.](#)

²⁹ *Id.*

CRRAs are individuals responsible for the overall management of a recovery residence, as well as the supervision of residents and staff.³⁰ Prior to obtaining certification, CRRA applicants must successfully undergo a level 2 background screening pursuant to [ch. 435, F.S.](#)³¹ Additionally, the FCB currently requires CRRAs to:³²

- Hold at least a high school diploma, GED, or equivalent;
- Complete 100 total clock hours of content specific training, as follows:
 - Recovery Residence Operations and Administration: 20 hours;
 - Maintaining the Physical Residence: 20 hours;
 - Resident Screening and Admission: 10 hours;
 - Resident Recovery Support: 30 hours; and
 - Legal, Professional and Ethical Responsibilities: 20 hours.
- Complete 1,000 hours of work and/or volunteer related experience providing recovery residence administrator, manager or closely-aligned residential management services within a recovery residence setting;
- Undergo 10 hours of on-the-job supervision of the applicant's performance of related recovery residence administrator, manager, or residential management services within a recovery residence setting;
- Obtain three professional letters of recommendation;
- Pass an exam administered by the FCB;
- Complete 10 hours of continuing education annually; and
- Apply for certification renewal annually.

Current law requires a recovery residence to immediately remove a CRRA and notify the credentialing entity within three business days after the removal, if the CRRA is arrested for, found guilty of, or enters a plea of guilty or nolo contendere to, regardless of adjudication, any offense prohibited under [s. 435.04\(2\), F.S.](#), while acting in capacity. The recovery residence has 90 days to retain another CRRA or be subject to revocation of its certification.³³

Staffing Requirements for Certified Recovery Residences

A CRRA may actively manage up to 50 residents at any given time, though may manage up to 100 residents if written justification is provided to, and approved by, the credentialing entity as to how the administrator is able to effectively and appropriately respond to the needs of the residents, maintain residence standards, and meet the residence certification requirements.³⁴ CRRAs at certain Level IV certified recovery residences (those operating as community housing as defined in [s. 397.311\(9\), F.S.](#), which residence is actively managed by a certified recovery residence administrator approved for 100 residents under this section and is wholly owned or controlled by a licensed service provider) are allowed to actively manage up to 150 residents provided certain conditions are met:

- The licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8;
- Maintains onsite supervision at the residence 24 hours a day, 7 days a week; and
- Has a personnel-to-resident ratio of 1 to 10.³⁵

Recovery Residence Levels of Support

Section [397.311\(5\), F.S.](#), establishes a four level-classification of certified recovery residences, with Level IV being the most intense level of support, as indicated below.

³⁰ Florida Certification Board (FCB), *Certified Recovery Residence Administrator (CRRA)*, available at <https://flcertificationboard.org/certifications/certified-recovery-residence-administrator/> (last visited March 29, 2025).

³¹ S. [397.4871\(5\), F.S.](#)

³² FCB, *Certification Guidelines: Credential Standards and Requirements Table: Certified Recovery Residence Administrator (CRRA)*, p. 4-5, available at <https://flcertificationboard.org/wp-content/uploads/CRRA-Standards-and-Requirements-Tables-January-2020.pdf> (last visited March 29, 2025).

³³ S. [397.4871\(6\)\(b\), F.S.](#)

³⁴ *Id.*

³⁵ S. [397.4871\(8\)\(b\) and \(c\), F.S.](#)

- **Level I**—houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.
- **Level II**—encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.
- **Level III**—offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.
- **Level IV**—is a residence offered, referred to, or provided by, a licensed substance abuse treatment service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

Local Government Land Use Regulation

Comprehensive Plans

Each county and municipality must plan for future development and growth by adopting, implementing, and amending as necessary a comprehensive plan.³⁶ Comprehensive plans are implemented through land development regulations and elements.³⁷ Each comprehensive plan contains elements that address future land use, housing, transportation, infrastructure, coastal management, conservation, recreation and open space, intergovernmental coordination, and capital improvements.

All elements of a plan or plan amendment must be based on relevant, appropriate data³⁸ and an analysis by the local government.³⁹ The data supporting a plan or amendment must be taken from professionally accepted sources.⁴⁰ The plan must be based on permanent and seasonal population estimates and projections published by the Office of Economic and Demographic Research or generated by the local government based upon a professionally acceptable methodology.⁴¹ The analysis by the local government may include, but is not limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment.⁴²

Land Development Regulations

Comprehensive plans are implemented via land development regulations. Each county and municipality must adopt and enforce land development regulations, such as zoning or other housing-related ordinances, that are consistent with and implement their adopted comprehensive plan.⁴³ Additionally, all public and private development, including special district projects, must be consistent with the local comprehensive plan.⁴⁴

³⁶ Ss. [163.3167\(2\)](#), [163.3177\(2\)](#), F.S.

³⁷ S. [163.3167\(1\)\(c\)](#), F.S.

³⁸ “To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue.” S. [163.3177\(1\)\(f\)](#), F.S.

³⁹ S. [163.3177\(1\)\(f\)](#), F.S.

⁴⁰ S. [163.3177\(1\)\(f\)2](#), F.S.

⁴¹ S. [163.3177\(1\)\(f\)3](#), F.S.

⁴² S. [163.3177\(1\)\(f\)](#), F.S.

⁴³ S. [163.3202](#), F.S.

⁴⁴ See ss. [163.3161\(6\)](#) and [163.3194\(1\)\(a\)](#), F.S.

Zoning

Zoning maps and zoning districts are adopted by a local government for developments within each land use category or sub-category. While land uses are general in nature, one or more zoning districts may apply within each land use designation.⁴⁵ Examples of major types of zoning often used in local jurisdictions include:⁴⁶

- **Residential**—an area of single-family or [multifamily dwellings](#) where businesses may or may not also be located. The zone could be subdivided into areas specifically for multiple-unit dwellings, high-rise apartments, and redevelopment.
- **Commercial**—a zone specifically for commercial businesses. It may be subdivided into areas for small retail, large retail, offices, lodging and other uses.
- **Mixed Residential-Commercial**—also called Mixed-Use, this zoning permits a combination of complementary residential, commercial and/or industrial uses in a single district.
- **Industrial**—an area for industry or manufacturing. Businesses here specialize in the manufacture of industrial products and the provision of services for industrial manufacture. This zone may be subdivided into areas for heavy manufacturing, light assembly and warehouses.
- **Special**—an area that includes other specialized properties such as power plants, sports complexes, airports, and shopping malls.

Common regulations within the zoning map districts include density⁴⁷, height and bulk of buildings, setbacks, and parking requirements. Regulations for a zoning category in a downtown area may allow for more density and height than allowed in a suburb, for instance. Exceptions to zoning rules are known as variances. Local governments grant these to applicants to address a problem due to the nature of a specific property or to meet a unique need that would not be harmful to the public interest.⁴⁸

Transient Public Lodging Establishments

Section [509.013, F.S.](#), defines “public lodging establishment”. A public lodging establishment can be either transient or non-transient. A public lodging establishment is non-transient if the periods of rental to guests are 30 days or a month or more in length. Examples of facilities excluded from the definition of “public lodging establishment” are:

- Any facility certified or licensed and regulated by the Agency for Health Care Administration or the Department of Children and Families or other similar place regulated under [s. 381.0072, F.S.](#), and
- Any roominghouse, boardinghouse, or other living or sleeping facility that may not be classified as a hotel, motel, timeshare project, vacation rental, non-transient apartment, bed and breakfast inn, or transient apartment under [s. 509.242, F.S.](#)⁴⁹

The Division of Hotels and Restaurants within the Department of Business and Professional Regulation is charged with enforcing the provisions of [ch. 509, F.S.](#), and all other applicable laws relating to the inspection and regulation of public lodging establishments and public food service establishments for the purpose of protecting the public health, safety, and welfare. Thus, the division determines which establishments qualify as public lodging establishments.

⁴⁵ Indian River County, General Zoning Questions, available at

https://indianriver.gov/services/community_development/faq.php#faq-questions-33 (last visited March 29, 2025).

⁴⁶ Tulane University Law School, The Basics of Land Use and Zoning Law, <https://online.law.tulane.edu/blog/land-use-and-zoning-law> (last visited March 30, 2025).

⁴⁷ “Density” means an objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre. See [s. 163.3164\(12\), F.S.](#)

⁴⁸ Tulane University Law School, *supra* note 46.

⁴⁹ Section [509.242, F.S.](#), establishes classifications for public lodging establishments. These include hotels, motels, vacation rentals, nontransient apartment, transient apartment, bed and breakfast inn, and timeshare project. A “transient apartment” is defined as “a building or complex of buildings in which more than 25 percent of the units are advertised or held out to the public as available for transient occupancy.”

Under [s. 509.032, F.S.](#), a local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals, excepting certain local laws, ordinances, or regulations that were grandfathered in.

Zoning and Recovery Residences

As [local governments](#) determine their own zoning regulations, regulations vary within a jurisdiction's zoning map districts. Additionally, since the physical buildings that may be used as recovery residences vary in size and other elements and may be located in different zoning map districts, the requirements that may apply to a building that may be used as a recovery residence can differ both among jurisdictions and even from street to street within a jurisdiction.

While local governments determine these regulations, enacting them by local ordinance, regulations must comply with federal and state law and regulation. The Fair Housing Act and the Americans with Disabilities Act are two federal laws that circumscribe local government authority regarding zoning affecting recovery residences.

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities.⁵⁰ The ADA requires broad interpretation of the term "disability" so as to include as many individuals as possible under the definition.⁵¹ The ADA defines disability as a physical or mental impairment that substantially limits one or more major life activities.⁵² Disability also includes individuals who have a record of such impairment, or are regarded as having such impairment.⁵³ The phrase "physical or mental impairment" includes, among others⁵⁴, drug addiction and alcoholism.⁵⁵ However, this only applies to individuals in recovery as ADA protections are not extended to individuals who are actively abusing substances.⁵⁶

Fair Housing Amendment Act

The Fair Housing Amendment Act of 1988 (FHA) prohibits housing discrimination based upon an individual's handicap.⁵⁷ A person is considered to have a handicap if he or she has a physical or mental impairment which substantially limits one or more of his or her major life activities.⁵⁸ This includes individuals who have a record of such impairment, or are regarded as having such impairment.⁵⁹ Drug or alcohol addiction are considered to be handicaps under the FHA.⁶⁰ However, current users of illegal controlled substances and persons convicted for illegal manufacture or distribution of a controlled substance are not considered handicapped under the FHA.

⁵⁰ 42 U.S.C. s. 12101. This includes prohibition against discrimination in employment, state and local government services, public accommodations, commercial facilities, and transportation. U.S. Department of Justice, *Law, Regulations & Standards*, available at http://www.ada.gov/2010_regs.htm (last visited March 29, 2025).

⁵¹ 42 U.S.C. s. 12102.

⁵² *Id.*

⁵³ *Id.*

⁵⁴ 28 C.F.R. s. 35.108(b). The phrase physical or mental impairment includes, but is not limited to, such contagious and noncontagious diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, specific learning disabilities, HIV disease (whether symptomatic or asymptomatic) and tuberculosis.

⁵⁵ 28 C.F.R. s. 35.108(b).

⁵⁶ 28 C.F.R. s. 35.131.

⁵⁷ 42 U.S.C. § 3604. Similar protections are also afforded under the Florida Fair Housing Act, [s. 760.23, F.S.](#), which provides that it is unlawful to discriminate in the sale or rental of, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of a person residing in or intending to reside in that dwelling after it is sold, rented, or made available. The statute provides that "discrimination" is defined to include a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to such person equal opportunity to use and enjoy a dwelling.

⁵⁸ 42 U.S.C. § 3602(h).

⁵⁹ *Id.*

⁶⁰ *Oxford House, Inc. v. Town of Babylon*, 819 F. Supp. 1179, 1182 (E.D.N.Y. 1993).

Based on these federal laws in particular, local governments’ decisions on zoning that affects recovery residences’ siting has been the subject of significant litigation, both nationally and in Florida, over the last 30 years.⁶¹ Recovery residences’ suits have alleged that some local governments have structured their zoning regulation to keep the residences from being able to operate, in response to citizens’ concerns about possible detrimental effects to quality of life and property values, in violation of federal law. Local governments point to high costs of emergency response services, poor service quality impeding recovery and impacting health and safety of individuals in recovery living in the residences, and negative impacts on neighborhoods where recovery residences are in high concentration or operated by bad actors.

Federal law requires reasonable accommodations when zoning would exclude individuals with disabilities from housing in a community.⁶² According to a joint federal Department of Justice and Department of Housing and Urban Development statement, “reasonable accommodation” is “a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others may sometimes deny them an equal opportunity to use and enjoy a dwelling.”⁶³

However, there are also legitimate government interests that a local jurisdiction can seek to achieve through its planning and zoning.⁶⁴ Additionally, local governments are not required to grant accommodations when they would impose an undue financial and administrative burden on the local government or fundamentally alter the essential nature of the locality’s zoning scheme.⁶⁵

RECENT LEGISLATION:

YEAR	BILL #	HOUSE SPONSOR(S)	SENATE SPONSOR	OTHER INFORMATION
2024	CS/CS/CS/HB 1065	Caruso	Harrell	Chapter No. 2024-176

⁶¹ See *Recovery Residence Report*, DCF, *supra* note 18, beginning at 10, for cases up until 2013.

⁶² Daniel Lauber, *Reforming State and Local Zoning for Community Residences for People With Disabilities and for Recovery Communities* (2024), p. 150, https://sa15.wpenginepowered.com/wp-content/uploads/Florida_Study_CR_and_RC_Report_2024.pdf, (last visited March 30, 2025).

⁶³ Department of Justice and Department of Housing and Urban Development, *State and Local Land Use Laws and Practices and the Application of the Fair Housing Act*, Nov. 10, 2016, p. 8, <https://www.justice.gov/opa/file/912366/dl>, (last visited March 30, 2025).

⁶⁴ Lauber, *supra* note 62, at 150-151. Examples of such interests cited in this source include assuring that the health and safety needs of the occupants with disabilities are met, and facilitating the essential core characteristics of community residences of emulating a family, normalization, community integration, and the use of neighbors without disabilities as role models.

⁶⁵ HUD/DOJ, *supra* note 63, at 8.

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Human Services Subcommittee	12 Y, 5 N, As CS	4/1/2025	Mitz	Curry
THE CHANGES ADOPTED BY THE COMMITTEE: - Removes bill provisions pertaining to: - License application; - Licensure processes; - Denial, suspension, and revocation of licenses; - State preemption; and - Creation of a substance abuse and recovery resident efficiency committee.				
Intergovernmental Affairs Subcommittee	11 Y, 4 N, As CS	4/9/2025	Darden	Jones
THE CHANGES ADOPTED BY THE COMMITTEE: Specifies that a recertified recovery residence must either not occupy or fully occupy a community or structure governed by a condominium association.				
Health & Human Services Committee	15 Y, 6 N	4/22/2025	Calamas	Curry

THIS BILL ANALYSIS HAS BEEN UPDATED TO INCORPORATE ALL OF THE CHANGES DESCRIBED ABOVE.



**Agenda Item #9A
5th Street Outfall
Bay and Davis Streets**

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

AGENDA ITEM:	5 th St. Stormwater Outfall Ditch – Bay and Davis Culvert Improvements
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	December 29, 2025
BACKGROUND:	In 2023, CONB City Council approved the stormwater strategic plan which was developed after receiving input from residents in a series of workshops. Two stormwater conveyance choke points identified in the plan are undersized culverts on the 5th Street Ditch at Bay Street and Davis Street. Jones Edmunds created a city-wide stormwater model that will be used to properly size the subject culverts to ensure sufficient capacity for future upstream improvements, including upsizing pipes crossing 3rd Street and improvements to the drainage system east of 3rd. Based upon a recent bid experience in Jacksonville Beach, a construction budget estimate for both projects is \$2.65M. Jones Edmunds has provided lump sum proposals for data collection, design and permitting: • Bay Street - \$113,502.00 • Davis Street - \$111,602.00 The proposals: • Are separated because the Florida Legislature approved an appropriation of \$500k for the Bay Street project and therefore must be managed separately • Assume both projects will be designed concurrently • Do not include bid package development, nor bid and construction phase services Both project designs were included in the FY26 Adopted Budget at \$125k each. Construction costs will be budgeted in FY27 or beyond.
BUDGET:	Budget report on 12.29.25 indicates an FY26 Current Budget for Stormwater Improvements – Not Buildings (441-1441-541-60-63) of \$3,493,199.73 with a Budget Available of \$1,921,000.00.
RECOMMENDATION:	Award to Jones Edmunds in the amount of \$225,104.00
ATTACHMENT:	Proposals from Jones Edmunds

December 3, 2025

Deryle Calhoun, Jr., PE
Public Works Director
City of Neptune Beach
2010 Forest Avenue
Neptune Beach, Florida 32266

RE: **Bay Street** Drainage Structure Improvements
Scope of Services
Contract: CONB RFQ 2021-04 (Amended August 4, 2025)
Jones Edmunds Opportunity No.: TBD

Dear Mr. Calhoun:

Jones Edmunds is pleased to continue serving the City of Neptune Beach with professional and technical engineering services for the removal and replacement of the undersized drainage structures at Bay Street as identified in the Technical Memorandum dated July 5, 2023. The project will design and permit appropriately sized twin concrete box culverts at this location.

This Scope of Services is based on discussions between Jones Edmunds (Consultant) and the City and includes the professional engineering activities associated with preparing construction documents suitable for bidding and construction.

SCOPE OF SERVICES

TASK 1 KICKOFF MEETING AND DATA COLLECTION

SUBTASK 1.1 PRE-DESIGN MEETING AND SITE VISIT

Jones Edmunds will meet with the City to discuss the overall project objectives, which will include culvert sizes, environmental impacts, surveying, subsurface utility engineering (SUE), maintenance-of-traffic (MOT), permitting, schedule, and communication protocols.

Deliverables: Jones Edmunds will prepare meeting minutes and action items and deliver the minutes through email.

SUBTASK 1.2 DATA COLLECTION

Jones Edmunds will engage a Florida-licensed professional land surveyor (PLS) subconsultant, DRMP, to perform a topographic and location survey at the proposed box culvert location. The survey will include utility locates, limited SUE (up to 7 soft/hard digs), horizontal and vertical control, right-of-way limits, topographic features, and trees over 6 inches in diameter. This Scope of Services includes a proposal and fee estimate from DRMP.

Jones Edmunds will subcontract with Meskel & Associates Engineering (MEA) to perform a Geotechnical Exploration. We will use the geotechnical data for our design effort.

Jones Edmunds will perform a site visit to evaluate the extent of surface waters and wetlands.

Deliverables: Jones Edmunds will provide original computer-aided design (CAD) files and a PDF of the survey, electronically signed and sealed by the surveyor. Jones Edmunds will also provide a signed-and-sealed geotechnical report in PDF format.

SUBTASK 1.3 HYDRAULIC MODELING AND CULVERT SIZING

Jones Edmunds will use the City's hydrologic and hydraulic stormwater model to determine an appropriate and permittable size of the new culvert crossing at Bay Street. This may include model scenarios that account for future upstream improvements to the culvert crossings under SR-A1A (3rd Street) to account for future flow conditions that may occur at the Bay Street crossing. Jones Edmunds will conduct a virtual meeting with City Staff to discuss the results of the modeling, the proposed culvert sizing, and come to a consensus on the culvert size that will be designed.

Deliverables: Jones Edmunds will conduct a virtual meeting with City Staff to present results of the hydraulic modeling and determine the culvert size that will be designed.

TASK 2 ENGINEERING DESIGN SERVICES

SUBTASK 2.1 30% DESIGN DRAWINGS

Jones Edmunds will prepare 30% Design Drawings based on feedback from the City during the on-site kick off meeting and culvert sizing meeting. Jones Edmunds will prepare an agenda and attend a 30% design review meeting with Neptune Beach Public Works. Jones Edmunds will prepare and distribute meeting minutes following the 30% design review meeting.

- Cover, General Notes, and details.
- 30% engineering design.

Deliverables: Jones Edmunds will deliver one PDF of the 30% Design Drawings, one PDF of the Specifications, and meeting minutes of the design review meeting.

SUBTASK 2.2 90% DESIGN DRAWINGS, OPINION OF COST, AND SPECIFICATIONS

Jones Edmunds will prepare the 90% Design Drawings and Specifications suitable for permitting with regulatory agencies and address the City of Neptune Beach's comments provided during the 30% design review. We will subcontract with Wekiva Engineering for the structural design elements.

A full set of Specifications will be prepared using Jones Edmunds' standard Construction Standards Institute (CSI) 16-division format Front-End Documents and Technical Specifications. The design deliverable will include an Engineer's Opinion of Probable Construction Cost (EOPCC). The Drawings will include the following:

- Cover, General Notes, and details.
- 90% engineering design, including structural sheets.
- Erosion Control.
- Maintenance of Traffic.
- Draft Specifications.
- EOPPC

Deliverables: Jones Edmunds will deliver a PDF of the final Drawings, Specifications, and EOPCC.

SUBTASK 2.3 FINAL BID DOCUMENTS

Jones Edmunds will prepare the Final Design Drawings and Specifications suitable for bidding and address the City of Neptune Beach's comments provided during the 90% design review meeting. The final design deliverable will include an Engineer's Opinion of Probable Construction Cost (EOPCC). The Drawings will include the following:

- Cover, General Notes, and details.
- Final engineering design including structural sheets.
- Erosion Control.
- Maintenance of Traffic.
- Specifications and Schedule of Values for bidders.
- EOPPC.
- Regulatory permits.

Deliverables: Jones Edmunds will deliver a PDF of the final Drawings, Specifications, and EOPCC.

TASK 3 PERMITTING

The Consultant will assist the City of Neptune Beach with the acquisition of the permits needed to complete this project. The Consultant expects to complete the permit applications upon completion of the 90% documents. The draft permit applications will be submitted to the City of Neptune Beach for review and finalized upon receipt of comments. The Consultant will finalize the permit applications and route them for signature as needed. The

Consultant will prepare the supporting documents needed for each application and submit the documents to the appropriate agency. Permitting fees are included in the fee estimates. The following outlines the permits expected and included in this Scope of Work.

TASK 3.1 – ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD)

The Consultant will prepare and submit a permit application to SJRWMD for the proposed improvements. The Consultant will assist in gaining approval of the application.

The Consultant will monitor the approval process during the SJRWMD review. The Consultant will provide responses to up to one (1) Request for Additional Information (RAI) and submit them to the City of Neptune Beach for review. Additional meetings and/or RAIs are considered outside this Scope of Work and will be completed under a separate Task Authorization. Permitting fees are included in the fee estimates. We expect the surface water and wetland impacts to be minimal and thus do not anticipate wetland mitigation.

TASK 3.2 – US ARMY CORP OF ENGINEERS (USACE)

Jones Edmunds will prepare and submit a permit application to USACE for their review related to environmental impacts for installing the headwalls and erosion protection. The City of Neptune Beach will provide information to complete the application form. We will provide responses for up to one (1) RAI and submit them to the City of Neptune Beach for review. Permitting fees are included in the fee estimate. We expect the surface water and wetland impacts to be minimal and thus do not anticipate wetland mitigation.

SCHEDULE

This Task Assignment shall commence upon receipt of a Notice to Proceed (NTP) and continue until the Scope of Services is completed and accepted by the City. If the schedule is altered because of unexpected delays, Jones Edmunds will notify the City's Project Manager, and a mutually agreeable revised schedule will be established.

Milestone	Activity Duration (Days)	Days from NTP
Task 1 – Kickoff Meeting and Data Collection Services		
Pre-Design Meeting and Site Visit	1	7
Survey, SUE, Geotechnical	30	37
Task 2 –Engineering Design Services		
30% Design Drawings	45	82
30% Design Review	14	96
90% Design Drawings and Specifications	90	186
90% Design Review	14	200
Bid Documents (pending permits)		260

Milestone	Activity Duration (Days)	Days from NTP
Task 3 –Permitting		
SJRWMD (Concurrent with Final Design Documents)	45	245
USACE (Concurrent with Final Design Documents)	60	260
Project Closeout	TBD	TBD

COMPENSATION

Based on this Scope of Services, the City will compensate Jones Edmunds for a total lump sum fee of \$113,502. A detailed Fee Estimate is attached. Engineering Services during Construction can be provided under a separate task order, if needed.

Task	Fee
Task 1 – Kick off meeting, site visit, data collection (LS)	\$38,677
Task 2 – Engineering Design Services (LS)	\$64,622
Task 3 – Permitting (LS)	\$10,202
TOTAL	\$113,502

PROPOSAL CLARIFICATIONS

CITY RESPONSIBILITIES

The following items are excluded from this Scope of Service and shall be provided by the City unless the City and Jones Edmunds agree on an additional scope and fee for said services:

- Engineering Services During Construction.
- Permit Closeout.
- Timely review of project deliverables (2 weeks are assumed for schedule purposes).

EXCLUSIONS

The following items or services are excluded from this Scope of Services:

- Groundwater Modeling/pump testing.
- Ownership or Easement Issues – Easement Documents.
- Tree Mitigation/Landscape Design/ Irrigation.
- Notice of Commencement.
- Construction Supervision.
- Materials Testing.
- Public Outreach.
- Permitting other than listed above.
- Wetland mitigation permitting.
- Utility relocation coordination.

- FEMA Letter of Map Revision (LOMR)
or no-rise analysis.

If you have any questions or comments, please contact Jarrod P. Hirneise at (904) 440-7504 or via email at JHirneise@jonesedmunds.com.

Sincerely,



Jarrod P. Hirneise, PE
Department Manager
8657 Baypine Road, Suite 300
Jacksonville, Florida 32256

Attachments: Fee Estimate
Subconsultant Proposals

JonesEdmunds Project Name: Bay Street Drainage Structure Improvements Client: The City of Neptune Beach Opportunity Number:															
Project Fee Estimate		Staffing Plan													
		Sr. Project Manager	Project Officer QA	Sr. Engineer	Engineer Intern	Construction Administrator	Senior Scientist	CADD Designer	Const Proj Coordinator	Sr. Admin. Assistant					
General Engineering Continuing Contract -		\$245.63	\$266.99	\$245.63	\$109.94	\$152.45	\$170.87	\$114.33	\$81.67	\$103.44					
Task No.	Task Description	Hours									Labor Hours	Direct Labor	Expenses	Subconsultant Effort	Total Fee
1	Kickoff Meeting and Site Visit and Data Collection														
	Subtotal	9	4	19	21	0	8	8	0	5	74	\$ 13,053	\$ 500	\$ 25,124	\$ 38,677
2.1	30% Design														
	Subtotal	8	2	36	40	0	0	16	0	8	110	\$ 18,396	\$ 250	\$ -	\$ 18,646
2.2	90% Design														
	Subtotal	9	5	56	70	0	0	48	0	10	198	\$ 31,519	\$ 500	\$ 4,350	\$ 36,369
2.3	Bid Documents and Bidding														
	Subtotal	7	2	13	22	0	0	8	0	8	60	\$ 9,607	\$ -	\$ -	\$ 9,607
3	Permitting														
	Subtotal	4	2	14	10	0	16	0	0	4	50	\$ 9,202	\$ 1,000	\$ -	\$ 10,202
	Total	37	15	138	163	0	24	80	0	35	492	\$ 81,778	\$ 2,250	\$ 29,474	\$ 113,502

December 03, 2025

Jarrold P. Hirneise, PE
Department Manager
8657 Baypine Road, Suite 300
Jacksonville, FL 32256-8634
O. 904.744.5401

sent via Email: JHirneise@jonesedmunds.com

Subject: Subsurface Utility Engineering Services & Topographic/Existing Conditions Survey for the “City of Neptune Beach –Bay St.” Project in Duval, FL

Dear Mr. Hirneise,

DRMP Inc. (DRMP) is pleased to submit the following proposal to Jones Edmunds (Client) for Subsurface Utility Engineering & Survey Services on the above referenced project. Our scope of services, schedule, compensation and terms are included herein.

PART I SCOPE OF SERVICES

A: Subsurface Utility Engineering Services

SUBSURFACE UTILITY DESIGNATION SERVICES (Quality Level B)

DRMP will provide Designating services to detect and mark apparent utilities within the project limits as depicted on Exhibit “C”. Utilities will be marked, in the field, with flags and paint as they are discovered. Designation flags/marks will contain discernable information on utilities such as type of facility, size, material and owner identification that will need to be attributed to the survey data collected. Efforts will be performed in accordance with ASCE/UESI/CI 38-22, Section 472.027, Florida Statutes Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes.

Please note, Ground Penetrating Radar can be very effective in identifying subsurface disturbances, however there are limitations. The depth, range and clarity of the returned image are limited by the electrical conductivity of the ground. Optimal penetration is achieved in drier, sandier soils. Adversely, in wetter, clay laden soils with higher electrical conductivity, penetration is reduced, sometimes to only a few centimeters. Depending on the nature of the soil for the areas shown on the Exhibits, results may vary greatly throughout any given site. DRMP makes no guaranty of GPR investigation efficacy, details for each area and qualification of GPR signal will be described in project reports and deliverables.

SUBSURFACE UTILITY LOCATING SERVICES (Quality Level A)

Once Designating is complete, DRMP will provide utility Locating services via vacuum excavation test holes to verify vertical and horizontal locations of specific utilities as directed by the Client. This scope includes up to ten (10) test holes. Test holes consist of neatly cutting and removing existing cover, vacuum excavating down to the target utility, recording pertinent characteristics such as size/material and depth, then backfilling the hole with like or same material to restore to original condition. Restoration



shall be limited to temporary cold patch, should additional restoration be required, this proposal may need revision. Actual location of test holes will be determined by Designating efforts as described previously. If asphalt, or concrete, thicker than 4" is encountered more time may be required to complete and billed at the rates provided.

If test holes are requested on non-conductive/untraceable utilities, DRMP will coordinate with Client and respective utility owner, on-site personnel if private property and available records to determine the location to perform the test hole. One (1) attempt shall be made, which may or may not expose the target utility. Should the utility not be exposed, DRMP will coordinate with the Client for direction on digging additional test holes, if required, and shall be compensated for time spent performing additional holes.

DRMP will prepare a detailed report utilizing a subsurface utility form to describe the utilities and provide detailed information as to the size, type, material, owner (if known) and the depth from an iron pin marking each utility location at the surface. All efforts will be performed in accordance with the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. All work shall conform to ASCE/UESI/CI 38-22.

RECORDS CORRELATION (Quality Level C)

This effort is defined as utilizing professional judgement to scale and rotate utility record data to existing topographic features within an updated Survey. Quality Level C is also utilized to signify where geophysical detection signals are determined weak or unreliable.

UTILITY RECORDS RESEARCH (Quality Level D)

This effort is defined as utilizing the Sunshine One Call System and historical research to identify and contact each Utility Owner/Agency (UAO) within the project limits and request any available utility records. DRMP will submit a Design ticket through the system and make the request. However, utility records may be limited based on the timeline provided by the client to deliver our field results. Therefore, information will be limited to what is available within the timeframe provided.

TEMPORARY TRAFFIC CONTROL/MAINTENANCE OF TRAFFIC

DRMP will perform Temporary Traffic Control/Maintenance of Traffic (MOT) limited to FDOT Index 102-602. If the Designating effort reveals alignments of utilities require more extensive TTC/MOT, DRMP will convey that information to the Client to coordinate additional effort and cost associated.

B: PROFESSIONAL SURVEY SERVICES

TOPOGRAPHIC SURVEY

A Topographic/Existing Conditions Survey will be conducted and limited to the lands located in Exhibit "C" of this proposal. The Survey data will be referenced to the North American Datum of 1983, National Adjustment of 2011 NAD83(2011), Florida East Zone, State Plane, U.S. Survey Feet. The vertical component of the survey will be referenced to the North American Vertical Datum of 1988 (NAVD88).

DELIVERABLES

A Topographic/Existing Conditions Survey, mapped at an appropriate scale, will be signed and sealed by a Florida Licensed Surveyor & Mapper. As well as the AutoCAD drawing in digital format, ACAD file adhering to Jones Edmunds CAD Standards.



PART II COMPENSATION SUMMARY AND TERMS

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein. Please note billing terms in Exhibit "B". This effort shall be invoiced as Lump Sum.

The Services Fees are as follows:

Item	Description		
A	SUE Designating	Lump Sum Fee	\$8,448.00
B	Topographic/Existing Conditions Survey	Lump Sum Fee	\$4,376.00
		Total Lump Sum Fee	\$12,824.00

Per Soft/Hard Dig

Cover Type	Unit Type	Unit Price
Soft Surface (Grass, Dirt)	Hole (<7' Deep, TTC/MOT Limited to Index 613, Restoration limited to cold patch/concrete mix)	\$650
Hard Surface (Asphalt, Concrete)	Hole (<7' Deep, TTC/MOT Limited to Index 613, Restoration limited to cold patch/concrete mix)	\$750

PART III ASSUMPTIONS AND CLARIFICATIONS

The client shall provide all necessary information below, including updates to previously provided information and any other information reasonably requested by DRMP.

Items to be provided include:

- Engineering plans, drawings of proposed construction, conceptual plan.
- Access to the property, or escort, if necessary.
- Any available Plans, As-Builts, Utility Records collected by the client.

PART IV SCHEDULE

We anticipate availability to begin our efforts within fifteen (15) business days from receiving notice to proceed. DRMP will perform this work as expeditiously as practical, weather permitting, to meet a mutually agreed schedule upon receipt of your written authorization to proceed.

In the event, Client desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work, and may be necessary for any of the following services which are not a part of this contract: Certifications other than shown above, additional section work, excessive title review and plotting of easements, response to any comments by a third party (i.e., buyer's attorney, lender's attorney,



title personnel), digging or locating buried utilities, or any request for additions to be made to the survey such as wetland locations, offsite sketches, tree location, etc., will be performed as an extra cost on a time and material basis, per our current hourly rates on Exhibit "A". The cost of any required permits will be the responsibility of the client prior to obtaining permit.

It may be necessary for the Project Manager to call the client to receive verification and authorization for Extra Costs stated above in the preceding paragraph and may further require the client to sign an Additional Work Authorization Form for any out-of-scope requests.

We sincerely appreciate this opportunity to provide professional services for this project. Space has been provided for your acceptance of this proposal. Your signature will constitute a contract between us for the work, methods of compensation, etc. as specified.

Sincerely,
DRMP, Inc.

A handwritten signature in blue ink that reads 'C. William Faust, III'.

C. William Faust, III, PSM
Jacksonville Survey Manager

A handwritten signature in blue ink that reads 'Albert Taylor III'.

Albert Taylor III
Jacksonville SUE Group Leader

Accepted by:

Date

Print Name: _____
Title: _____

Witness signature Date

Print Name: _____
Title: _____



Exhibit "A"
Effective April 16, 2025

Administrative	Rate
Administrative I	\$110.00
Administrative II	\$130.00
Administrative III	\$140.00
Administrative IV	\$165.00
Administrative V	\$240.00
Construction Services - Construction	
Engineering Inspection	
Construction Engineer	\$80.00
Construction Manager	\$95.00
Inspector I	\$110.00
Inspector II	\$130.00
Inspector III	\$135.00
Inspector IV	\$150.00
Project Administrator I	\$165.00
Project Administrator II	\$190.00
Specialist I	\$220.00
Specialist II	\$265.00
Construction Services - Bridge	
Inspection/NBIS	
NBIS Engineer	\$105.00
NBIS Team Leader	\$195.00
NBIS Team Member	\$265.00
Designers	
Designer I	\$135.00
Designer II	\$145.00
Designer III	\$155.00
Designer IV	\$175.00
Designer V	\$195.00
Graphic Designer I	\$110.00
Graphic Designer II	\$145.00
Graphic Designer III	\$185.00
Engineering	
Intern I	\$100.00
Engineer I	\$150.00
Engineer II	\$165.00
Engineer III	\$215.00
Engineer IV	\$245.00
Engineer V	\$260.00

Environmental/Planning	Rate
Ecologist I	\$110.00
Ecologist II	\$140.00
Ecologist III	\$155.00
Ecologist IV	\$220.00
Ecologist V	\$275.00
Planner I	\$95.00
Planner II	\$135.00
Planner III	\$200.00
Planner IV	\$250.00
Planner V	\$275.00
Equipment	
Mobile LiDAR System	\$ 4,500/day
Hydrographic ZBoat	\$ 1,500/day
UAS LiDAR System	\$ 2,500/day
Expert Witness Services	
Expert Witness Research	\$255.00
Expert Witness Testimony	\$380.00
Geographic Information Systems (GIS)	
GIS Analyst I	\$100.00
GIS Analyst II	\$125.00
GIS Analyst III	\$140.00
GIS Project Manager	\$160.00
Geomatics/Survey & Mapping	
Survey Crew - 2 Man	\$205.00
Survey Crew - 3 Man	\$265.00
Survey Crew - 4 Man	\$320.00
Survey Manager	\$130.00
Survey Technician I	\$140.00
Survey Technician II	\$145.00
Survey Technician III	\$165.00
Survey Analyst	\$180.00
Survey Project Manager	\$195.00
Surveyor IV	\$220.00
Surveyor V	\$265.00
Surveyor VI	\$320.00
Ground Penetrating Radar (GPR)	
GPR Crew - 2 Man	\$145.00
GPR Technician	\$215.00

Management	Rate
Project Manager I	\$250.00
Project Manager II	\$275.00
Project Manager III	\$330.00
Project Manager IV	\$360.00
Project Manager V	\$385.00
Discipline Manager I	\$320.00
Discipline Manager II	\$380.00
Group Manager I	\$255.00
Group Manager II	\$295.00
Principal I	\$420.00
Principal II	\$470.00
Subsurface Utility Engineering (SUE)	
Coordinator I	\$135.00
Coordinator II	\$180.00
SUE Crew - 1 Man	\$145.00
SUE Crew - 2 Man	\$215.00
SUE Crew - 3 Man	\$285.00
SUE Crew - 4 Man	\$330.00
SUE Manager I	\$210.00
SUE Manager II	\$260.00
SUE Technician III	\$145.00
Technical Services	
Noise Analyst I	\$140.00
Noise Analyst II	\$195.00
CADD Technician I	\$85.00
CADD Technician II	\$100.00
CADD Technician III	\$120.00
Technical Writer I	\$110.00
Technical Writer II	\$145.00
Technical Writer III	\$185.00



EXHIBIT "B" Conditions of Agreement

I. DEFINITIONS

- A. The proposal set forth in the attached letter agreement between DRMP, Inc. (the "CONSULTANT") and the client listed on page 1 thereto (the "CLIENT") shall be valid for the CLIENT'S acceptance for a period of forty-five (45) calendar days from the date the CONSULTANT executes such letter agreement (the letter agreement, Exhibit "A" and this Exhibit "B" are collectively referred to as the "AGREEMENT").

II. COMPENSATION TERMS

- A. Invoices are due and payable upon receipt. If CLIENT fails to make any payment due to CONSULTANT for Services, extra work, or expenses within 30 days after receipt of CONSULTANT's invoice, then (1) the amounts due TO CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition CONSULTANT may, after giving three days written notice to CLIENT, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, extra work, expenses, and other related charges. CLIENT waives any and all claims against CONSULTANT for any such suspension.
- B. As compensation for CONSULTANT providing or furnishing Services and extra work, CLIENT shall pay CONSULTANT as set forth herein. If CLIENT disputes an invoice, either as to amount or entitlement, then CLIENT shall promptly advise CONSULTANT in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

III. CONSULTANT RESPONSIBILITIES

- A. CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. CONSULTANT makes no other warranties or guarantees, express or implied.
- B. It is understood and agreed that the CONSULTANT'S services under this AGREEMENT are limited to providing consulting services to the CLIENT and do not include participation in, supervision of, or control over the operation of any aspect of the CLIENT'S project (the "PROJECT"). Compensation payable to the CONSULTANT hereunder does not include any amount for participating in, supervising of, or controlling the PROJECT.

IV. CLIENT RESPONSIBILITIES

- A. The CLIENT shall provide to the CONSULTANT all available and applicable information that is related to the site and to the PROJECT that is in the CLIENT'S possession, or that may come into the CLIENT'S possession or knowledge including, but not limited to:
- Survey(s) (Boundary, Topo, etc.)
 - Legal Description & Title Information
 - Utilities Data/Plans
 - Environmental Studies/Data
 - Geotechnical Studies/Data
 - Previous Site consulting Plans/Studies
 - Previous Site Planning Sketches or Studies
 - Other Applicable Data/Information
 - Previously Prepared, Submitted or Approved Permits
 - Previously Prepared Development-Const. Cost Est.
 - Aerial Photography, if available
 - Reasonably suspected information or leads
- B. The CLIENT shall be responsible for the payment of all fees to government and review agencies.

- C. The CLIENT grants to the CONSULTANT right of entry to the PROJECT site by the CONSULTANT, its employees, agents, and subcontractors in order to perform the CONSULTANT'S services under this AGREEMENT. If the CLIENT does not own the PROJECT site, the CLIENT warrants and represents to the CONSULTANT that the CLIENT has the authority and permission of the owner of the PROJECT site and occupant of the PROJECT site (if applicable) to grant this right of entry to the CONSULTANT.

V. GENERAL CONSIDERATIONS

- A. All original work product, including original documents, electronic files, tracings, field notes, calculations, etc., prepared by the CONSULTANT in connection with this AGREEMENT in whatever form, including written documents, electronic files, etc., shall be and remain the exclusive property of the CONSULTANT. The CONSULTANT assumes no responsibility or liability for any third-party use of or reliance on the CONSULTANT'S findings, opinions, conclusions, recommendations, designs or other work product.
- B. In accepting and utilizing any drawings, data or other work product prepared in connection with the AGREEMENT (for purposes of this paragraph, the "Work Product") on any form of electronic media generated and provided by the CONSULTANT, all such Work Product shall be and remain the exclusive property of the CONSULTANT, who shall retain all common law, statutory law, and other rights, including copyrights, therein.

The CLIENT agrees not to use any Work Product, in whole or in part, for any purpose or project other than in connection with the PROJECT. In addition, the CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes or reuse of the Work Product (i) in connection with any project other than the PROJECT, or (ii) by any party other than the CONSULTANT. CLIENT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the CONSULTANT harmless from any damage, expense, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made to the Work Product by anyone other than the CONSULTANT or from any reuse of, or unauthorized use of, such Work Product.

Under no circumstances shall transfer of the CONSULTANT's Work Product, drawings, and data on electronic media for use by the CLIENT be deemed a sale of such materials by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose in connection with such materials.

- C. CLIENT and CONSULTANT shall indemnify and hold harmless each other from and against damages, liabilities, costs and expenses, including but not limited to reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by the other party or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that each party's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of the other party. In no event shall either party be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon.
- D. In an effort to resolve any disputes, differences, claims or counterclaims that arise with respect to this AGREEMENT, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to the AGREEMENT shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise, and shall constitute an express condition precedent in litigation. Mediation shall be conducted within sixty (60) days of the dispute first arising.
- E. **In recognition of the relative risks and benefits of this Agreement to both the CLIENT and the CONSULTANT, THE PARTIES AGREE THAT CONSULTANT (INCLUDING ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES) TOTAL LIABILITY TO THE CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, BY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO \$25,000.00 OR CONSULTANT'S TOTAL FEE FOR THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS GREATER.**



EXHIBIT "B"
Conditions of Agreement

- F. In the event that any provision of this AGREEMENT is found to be unenforceable under applicable law, the remaining provision(s) shall continue in full force and effect.
- G. In providing services under this AGREEMENT, the CONSULTANT is acting as an independent contractor and not as an agent or employee of the CLIENT.
- H. This AGREEMENT shall be governed by the laws of Florida.
- I. Neither the CLIENT nor the CONSULTANT shall have any right to assign this AGREEMENT to any other person or entity, absent the prior written consent from the other party.
- J. Should completion of any portion of the Services by CONSULTANT be delayed, suspended, or impaired, through no fault of CONSULTANT, then the time for completion of CONSULTANT'S Services, and the rate and amounts of CONSULTANT's compensation shall be adjusted equitably.
- K. Regarding the subject matter hereof, this AGREEMENT contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. The CLIENT agrees that this Agreement shall govern and supersede any form agreements delivered by the CONSULTANT and/or the CLIENT, such as client purchase orders or work orders, and that such forms may be issued by the CLIENT as a matter of convenience without altering any of the terms or conditions of this Agreement, unless such form has been signed on behalf of both the CLIENT and the CONSULTANT by an authorized representative.



EXHIBIT "B"
Conditions of Agreement

The following information is necessary for the CONSULTANT to set its files up correctly. Please fill out and return at your earliest convenience.

1. Project Name for Invoicing:

2. Mailing Address:

Phone No.: _____

Fax No.: _____

E-Mail: _____

3. Invoices should be sent to the attention of: _____

4. Date invoices must be received by CLIENT: _____

5. Special invoice format required: _____ Yes _____ No (If yes, please forward to CONSULTANT)

6. Person(s) authorized to bind CLIENT contractually:

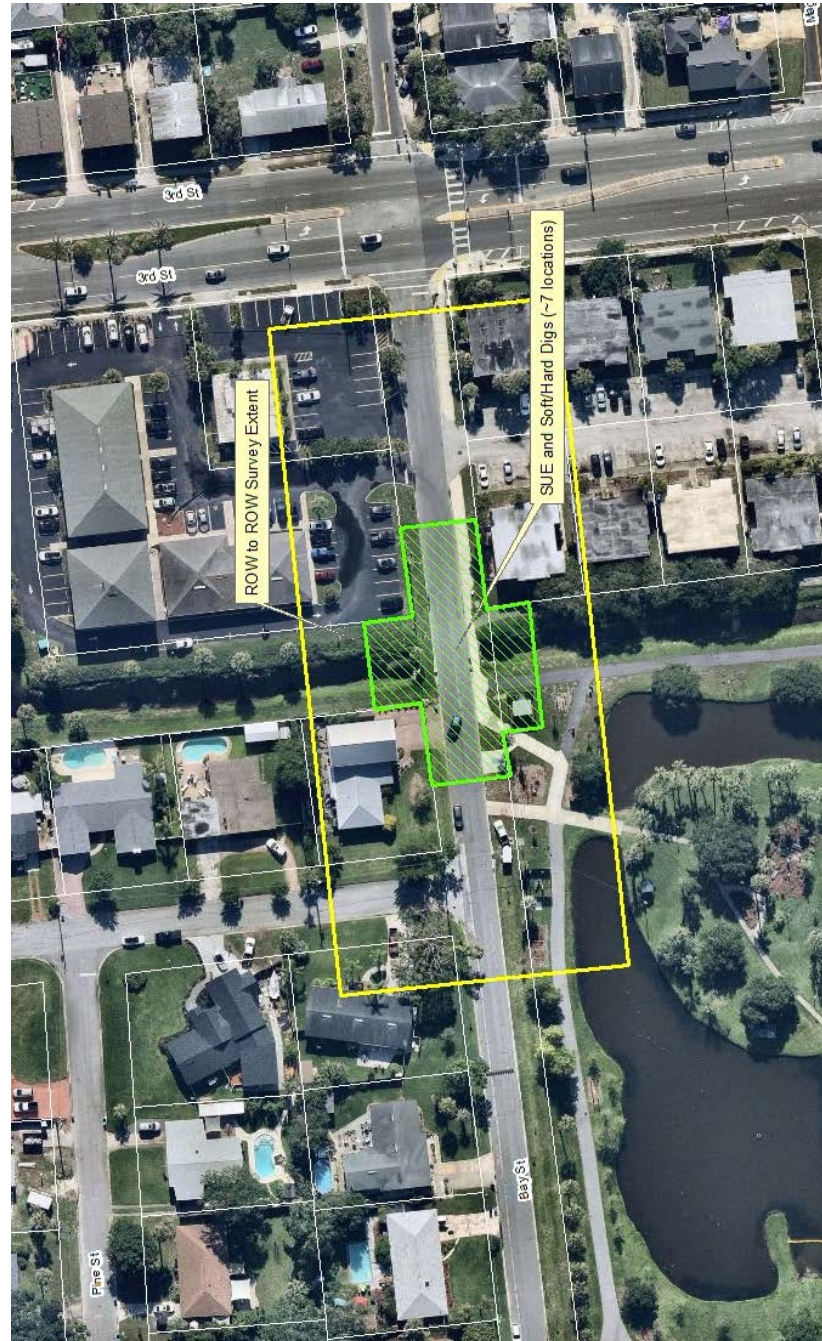
7. Are purchase orders required: _____ Yes _____ No

8. Name and contact address/phone number under which title of property is held:

9. Name/Entity of applicant for PROJECT permit applications (title, address, phone number):

10. Person to sign permit applications (title, address, phone number):

EXHIBIT "C"



October 28, 2025

Jarrold P. Hirneise, PE
 Jones Edmunds
 8657 Baypine Road, Suite 300
 Jacksonville, Florida 32256

Subject: Proposal for Geotechnical Exploration and Engineering Services
 Bay Street Culvert Design
 Neptune Beach, Florida
 MAE Proposal No. 250678

Dear Mr. Hirneise:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project. You provided the project details via email on October 23, 2025, which included an aerial image and proposed boring locations for a proposed pipe or box culvert on Bay Street in Neptune Beach, Florida.

Based on our correspondence with you and the information provided, the planned construction will consist of the replacement of the existing culvert(s) at Bay Street, approximately 250 feet west of SR A1A (3rd Street). At this preliminary stage, the specific culvert design and type of foundation was unknown. Preliminarily, we presume that a pipe or box culvert will be utilized. If planned design changes considerably from that presumed, MAE should be notified to re-evaluate our proposed scope and fees. The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Based on the information provided, we propose the following field services :

Test Location	Test No. & Type	Test Depth ft below ground surface
Proposed Culvert North & South	2 SPT ⁽¹⁾	30
Muck Probes ⁽²⁾	12 to 16	2+

1. (SPT) borings will be performed at the specified locations. The number of borings and the fee estimate are based on the maximum quantity shown in the table. The borings will be performed in general accordance with ASTM D1586.

2. Muck probes will be performed to identify very soft or otherwise unsuitable/organic soils present in the bottom of the existing channel. Quantities and fees are based on the maximum shown in the table.

Due to overhead power along Bay Street, we expect that drilling in the drive lanes and Maintenance-of-Traffic (MOT) will be required to provide safe access to the pavement boring location. We expect that one boring will be performed through the existing pavement, with the second boring near the roadway shoulder. Pavement patching is expected using cold asphalt patch upon completion of the boring within the pavement area(s).

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. We may also subcontract with a private utility locating company to locate any utilities not registered with SSOC, if necessary; however, we have not included a fee for this service herein. The SPT borings will be backfilled with grout and/or hole plug. We will take all reasonable precautions to mitigate damage to property and will reasonably return the site to a condition similar to that existing prior to the start of our fieldwork.

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed, and the samples classified by a geotechnical engineer. Laboratory classification and index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the subsurface conditions encountered at the boring locations. The results of the exploration and evaluation will be documented in a report that will include the following:

- Our understanding of the planned construction;
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction;
- The field and laboratory test procedures used and the results obtained;
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary;
- An estimate of the normal Seasonal High Groundwater Level at the site;
- Evaluation of the subsurface conditions to develop recommendations for the proposed culvert design and pavement restoration;
- The Environmental Classification of the site soils using the current edition of the *FDOT Structures Design Guidelines* based on the results of the soil corrosion tests;
- An evaluation of the subsoil conditions to aid the Contractor with pipe or box culvert installation;
- Recommendations for removal of unsuitable soils and corresponding placement of backfill, if required;
- Recommendations for pipe bedding or support and placement of soil backfill; and
- Recommendations for testing required during site preparation and earthwork construction.

Based on the scope of the services outlined above, we propose to complete our work for a lump sum fee of **\$8,900.00**. This fee includes the required MOT, obtaining a drill permit with the City of Neptune Beach, and utility coordination and assumes the work can be completed within one day. If these services are authorized and performed concurrently with the scope of services outlined in our Proposal No. 250679 for the Davis Street Culvert, our fee will be **\$8,600.00**, allowing for a reduction in our mobilization fee. Additionally, if these services are authorized and performed concurrently with the scope of services outlined in our Proposal No. 250679, such that both culverts may be addressed in one report, our fee will be **\$7,400.00**, allowing for a reduction in our reporting fee.

This fee is valid for 90 days following the date of this proposal. This fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of \$100 per copy. We will

contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

A returned copy of the attached authorization sheet will authorize our work. Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made as part of this proposal.

We anticipate mobilizing our field crew to the site within 1 to 2 weeks once authorization to proceed is received, given our current schedule and permit approval. A utility locate request will be submitted 1 week before anticipated mobilization, which is contingent on all utilities at the site being located and marked. We anticipate that the fieldwork will take 1 day to complete, weather permitting. Laboratory testing will take approximately 1 week depending on the amount of lab testing assigned. We expect to submit our geotechnical report for the subject project 2 to 3 weeks after completion of the field testing.

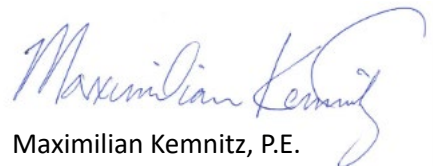
We appreciate this opportunity to provide this proposal for your project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact us.

Sincerely,

Meskel & Associates Engineering, PLLC



Taylor Foster
Staff Engineer



Maximilian Kemnitz, P.E.
Senior Geotechnical Engineer

Distribution: Mr. Jarrod P. Hirneise, P.E. – Jones Edmonds

One (1) e-mail copy

PROPOSAL AUTHORIZATION

For Geotechnical Services
Bay Street Culvert Design
Neptune Beach, Florida
MAE Proposal No. 250678

Billing Information:

Company Name: _____

Attention: _____

Company _____

Address: _____

Phone No.: _____ Email: _____

Project Contact Name: _____
(if different than above)

Additional Reports: Please List Below Any Additional Parties To Receive Reports.

1. _____

No. of Reports Required: _____

2. _____

No. of Reports Required: _____

NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged \$100 for each additional copy.

MAE invoices should be received by you by the _____ of each month (date required for your processing)

The Client representative named below has read the General Conditions that are attached and made a part of this proposal, and agrees to be bound to the terms of the General Conditions.

Name: _____ Title: _____

Signature: _____ Date: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

1. SCOPE OF WORK

Meskel & Associates Engineering, PLLC (MAE) (MAE) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). MAE will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by MAE. Client will be invoiced for additional services at MAE's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by MAE with respect to the Project, MAE shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by MAE (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in MAE's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by MAE (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. MAE's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. MAE's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications, and other documents applicable to the contractor's obligations, MAE shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by MAE.

Neither site visits for any purpose nor the observation by MAE of any contractor's work are included in MAE's scope of services unless specifically set forth in this Agreement. If MAE is engaged to visit the site and conduct observations of a contractor's work, MAE shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as MAE deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. MAE shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, MAE shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor, or material supplier, against either the Client or MAE.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of MAE personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

MAE will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. MAE shall furnish insurance certificates, lien waivers, affidavits, or other reasonably available documents as and when requested by Client provided all amounts due to MAE have been paid.

Payment is due within thirty (30) days after the receipt of the invoice. MAE shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay MAE for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify MAE within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and MAE shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If MAE is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, MAE shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

MAE is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of MAE, nor the presence of MAE's employees and subcontractors shall be construed to imply MAE has any responsibility for job safety or any activities on site performed by personnel other than MAE's employees or subcontractor.

5. STANDARD OF CARE

Service performed by MAE under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, MAE shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, MAE. Client acknowledges that MAE's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client.

6. INSURANCE

MAE represents that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that MAE has insurance coverage under public liability and property damage insurance policies. MAE shall, at its own cost and not as a reimbursable expense, secure and maintain insurance policies as required. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by MAE, if procurable, and charged to the Client.

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by MAE or responsible for any other activities relating to MAE's services, to hold harmless, indemnify and defend MAE, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, MAE as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to

provide MAE with a Certificate of Insurance so naming MAE as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and MAE shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, shall be decided by litigation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of MAE's Services, whichever date shall occur earlier. All mediation or litigation shall take place in Duval County, Florida, unless the parties agree otherwise. The fees of the mediator and the costs of transcription and other costs incurred by the mediator shall be apportioned equally between the parties. Thereafter, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs, and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event will MAE be responsible for delays in the work which are beyond our reasonable control or caused by Client or its agents, consultants, contractors, or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors, or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, MAE shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, MAE shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to MAE's completion of all reports contemplated by this Agreement, MAE may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of MAE in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from MAE, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that MAE may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by MAE, as instruments of service, shall remain the property of MAE and shall retain all common law, statutory and other reserved rights, including copyrights ("MAE Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, MAE grants Client a non-exclusive license to use the final and complete versions of the MAE Documents solely and exclusively for purposes set forth in this Agreement. The foregoing license does not extend to any CADD files or 3D model created by MAE, unless expressly set forth herein. If MAE Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of MAE Documents solely and exclusively for use in performing their services or construction for the Project. MAE Documents shall only be used for their intended purpose. MAE Documents are not to be used on other projects, for alternations, extensions, or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to MAE. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the MAE License for Use of Electronic Files and 3D Models. Client

agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever. MAE will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by MAE, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without MAE's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

12. FAILURE TO FOLLOW RECOMMENDATIONS

MAE will not be held liable for problems that may occur if MAE's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of MAE in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by MAE under this Agreement or \$50,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither MAE nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party. If MAE is considered to be liable jointly with any third parties, the portion of damages payable by MAE shall be limited to the portion of liability which is attributable to MAE's breach of the Standard of Care on a comparative fault basis.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless MAE, and its officers, directors, agents and employees and any of them (collectively, the "MAE Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of MAE's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the MAE Parties), up to an amount not to exceed the greater of \$50,000 or the amount of the fees charged for the services provided by MAE in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by MAE and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the MAE Parties shall not be entitled to indemnification hereunder for any Losses resulting from the MAE Parties' gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the MAE Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any MAE Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of MAE's employees or agents to any hazardous materials at the jobsite.

Upon notice by the MAE Parties, Client shall defend the MAE Parties with counsel chosen by MAE Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the MAE Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the MAE Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that MAE's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified

in our scope of services. In the event MAE or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of MAE's services, MAE may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify MAE Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. NON-HAZARDOUS SAMPLE DISPOSAL

Unless other arrangements are made, MAE will dispose of all soil and rock samples remaining at the time of report completion. MAE will store test samples and specimens, or the residue thereof, for up to 90 days free of charge at Client's prior written request. Additional storage time may be obtained at a mutually agreeable cost. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such an event, MAE shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for MAE to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although MAE will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless MAE in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate MAE for any time spent and expenses incurred in defense of any such claim.

18. DAMAGE TO EXISTING MAN-MADE OBJECTS

It shall be the responsibility of the Client, property Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveals the presence or potential presence of underground or overhead obstructions, such as utilities, MAE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless MAE from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to MAE in writing, and to reimburse MAE for expenses in connection with any such claims or suits, including reasonable attorney's fees.

19. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of MAE to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: MAE's opinion is based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by MAE. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit MAE to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

20. NO PERSONAL LIABILITY

It is intended by the parties to this Agreement that MAE's services under this Agreement shall not subject MAE's individual employees, officers, shareholders,

managers, members, or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against MAE, a Florida limited liability company, and not against any of MAE's employees, officers, managers, members, or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, MANAGER, DIRECTOR, OR AGENT OF MAE SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

21. FORCE MAJEURE/COVID.

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, by way of example, and not in limitation, fire, act of God, governmental act, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties, state or national emergencies, including the occurrence of any epidemic or pandemic, including coronavirus and the like or any other causes beyond Architect's or Owner's reasonable control. Architect and Owner shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption, suspension, or termination and work together to mutually determine going forward strategies including schedule concerns.

22. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified, or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then MAE (and all MAE Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with MAE and take all necessary and appropriate actions to qualify MAE (and the MAE Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

MAE Employees: Client agrees not to recruit or hire any MAE employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, MAE shall have the right of injunctive relief, and Client shall pay MAE \$25,000 or 25% (percent) of the employee's current annual base salary, whichever is greater, with payment being made within 15 days of MAE's written notice to Client of said violation.



1320 Wilfred Drive
Orlando FL, 32803
Phone: (407) 219-4454

Wekiva Project Number: 25-463
REV 1

November 25th, 2025

Mr. Jarrod Hirneise, PE
Jones Edmunds
8657 Baypine Road, Suite 300
Jacksonville, FL 32256

Re: Proposal for Structural Engineering Services
City of Neptune Beach – Bay Street and Davis Street Crossing
Neptune Beach, Florida

Dear Mr. Hirneise:

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Jones Edmunds (JE) for the above-referenced project. It is our understanding that the City of Neptune Beach (City) is in need of the replacement/upgrade of two existing box culvert crossings. It is our understanding that the structural scope of work will include the following:

- Bay Street Crossing: Design of a new double-barrel box culvert crossing (11'x4'). The box culvert crossing is anticipated to be approximately 55 ft in length with cast-in-place headwalls on each end.
- Davis Street Crossing: Design of a new double-barrel box culvert crossing (10'x5'). The box culvert crossing is anticipated to be approximately 64 ft in length with cast-in-place headwalls on each end.

Wekiva will design the culvert crossings in accordance with the Florida Building Code and applicable FDOT design standards. The box culvert will be designed as precast or cast-in-place as determined during design.

SCOPE OF SERVICES

Wekiva proposes the following work task:

Task 1.1: Bay Street - Site Visit: Wekiva will visit the site to view existing conditions, gather field data and take measurements as necessary for the design. In addition, Wekiva staff will attend the project's kickoff meeting virtually.

Task 1.2: Bay Street - Prepare Drawings and Specifications (90%, & 100%): Wekiva will prepare drawings and specifications for the items described above. There are expected to be a total of 5 drawings along with divisions 3, and 5 specifications. We will also provide opinions of probable cost of construction at each milestone. In addition, Wekiva staff will attend review meetings virtually at each project milestone.

Task 1.3: Bay Street - Bidding Services: No Scope

Task 2.1: Davis Street - Site Visit: Wekiva will visit the site to view existing conditions, gather field data and take measurements as necessary for the design. In addition, Wekiva staff will attend the project's kickoff meeting virtually.

Task 2.2: Davis Street - Prepare Drawings and Specifications (60%, 90%, & 100%): Wekiva will prepare drawings and specifications for the items described above. There are expected to be a total of 5 drawings along with divisions 3, and 5 specifications. We will also provide opinions of probable cost of construction at each milestone. In addition, Wekiva staff will attend review meetings virtually at each project milestone.

Task 2.3: Davis Street - Bidding Services: No Scope

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a lump sum fixed fee basis for a total price of **\$8,700**, where the fee associated with the individual tasks is as follows:

• Task 1.1	\$750
• Task 1.2	\$3,600
• Task 1.3	\$0.00
• Task 2.1	\$750
• Task 2.2	\$3,600
• <u>Task 2.3</u>	<u>\$0.00</u>
• Total	\$8,700

TERMS AND CONDITIONS

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to JE. If you have any questions or need further information, please call.

Sincerely,



David S Morris, P.E.
Member

December 3, 2025

Deryle Calhoun, Jr., PE
Public Works Director
City of Neptune Beach
2010 Forest Avenue
Neptune Beach, Florida 32266

RE: **Davis Street** Drainage Structure Improvements
Scope of Services
Contract: CONB RFQ 2021-04 (Amended August 4, 2025)
Jones Edmunds Opportunity No.: TBD

Dear Mr. Calhoun:

Jones Edmunds is pleased to continue serving the City of Neptune Beach with professional and technical engineering services for the removal and replacement of the undersized drainage structures at Davis Street as identified in the Technical Memorandum dated July 5, 2023. The project will design and permit appropriately sized twin concrete box culverts at this location.

This Scope of Services is based on discussions between Jones Edmunds (Consultant) and the City and includes the professional engineering activities associated with preparing construction documents suitable for bidding and construction.

SCOPE OF SERVICES

TASK 1 KICKOFF MEETING AND DATA COLLECTION

SUBTASK 1.1 PRE-DESIGN MEETING AND SITE VISIT

Jones Edmunds will meet with the City to discuss the overall project objectives, which will include culvert sizes, environmental impacts, surveying, subsurface utility engineering (SUE), maintenance-of-traffic (MOT), permitting, schedule, and communication protocols.

Deliverables: Jones Edmunds will prepare meeting minutes and action items and deliver the minutes through email.

SUBTASK 1.2 DATA COLLECTION

Jones Edmunds will engage a Florida-licensed professional land surveyor (PLS) subconsultant, DRMP, to perform a topographic and location survey at the proposed box culvert location. The survey will include utility locates, limited SUE (up to 7 soft/hard digs), horizontal and vertical control, right-of-way limits, topographic features, and trees over 6 inches in diameter. This Scope of Services includes a proposal and fee estimate from DRMP.

Jones Edmunds will subcontract with Meskel & Associates Engineering (MEA) to perform a Geotechnical Exploration. We will use the geotechnical data for our design effort.

Jones Edmunds will perform a site visit to evaluate the extent of surface waters and wetlands.

Deliverables: Jones Edmunds will provide original computer-aided design (CAD) files and a PDF of the survey, electronically signed and sealed by the surveyor. Jones Edmunds will also provide a signed-and-sealed geotechnical report in PDF format.

SUBTASK 1.3 HYDRAULIC MODELING AND CULVERT SIZING

Jones Edmunds will use the City's hydrologic and hydraulic stormwater model to determine an appropriate and permittable size of the new culvert crossing at Davis Street. This may include model scenarios that account for future upstream improvements to the culvert crossings under SR-A1A (3rd Street) to account for future flow conditions that may occur at the Davis Street crossing. Jones Edmunds will conduct a virtual meeting with City Staff to discuss the results of the modeling, the proposed culvert sizing, and come to a consensus on the culvert size that will be designed.

Deliverables: Jones Edmunds will conduct a virtual meeting with City Staff to present results of the hydraulic modeling and determine the culvert size that will be designed.

TASK 2 ENGINEERING DESIGN SERVICES

SUBTASK 2.1 30% DESIGN DRAWINGS

Jones Edmunds will prepare 30% Design Drawings based on feedback from the City during the on-site kick off meeting and culvert sizing meeting. Jones Edmunds will prepare an agenda and attend a 30% design review meeting with Neptune Beach Public Works. Jones Edmunds will prepare and distribute meeting minutes following the 30% design review meeting.

- Cover, General Notes, and details.
- 30% engineering design.

Deliverables: Jones Edmunds will deliver one PDF of the 30% Design Drawings, one PDF of the Specifications, and meeting minutes of the design review meeting.

SUBTASK 2.2 90% DESIGN DRAWINGS, OPINION OF COST, AND SPECIFICATIONS

Jones Edmunds will prepare the 90% Design Drawings and Specifications suitable for permitting with regulatory agencies and address the City of Neptune Beach's comments provided during the 30% design review. We will subcontract with Wekiva Engineering for the structural design elements.

A full set of Specifications will be prepared using Jones Edmunds' standard Construction Standards Institute (CSI) 16-division format Front-End Documents and Technical Specifications. The design deliverable will include an Engineer's Opinion of Probable Construction Cost (EOPCC). The Drawings will include the following:

- Cover, General Notes, and details.
- 90% engineering design, including structural sheets.
- Erosion Control.
- Maintenance of Traffic.
- Draft Specifications.
- EOPCC

Deliverables: Jones Edmunds will deliver a PDF of the final Drawings, Specifications, and EOPCC.

SUBTASK 2.3 FINAL DESIGN DOCUMENTS

Jones Edmunds will prepare the Final Design Drawings and Specifications suitable for bidding and address the City of Neptune Beach's comments provided during the 90% design review meeting. The final design deliverable will include an Engineer's Opinion of Probable Construction Cost (EOPCC). The Drawings will include the following:

- Cover, General Notes, and details.
- Final engineering design including structural sheets.
- Erosion Control.
- Maintenance of Traffic.
- Specifications.
- EOPCC.
- Regulatory permits.

Deliverables: Jones Edmunds will deliver a PDF of the final Drawings, Specifications, and EOPCC.

TASK 3 PERMITTING

The Consultant will assist the City of Neptune Beach with the acquisition of the permits needed to complete this project. The Consultant expects to complete the permit applications upon completion of the 90% documents. The draft permit applications will be submitted to the City of Neptune Beach for review and finalized upon receipt of comments. The Consultant will finalize the permit applications and route them for signature as needed. The

Consultant will prepare the supporting documents needed for each application and submit the documents to the appropriate agency. Permitting fees are included in the fee estimates. The following outlines the permits expected and included in this Scope of Work.

TASK 3.1 – ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD)

The Consultant will prepare and submit a permit application to SJRWMD for the proposed improvements. The Consultant will assist in gaining approval of the application.

The Consultant will monitor the approval process during the SJRWMD review. The Consultant will provide responses to up to one (1) Request for Additional Information (RAI) and submit them to the City of Neptune Beach for review. Additional meetings and/or RAIs are considered outside this Scope of Work and will be completed under a separate Task Authorization. Permitting fees are included in the fee estimates. We expect the surface water and wetland impacts to be minimal and thus do not anticipate wetland mitigation.

TASK 3.2 – US ARMY CORP OF ENGINEERS (USACE)

Jones Edmunds will prepare and submit a permit application to USACE for their review related to environmental impacts for installing the headwalls and erosion protection. The City of Neptune Beach will provide information to complete the application form. We will provide responses for up to one (1) RAI and submit them to the City of Neptune Beach for review. Permitting fees are included in the fee estimate. We expect the surface water and wetland impacts to be minimal and thus do not anticipate wetland mitigation.

SCHEDULE

This Task Assignment shall commence upon receipt of a Notice to Proceed (NTP) and continue until the Scope of Services is completed and accepted by the City. If the schedule is altered because of unexpected delays, Jones Edmunds will notify the City's Project Manager, and a mutually agreeable revised schedule will be established.

Milestone	Activity Duration (Days)	Days from NTP
Task 1 – Kickoff Meeting and Data Collection Services		
Pre-Design Meeting and Site Visit	1	7
Survey, SUE, Geotechnical	30	37
Task 2 –Engineering Design Services		
30% Design Drawings	45	82
30% Design Review	14	96
90% Design Drawings and Specifications	90	186
90% Design Review	14	200
Bid Documents (pending permits)		260

Milestone	Activity Duration (Days)	Days from NTP
Task 3 –Permitting		
SJRWMD (Concurrent with Final Design Documents)	45	245
USACE (Concurrent with Final Design Documents)	60	260
Project Closeout	TBD	TBD

COMPENSATION

Based on this Scope of Services, the City will compensate Jones Edmunds for a total lump sum fee of \$111,602. A detailed Fee Estimate is attached. Engineering Services during Construction can be provided under a separate task order, if needed.

Task	Fee
Task 1 – Kick off meeting, site visit, data collection (LS)	\$36,777
Task 2 – Engineering Design Services (LS)	\$64,622
Task 3 – Permitting (LS)	\$10,202
TOTAL	\$111,602

PROPOSAL CLARIFICATIONS

CITY RESPONSIBILITIES

The following items are excluded from this Scope of Service and shall be provided by the City unless the City and Jones Edmunds agree on an additional scope and fee for said services:

- Engineering Services During Construction.
- Permit Closeout.
- Timely review of project deliverables (2 weeks are assumed for schedule purposes).

EXCLUSIONS

The following items or services are excluded from this Scope of Services:

- Groundwater Modeling/pump testing.
- Ownership or Easement Issues – Easement Documents.
- Tree Mitigation/Landscape Design/ Irrigation.
- Notice of Commencement.
- Construction Supervision.
- Materials Testing.
- Public Outreach.
- Permitting other than listed above.
- Wetland mitigation permitting.
- Utility relocation coordination.

FEMA Letter of Map Revision (LOMR)
or no-rise analysis.

If you have any questions or comments, please contact Jarrod P. Hirneise at (904) 440-7504 or via email at JHirneise@jonesedmunds.com.

Sincerely,



Jarrod P. Hirneise, PE
Department Manager
8657 Baypine Road, Suite 300
Jacksonville, Florida 32256

Attachments: Fee Estimate
Subconsultant Proposals

December 03, 2025

Jarrod P. Hirneise, PE
Department Manager
8657 Baypine Road, Suite 300
Jacksonville, FL 32256-8634
O. 904.744.5401

sent via Email: JHirneise@jonesedmunds.com

Subject: Subsurface Utility Engineering Services & Topographic/Existing Conditions Survey for the "City of Neptune Beach –Davis St." Project in Duval, FL

Dear Mr. Hirneise,

DRMP Inc. (DRMP) is pleased to submit the following proposal to Jones Edmunds (Client) for Subsurface Utility Engineering & Survey Services on the above referenced project. Our scope of services, schedule, compensation and terms are included herein.

PART I SCOPE OF SERVICES

A: Subsurface Utility Engineering Services

SUBSURFACE UTILITY DESIGNATION SERVICES (Quality Level B)

DRMP will provide Designating services to detect and mark apparent utilities within the project limits as depicted on Exhibit "C". Utilities will be marked, in the field, with flags and paint as they are discovered. Designation flags/marks will contain discernable information on utilities such as type of facility, size, material and owner identification that will need to be attributed to the survey data collected. Efforts will be performed in accordance with ASCE/UESI/CI 38-22, Section 472.027, Florida Statutes Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes.

Please note, Ground Penetrating Radar can be very effective in identifying subsurface disturbances, however there are limitations. The depth, range and clarity of the returned image are limited by the electrical conductivity of the ground. Optimal penetration is achieved in drier, sandier soils. Adversely, in wetter, clay laden soils with higher electrical conductivity, penetration is reduced, sometimes to only a few centimeters. Depending on the nature of the soil for the areas shown on the Exhibits, results may vary greatly throughout any given site. DRMP makes no guaranty of GPR investigation efficacy, details for each area and qualification of GPR signal will be described in project reports and deliverables.

SUBSURFACE UTILITY LOCATING SERVICES (Quality Level A)

Once Designating is complete, DRMP will provide utility Locating services via vacuum excavation test holes to verify vertical and horizontal locations of specific utilities as directed by the Client. This scope includes up to ten (10) test holes. Test holes consist of neatly cutting and removing existing cover, vacuum excavating down to the target utility, recording pertinent characteristics such as size/material and depth, then backfilling the hole with like or same material to restore to original condition. Restoration shall be limited to temporary cold patch, should additional restoration be required, this proposal may need revision. Actual location of test holes will be determined by



Designating efforts as described previously. If asphalt, or concrete, thicker than 4" is encountered more time may be required to complete and billed at the rates provided.

If test holes are requested on non-conductive/untraceable utilities, DRMP will coordinate with Client and respective utility owner, on-site personnel if private property and available records to determine the location to perform the test hole. One (1) attempt shall be made, which may or may not expose the target utility. Should the utility not be exposed, DRMP will coordinate with the Client for direction on digging additional test holes, if required, and shall be compensated for time spent performing additional holes.

DRMP will prepare a detailed report utilizing a subsurface utility form to describe the utilities and provide detailed information as to the size, type, material, owner (if known) and the depth from an iron pin marking each utility location at the surface. All efforts will be performed in accordance with the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. All work shall conform to ASCE/UESI/CI 38-22.

RECORDS CORRELATION (Quality Level C)

This effort is defined as utilizing professional judgement to scale and rotate utility record data to existing topographic features within an updated Survey. Quality Level C is also utilized to signify where geophysical detection signals are determined weak or unreliable.

UTILITY RECORDS RESEARCH (Quality Level D)

This effort is defined as utilizing the Sunshine One Call System and historical research to identify and contact each Utility Owner/Agency (UAO) within the project limits and request any available utility records. DRMP will submit a Design ticket through the system and make the request. However, utility records may be limited based on the timeline provided by the client to deliver our field results. Therefore, information will be limited to what is available within the timeframe provided.

TEMPORARY TRAFFIC CONTROL/MAINTENANCE OF TRAFFIC

DRMP will perform Temporary Traffic Control/Maintenance of Traffic (MOT) limited to FDOT Index 102-602. If the Designating effort reveals alignments of utilities require more extensive TTC/MOT, DRMP will convey that information to the Client to coordinate additional effort and cost associated.

B: PROFESSIONAL SURVEY SERVICES

TOPOGRAPHIC SURVEY

A Topographic/Existing Conditions Survey will be conducted and limited to the lands located in Exhibit "C" of this proposal. The Survey data will be referenced to the North American Datum of 1983, National Adjustment of 2011 NAD83(2011), Florida East Zone, State Plane, U.S. Survey Feet. The vertical component of the survey will be referenced to the North American Vertical Datum of 1988 (NAVD88).

DELIVERABLES

A Topographic/Existing Conditions Survey, mapped at an appropriate scale, will be signed and sealed by a Florida Licensed Surveyor & Mapper. As well as the AutoCAD drawing in digital format, ACAD file adhering to Jones Edmunds CAD Standards.



PART II COMPENSATION SUMMARY AND TERMS

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein. Please note billing terms in Exhibit "B". This effort shall be invoiced as Lump Sum.

The Services Fees are as follows:

Item	Description		
A	SUE Designating	Lump Sum Fee	\$8,448.00
B	Topographic/Existing Conditions Survey	Lump Sum Fee	\$4,376.00
		Total Lump Sum Fee	\$12,824.00

Per Soft/Hard Dig

Cover Type	Unit Type	Unit Price
Soft Surface (Grass, Dirt)	Hole (<7' Deep, TTC/MOT Limited to Index 613, Restoration limited to cold patch/concrete mix)	\$650
Hard Surface (Asphalt, Concrete)	Hole (<7' Deep, TTC/MOT Limited to Index 613, Restoration limited to cold patch/concrete mix)	\$750

PART III ASSUMPTIONS AND CLARIFICATIONS

The client shall provide all necessary information below, including updates to previously provided information and any other information reasonably requested by DRMP.

Items to be provided include:

- Engineering plans, drawings of proposed construction, conceptual plan.
- Access to the property, or escort, if necessary.
- Any available Plans, As-Built, Utility Records collected by the client.

PART IV SCHEDULE

We anticipate availability to begin our efforts within fifteen (15) business days from receiving notice to proceed. DRMP will perform this work as expeditiously as practical, weather permitting, to meet a mutually agreed schedule upon receipt of your written authorization to proceed.

In the event, Client desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work, and may be necessary for any of the following services which are not a part of this contract: Certifications other than shown above, additional section work, excessive title review and plotting of easements, response to any comments by a third party (i.e., buyer's attorney, lender's attorney, title personnel), digging or locating buried utilities, or any request for additions to be made to the survey such as wetland locations, offsite sketches, tree location, etc., will be performed as an extra cost on a time and material basis, per our current hourly rates on Exhibit "A". The cost of any required permits will be the responsibility of the client prior to obtaining permit.

It may be necessary for the Project Manager to call the client to receive verification and authorization for Extra Costs stated above in the preceding paragraph and may further require the client to sign an Additional Work Authorization Form for any out-of-scope requests.



We sincerely appreciate this opportunity to provide professional services for this project. Space has been provided for your acceptance of this proposal. Your signature will constitute a contract between us for the work, methods of compensation, etc. as specified.

Sincerely,
DRMP, Inc.

A handwritten signature in blue ink that reads 'C. William Faust, III'.

C. William Faust, III, PSM
Jacksonville Survey Manager

A handwritten signature in blue ink that reads 'Albert Taylor III'.

Albert Taylor III

Jacksonville SUE Group Leader

Accepted by:

Date

Print Name: _____
Title: _____

Witness signature Date

Print Name: _____
Title: _____



Exhibit "A"
Effective April 16, 2025

Administrative	Rate
Administrative I	\$110.00
Administrative II	\$130.00
Administrative III	\$140.00
Administrative IV	\$165.00
Administrative V	\$240.00
Construction Services - Construction	
Engineering Inspection	
Construction Engineer	\$80.00
Construction Manager	\$95.00
Inspector I	\$110.00
Inspector II	\$130.00
Inspector III	\$135.00
Inspector IV	\$150.00
Project Administrator I	\$165.00
Project Administrator II	\$190.00
Specialist I	\$220.00
Specialist II	\$265.00
Construction Services - Bridge	
Inspection/NBIS	
NBIS Engineer	\$105.00
NBIS Team Leader	\$195.00
NBIS Team Member	\$265.00
Designers	
Designer I	\$135.00
Designer II	\$145.00
Designer III	\$155.00
Designer IV	\$175.00
Designer V	\$195.00
Graphic Designer I	\$110.00
Graphic Designer II	\$145.00
Graphic Designer III	\$185.00
Engineering	
Intern I	\$100.00
Engineer I	\$150.00
Engineer II	\$165.00
Engineer III	\$215.00
Engineer IV	\$245.00
Engineer V	\$260.00

Environmental/Planning	Rate
Ecologist I	\$110.00
Ecologist II	\$140.00
Ecologist III	\$155.00
Ecologist IV	\$220.00
Ecologist V	\$275.00
Planner I	\$95.00
Planner II	\$135.00
Planner III	\$200.00
Planner IV	\$250.00
Planner V	\$275.00
Equipment	
Mobile LiDAR System	\$ 4,500/day
Hydrographic ZBoat	\$ 1,500/day
UAS LiDAR System	\$ 2,500/day
Expert Witness Services	
Expert Witness Research	\$255.00
Expert Witness Testimony	\$380.00
Geographic Information Systems (GIS)	
GIS Analyst I	\$100.00
GIS Analyst II	\$125.00
GIS Analyst III	\$140.00
GIS Project Manager	\$160.00
Geomatics/Survey & Mapping	
Survey Crew - 2 Man	\$205.00
Survey Crew - 3 Man	\$265.00
Survey Crew - 4 Man	\$320.00
Survey Manager	\$130.00
Survey Technician I	\$140.00
Survey Technician II	\$145.00
Survey Technician III	\$165.00
Survey Analyst	\$180.00
Survey Project Manager	\$195.00
Surveyor IV	\$220.00
Surveyor V	\$265.00
Surveyor VI	\$320.00
Ground Penetrating Radar (GPR)	
GPR Crew - 2 Man	\$145.00
GPR Technician	\$215.00

Management	Rate
Project Manager I	\$250.00
Project Manager II	\$275.00
Project Manager III	\$330.00
Project Manager IV	\$360.00
Project Manager V	\$385.00
Discipline Manager I	\$320.00
Discipline Manager II	\$380.00
Group Manager I	\$255.00
Group Manager II	\$295.00
Principal I	\$420.00
Principal II	\$470.00
Subsurface Utility Engineering (SUE)	
Coordinator I	\$135.00
Coordinator II	\$180.00
SUE Crew - 1 Man	\$145.00
SUE Crew - 2 Man	\$215.00
SUE Crew - 3 Man	\$285.00
SUE Crew - 4 Man	\$330.00
SUE Manager I	\$210.00
SUE Manager II	\$260.00
SUE Technician III	\$145.00
Technical Services	
Noise Analyst I	\$140.00
Noise Analyst II	\$195.00
CADD Technician I	\$85.00
CADD Technician II	\$100.00
CADD Technician III	\$120.00
Technical Writer I	\$110.00
Technical Writer II	\$145.00
Technical Writer III	\$185.00



EXHIBIT "B" Conditions of Agreement

I. DEFINITIONS

- A. The proposal set forth in the attached letter agreement between DRMP, Inc. (the "CONSULTANT") and the client listed on page 1 thereto (the "CLIENT") shall be valid for the CLIENT'S acceptance for a period of forty-five (45) calendar days from the date the CONSULTANT executes such letter agreement (the letter agreement, Exhibit "A" and this Exhibit "B" are collectively referred to as the "AGREEMENT").

II. COMPENSATION TERMS

- A. Invoices are due and payable upon receipt. If CLIENT fails to make any payment due to CONSULTANT for Services, extra work, or expenses within 30 days after receipt of CONSULTANT's invoice, then (1) the amounts due TO CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition CONSULTANT may, after giving three days written notice to CLIENT, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, extra work, expenses, and other related charges. CLIENT waives any and all claims against CONSULTANT for any such suspension.
- B. As compensation for CONSULTANT providing or furnishing Services and extra work, CLIENT shall pay CONSULTANT as set forth herein. If CLIENT disputes an invoice, either as to amount or entitlement, then CLIENT shall promptly advise CONSULTANT in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

III. CONSULTANT RESPONSIBILITIES

- A. CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. CONSULTANT makes no other warranties or guarantees, express or implied.
- B. It is understood and agreed that the CONSULTANT'S services under this AGREEMENT are limited to providing consulting services to the CLIENT and do not include participation in, supervision of, or control over the operation of any aspect of the CLIENT'S project (the "PROJECT"). Compensation payable to the CONSULTANT hereunder does not include any amount for participating in, supervising of, or controlling the PROJECT.

IV. CLIENT RESPONSIBILITIES

- A. The CLIENT shall provide to the CONSULTANT all available and applicable information that is related to the site and to the PROJECT that is in the CLIENT'S possession, or that may come into the CLIENT'S possession or knowledge including, but not limited to:
- Survey(s) (Boundary, Topo, etc.)
 - Legal Description & Title Information
 - Utilities Data/Plans
 - Environmental Studies/Data
 - Geotechnical Studies/Data
 - Previous Site consulting Plans/Studies
 - Previous Site Planning Sketches or Studies
 - Other Applicable Data/Information
 - Previously Prepared, Submitted or Approved Permits
 - Previously Prepared Development-Const. Cost Est.
 - Aerial Photography, if available
 - Reasonably suspected information or leads
- B. The CLIENT shall be responsible for the payment of all fees to government and review agencies.

- C. The CLIENT grants to the CONSULTANT right of entry to the PROJECT site by the CONSULTANT, its employees, agents, and subcontractors in order to perform the CONSULTANT'S services under this AGREEMENT. If the CLIENT does not own the PROJECT site, the CLIENT warrants and represents to the CONSULTANT that the CLIENT has the authority and permission of the owner of the PROJECT site and occupant of the PROJECT site (if applicable) to grant this right of entry to the CONSULTANT.

V. GENERAL CONSIDERATIONS

- A. All original work product, including original documents, electronic files, tracings, field notes, calculations, etc., prepared by the CONSULTANT in connection with this AGREEMENT in whatever form, including written documents, electronic files, etc., shall be and remain the exclusive property of the CONSULTANT. The CONSULTANT assumes no responsibility or liability for any third-party use of or reliance on the CONSULTANT'S findings, opinions, conclusions, recommendations, designs or other work product.
- B. In accepting and utilizing any drawings, data or other work product prepared in connection with the AGREEMENT (for purposes of this paragraph, the "Work Product") on any form of electronic media generated and provided by the CONSULTANT, all such Work Product shall be and remain the exclusive property of the CONSULTANT, who shall retain all common law, statutory law, and other rights, including copyrights, therein.

The CLIENT agrees not to use any Work Product, in whole or in part, for any purpose or project other than in connection with the PROJECT. In addition, the CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes or reuse of the Work Product (i) in connection with any project other than the PROJECT, or (ii) by any party other than the CONSULTANT. CLIENT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the CONSULTANT harmless from any damage, expense, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made to the Work Product by anyone other than the CONSULTANT or from any reuse of, or unauthorized use of, such Work Product.

Under no circumstances shall transfer of the CONSULTANT's Work Product, drawings, and data on electronic media for use by the CLIENT be deemed a sale of such materials by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose in connection with such materials.

- C. CLIENT and CONSULTANT shall indemnify and hold harmless each other from and against damages, liabilities, costs and expenses, including but not limited to reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by the other party or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that each party's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of the other party. In no event shall either party be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon.
- D. In an effort to resolve any disputes, differences, claims or counterclaims that arise with respect to this AGREEMENT, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to the AGREEMENT shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise, and shall constitute an express condition precedent in litigation. Mediation shall be conducted within sixty (60) days of the dispute first arising.
- E. **In recognition of the relative risks and benefits of this Agreement to both the CLIENT and the CONSULTANT, THE PARTIES AGREE THAT CONSULTANT (INCLUDING ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES) TOTAL LIABILITY TO THE CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, BY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO \$25,000.00 OR CONSULTANT'S TOTAL FEE FOR THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS GREATER.**



EXHIBIT "B"
Conditions of Agreement

- F. In the event that any provision of this AGREEMENT is found to be unenforceable under applicable law, the remaining provision(s) shall continue in full force and effect.
- G. In providing services under this AGREEMENT, the CONSULTANT is acting as an independent contractor and not as an agent or employee of the CLIENT.
- H. This AGREEMENT shall be governed by the laws of Florida.
- I. Neither the CLIENT nor the CONSULTANT shall have any right to assign this AGREEMENT to any other person or entity, absent the prior written consent from the other party.
- J. Should completion of any portion of the Services by CONSULTANT be delayed, suspended, or impaired, through no fault of CONSULTANT, then the time for completion of CONSULTANT'S Services, and the rate and amounts of CONSULTANT's compensation shall be adjusted equitably.
- K. Regarding the subject matter hereof, this AGREEMENT contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. The CLIENT agrees that this Agreement shall govern and supersede any form agreements delivered by the CONSULTANT and/or the CLIENT, such as client purchase orders or work orders, and that such forms may be issued by the CLIENT as a matter of convenience without altering any of the terms or conditions of this Agreement, unless such form has been signed on behalf of both the CLIENT and the CONSULTANT by an authorized representative.



EXHIBIT "B"
Conditions of Agreement

The following information is necessary for the CONSULTANT to set its files up correctly. Please fill out and return at your earliest convenience.

1. Project Name for Invoicing:

2. Mailing Address:

Phone No.: _____

Fax No.: _____

E-Mail: _____

3. Invoices should be sent to the attention of: _____

4. Date invoices must be received by CLIENT: _____

5. Special invoice format required: _____ Yes _____ No (If yes, please forward to CONSULTANT)

6. Person(s) authorized to bind CLIENT contractually:

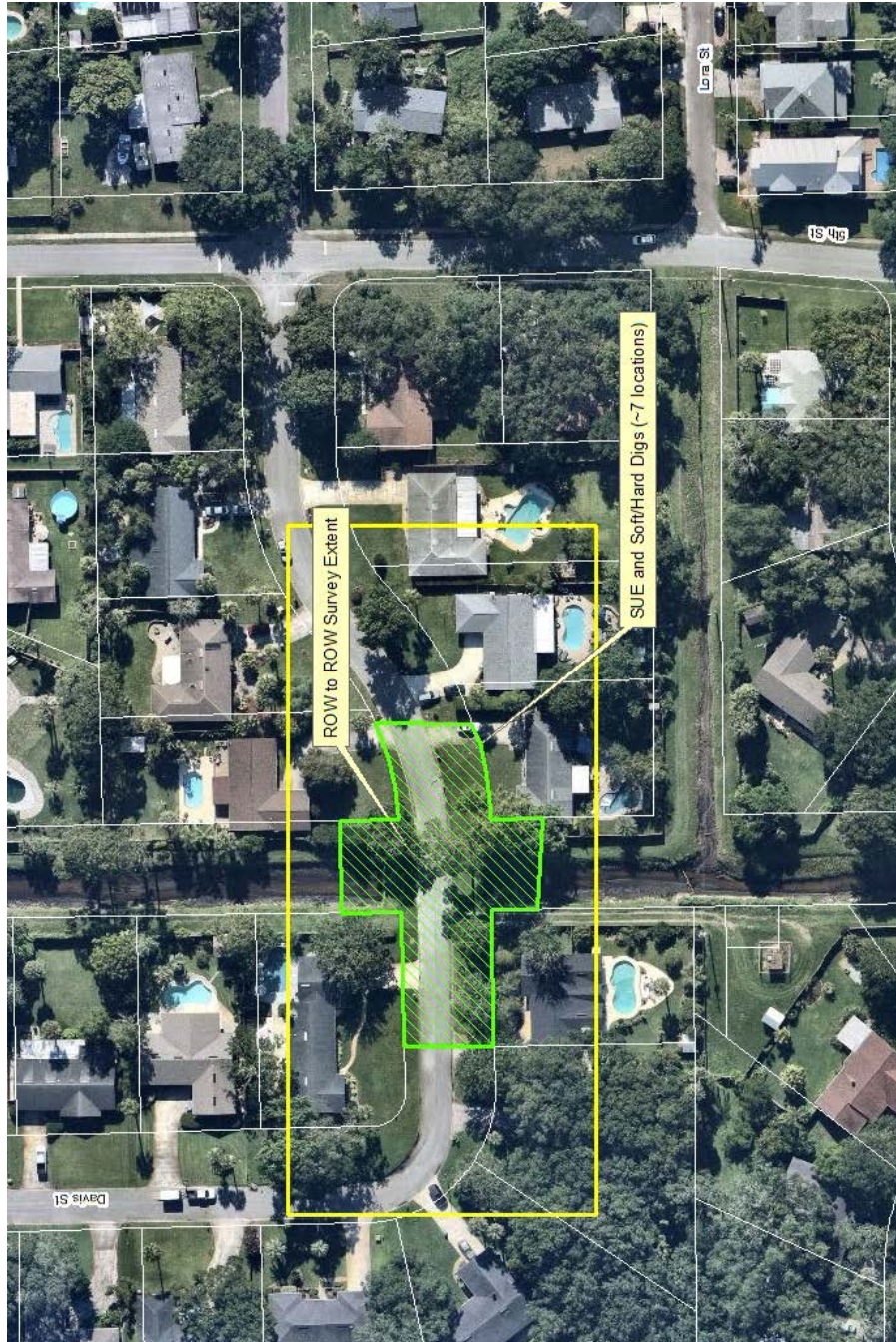
7. Are purchase orders required: _____ Yes _____ No

8. Name and contact address/phone number under which title of property is held:

9. Name/Entity of applicant for PROJECT permit applications (title, address, phone number):

10. Person to sign permit applications (title, address, phone number):

EXHIBIT "C"



October 28, 2025

Jarrold P. Hirneise, P.E.
 Jones Edmunds
 8657 Baypine Road, Suite 300
 Jacksonville, Florida 32256

Subject: Proposal for Geotechnical Exploration and Engineering Services
 Davis Street Culvert Design
 Neptune Beach, Florida
 MAE Proposal No. 250679

Dear Mr. Hirneise:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project. You provided the project details via email on October 23, 2025, which included an aerial image and requested boring locations for a proposed pipe or box culvert on Davis Street in Neptune Beach, Florida.

Based on our correspondence with you and the information provided, the planned construction will consist of the replacement of the existing culvert(s) at Davis Street, approximately 400 feet west of 5th Street. At this preliminary stage, the specific culvert design and type of foundation was unknown. Preliminarily, we presume that a pipe or box culvert will be utilized. If planned design changes considerably from that presumed, MAE should be notified to re-evaluate our proposed scope and fees.

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Based on the information provided, we propose the following field services:

Test Location	Test No. & Type	Test Depth ft below ground surface
Proposed Culvert North & South	2 SPT ⁽¹⁾	30
Muck Probes ⁽²⁾	12 to 16	2+

1. Standard Penetration Test (SPT) borings will be performed at the specified locations. The number of borings and the fee estimate are based on the maximum quantity shown in the table. The borings will be performed in general accordance with ASTM D1586.
2. Muck probes will be performed to identify very soft or otherwise unsuitable/organic soils present in the bottom of the existing channel. Quantities and fees are based on the maximum shown in the table.

MAE proposes to attempt to perform the borings in the roadway shoulder; however, depending on potential utility conflicts, Maintenance-of-Traffic (MOT) may be required to provide safe access to the boring locations and we provide a Provisional Fee for this service. In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. We may also subcontract with a private utility locating company to locate any utilities not registered with SSOC, if necessary; however, we have not included a fee for this service herein. The SPT borings will be backfilled with grout and/or hole plug. We will take all reasonable precautions to mitigate damage to property and will reasonably return the site to a condition similar to that existing prior to the start of our fieldwork.

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed, and the samples classified by a geotechnical engineer. Laboratory classification and index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the subsurface conditions encountered at the boring locations. The results of the exploration and evaluation will be documented in a report that will include the following:

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used and the results obtained;
- The encountered subsurface conditions, including results of muck probes, subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary;
- An estimate of the normal Seasonal High Groundwater Level at the site;
- Evaluation of the subsurface conditions to develop recommendations for the proposed culvert design and pavement restoration;
- The Environmental Classification of the site soils using the current edition of the *FDOT Structures Design Guidelines* based on the results of the soil corrosion tests;
- An evaluation of the subsoil conditions to aid the Contractor with pipe or box culvert installation;
- Recommendations for removal of unsuitable soils and corresponding placement of backfill, if required;
- Recommendations for pipe or box culvert bedding or support and placement of soil backfill; and
- Recommendations for testing required during site preparation and earthwork construction.

Based on the scope of the services outlined above, we propose to complete our work for a lump sum fee of **\$7,000.00**. If these services are authorized and performed concurrently with the scope of services outlined in our Proposal No. 250678 for the Bay Street Culvert, our fee will be **\$6,700.00**, allowing for a reduction in our mobilization fee. Additionally, if these services are authorized and performed concurrently with the scope of services outlined in our Proposal No. 250678, such that both culverts may be addressed in one report, our fee will be **\$5,500.00**, allowing for a reduction in our reporting fee. Should

Maintenance-of-Traffic be required, a Provisional Fee of **\$950** will apply, pending Client approval.

This fee is valid for 90 days following the date of this proposal. This fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of \$100 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

A returned copy of the attached authorization sheet will authorize our work. Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made as part of this proposal.

We anticipate mobilizing our field crew to the site within 1 to 2 weeks once authorization to proceed is received, given our current schedule and City approval. A utility locate request will be submitted one week before anticipated mobilization, which is contingent on all utilities at the site being located and marked. We anticipate that the fieldwork will take 1 day to complete, weather permitting. Laboratory testing will take approximately 1 week depending on the amount of lab testing assigned. We expect to submit our geotechnical report for the subject project 2 to 3 weeks after completion of the field testing.

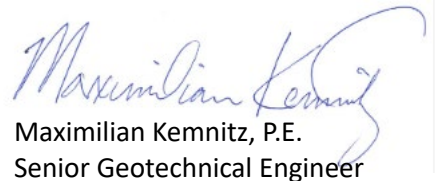
We appreciate this opportunity to provide this proposal for your project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact us.

Sincerely,

Meskel & Associates Engineering, PLLC



Taylor Foster
Staff Engineer



Maximilian Kemnitz, P.E.
Senior Geotechnical Engineer

Distribution: Mr. Jarrod P. Hirneise, P.E. – Jones Edmonds - One (1) e-mail copy

PROPOSAL AUTHORIZATION

For Geotechnical Services
Davis Street Culvert Design
Neptune Beach, Florida
MAE Proposal No. 250679

Billing Information:

Company Name: _____

Attention: _____

Company

Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

Additional Reports: Please List Below Any Additional Parties To Receive Reports.

1. _____

No. of Reports Required: _____

2. _____

No. of Reports Required: _____

NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged \$100 for each additional copy.

MAE invoices should be received by you by the _____ of each month (date required for your processing)

The Client representative named below has read the General Conditions that are attached and made a part of this proposal, and agrees to be bound to the terms of the General Conditions.

Name: _____ Title: _____

Signature: _____ Date: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

1. SCOPE OF WORK

Meskel & Associates Engineering, PLLC (MAE) (MAE) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). MAE will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by MAE. Client will be invoiced for additional services at MAE's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by MAE with respect to the Project, MAE shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by MAE (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in MAE's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by MAE (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. MAE's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. MAE's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications, and other documents applicable to the contractor's obligations, MAE shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by MAE.

Neither site visits for any purpose nor the observation by MAE of any contractor's work are included in MAE's scope of services unless specifically set forth in this Agreement. If MAE is engaged to visit the site and conduct observations of a contractor's work, MAE shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as MAE deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. MAE shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, MAE shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor, or material supplier, against either the Client or MAE.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of MAE personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

MAE will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. MAE shall furnish insurance certificates, lien waivers, affidavits, or other reasonably available documents as and when requested by Client provided all amounts due to MAE have been paid.

Payment is due within thirty (30) days after the receipt of the invoice. MAE shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay MAE for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify MAE within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and MAE shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If MAE is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, MAE shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

MAE is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of MAE, nor the presence of MAE's employees and subcontractors shall be construed to imply MAE has any responsibility for job safety or any activities on site performed by personnel other than MAE's employees or subcontractor.

5. STANDARD OF CARE

Service performed by MAE under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, MAE shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, MAE. Client acknowledges that MAE's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client.

6. INSURANCE

MAE represents that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that MAE has insurance coverage under public liability and property damage insurance policies. MAE shall, at its own cost and not as a reimbursable expense, secure and maintain insurance policies as required. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by MAE, if procurable, and charged to the Client.

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by MAE or responsible for any other activities relating to MAE's services, to hold harmless, indemnify and defend MAE, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, MAE as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide MAE with a Certificate of Insurance so naming MAE as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to

maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and MAE shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute shall be decided by litigation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of MAE's Services, whichever date shall occur earlier. All mediation or litigation shall take place in Duval County, Florida, unless the parties agree otherwise. The fees of the mediator and the costs of transcription and other costs incurred by the mediator shall be apportioned equally between the parties. Thereafter, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs, and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event will MAE be responsible for delays in the work which are beyond our reasonable control or caused by Client or its agents, consultants, contractors, or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors, or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, MAE shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, MAE shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to MAE's completion of all reports contemplated by this Agreement, MAE may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of MAE in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from MAE, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that MAE may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by MAE, as instruments of service, shall remain the property of MAE and shall retain all common law, statutory and other reserved rights, including copyrights ("MAE Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, MAE grants Client a non-exclusive license to use the final and complete versions of the MAE Documents solely and exclusively for purposes set forth in this Agreement. The foregoing license does not extend to any CADD files or 3D model created by MAE, unless expressly set forth herein. If MAE Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of MAE Documents solely and exclusively for use in performing their services or construction for the Project. MAE Documents shall only be used for their intended purpose. MAE Documents are not to be used on other projects, for alternations, extensions, or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to MAE. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the MAE License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever. MAE will retain all pertinent records relating to the services

performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by MAE, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without MAE's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

12. FAILURE TO FOLLOW RECOMMENDATIONS

MAE will not be held liable for problems that may occur if MAE's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of MAE in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by MAE under this Agreement or \$50,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither MAE nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party. If MAE is considered to be liable jointly with any third parties, the portion of damages payable by MAE shall be limited to the portion of liability which is attributable to MAE's breach of the Standard of Care on a comparative fault basis.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless MAE, and its officers, directors, agents and employees and any of them (collectively, the "MAE Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of MAE's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the MAE Parties), up to an amount not to exceed the greater of \$50,000 or the amount of the fees charged for the services provided by MAE in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by MAE and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the MAE Parties shall not be entitled to indemnification hereunder for any Losses resulting from the MAE Parties' gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the MAE Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any MAE Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of MAE's employees or agents to any hazardous materials at the jobsite.

Upon notice by the MAE Parties, Client shall defend the MAE Parties with counsel chosen by MAE Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the MAE Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the MAE Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that MAE's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event MAE or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of MAE's services, MAE may, without liability for consequential or any other damages, suspend performance of services on the project

until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify MAE Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. NON-HAZARDOUS SAMPLE DISPOSAL

Unless other arrangements are made, MAE will dispose of all soil and rock samples remaining at the time of report completion. MAE will store test samples and specimens, or the residue thereof, for up to 90 days free of charge at Client's prior written request. Additional storage time may be obtained at a mutually agreeable cost. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such an event, MAE shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for MAE to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although MAE will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless MAE in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate MAE for any time spent and expenses incurred in defense of any such claim.

18. DAMAGE TO EXISTING MAN-MADE OBJECTS

It shall be the responsibility of the Client, property Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveals the presence or potential presence of underground or overhead obstructions, such as utilities, MAE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless MAE from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to MAE in writing, and to reimburse MAE for expenses in connection with any such claims or suits, including reasonable attorney's fees.

19. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of MAE to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: MAE's opinion is based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by MAE. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit MAE to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

20. NO PERSONAL LIABILITY

It is intended by the parties to this Agreement that MAE's services under this Agreement shall not subject MAE's individual employees, officers, shareholders, managers, members, or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against MAE, a Florida limited liability company, and not against any of

MAE's employees, officers, managers, members, or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, MANAGER, DIRECTOR, OR AGENT OF MAE SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

21. FORCE MAJEURE/COVID.

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, by way of example, and not in limitation, fire, act of God, governmental act, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties, state or national emergencies, including the occurrence of any epidemic or pandemic, including coronavirus and the like or any other causes beyond Architect's or Owner's reasonable control. Architect and Owner shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption, suspension, or termination and work together to mutually determine going forward strategies including schedule concerns.

22. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified, or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then MAE (and all MAE Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with MAE and take all necessary and appropriate actions to qualify MAE (and the MAE Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

MAE Employees: Client agrees not to recruit or hire any MAE employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, MAE shall have the right of injunctive relief, and Client shall pay MAE \$25,000 or 25% (percent) of the employee's current annual base salary, whichever is greater, with payment being made within 15 days of MAE's written notice to Client of said violation.



1320 Wilfred Drive
Orlando FL, 32803
Phone: (407) 219-4454

Wekiva Project Number: 25-463
REV 1

November 25th, 2025

Mr. Jarrod Hirneise, PE
Jones Edmunds
8657 Baypine Road, Suite 300
Jacksonville, FL 32256

Re: Proposal for Structural Engineering Services
City of Neptune Beach – Bay Street and Davis Street Crossing
Neptune Beach, Florida

Dear Mr. Hirneise:

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Jones Edmunds (JE) for the above-referenced project. It is our understanding that the City of Neptune Beach (City) is in need of the replacement/upgrade of two existing box culvert crossings. It is our understanding that the structural scope of work will include the following:

- Bay Street Crossing: Design of a new double-barrel box culvert crossing (11'x4'). The box culvert crossing is anticipated to be approximately 55 ft in length with cast-in-place headwalls on each end.
- Davis Street Crossing: Design of a new double-barrel box culvert crossing (10'x5'). The box culvert crossing is anticipated to be approximately 64 ft in length with cast-in-place headwalls on each end.

Wekiva will design the culvert crossings in accordance with the Florida Building Code and applicable FDOT design standards. The box culvert will be designed as precast or cast-in-place as determined during design.

SCOPE OF SERVICES

Wekiva proposes the following work task:

Task 1.1: Bay Street - Site Visit: Wekiva will visit the site to view existing conditions, gather field data and take measurements as necessary for the design. In addition, Wekiva staff will attend the project's kickoff meeting virtually.

Task 1.2: Bay Street - Prepare Drawings and Specifications (90%, & 100%): Wekiva will prepare drawings and specifications for the items described above. There are expected to be a total of 5 drawings along with divisions 3, and 5 specifications. We will also provide opinions of probable cost of construction at each milestone. In addition, Wekiva staff will attend review meetings virtually at each project milestone.

Task 1.3: Bay Street - Bidding Services: No Scope

Task 2.1: Davis Street - Site Visit: Wekiva will visit the site to view existing conditions, gather field data and take measurements as necessary for the design. In addition, Wekiva staff will attend the project's kickoff meeting virtually.

Task 2.2: Davis Street - Prepare Drawings and Specifications (60%, 90%, & 100%): Wekiva will prepare drawings and specifications for the items described above. There are expected to be a total of 5 drawings along with divisions 3, and 5 specifications. We will also provide opinions of probable cost of construction at each milestone. In addition, Wekiva staff will attend review meetings virtually at each project milestone.

Task 2.3: Davis Street - Bidding Services: No Scope

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a lump sum fixed fee basis for a total price of **\$8,700**, where the fee associated with the individual tasks is as follows:

• Task 1.1	\$750
• Task 1.2	\$3,600
• Task 1.3	\$0.00
• Task 2.1	\$750
• Task 2.2	\$3,600
• <u>Task 2.3</u>	<u>\$0.00</u>
• Total	\$8,700

TERMS AND CONDITIONS

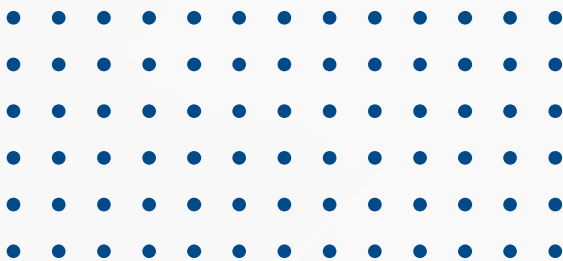
Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to JE. If you have any questions or need further information, please call.

Sincerely,



David S Morris, P.E.
Member

SMARTER PARKING SOLUTIONS FOR A MORE WELCOMING AND VIBRANT BTC



2025

PARKING SUMMARY

A WELCOMING VISION FOR THE FUTURE OF BEACHES TOWN CENTER

Beaches Town Center is a cherished coastal district defined by walkability, local charm, and a unique blend of daytime retail and evening dining. As the area grows in popularity, parking plays a central role in shaping how residents and visitors experience the district. Ensuring that BTC remains welcoming, accessible, and vibrant requires an approach to parking that reflects how the district actually functions throughout the day.

Purpose of the review:

This presentation provides a balanced, data-informed look at the current \$5/hour parking model and evaluates how it aligns with visitor behavior, business patterns, and community expectations. The goal is to outline opportunities for improving accessibility while supporting long-term economic vitality and program sustainability.

Our purpose is simple:

To create a welcoming, accessible, and thriving Beaches Town Center - morning, midday, and evening.

By aligning parking policy with actual visitor behavior and the unique rhythm of our district, we can enhance the experience for everyone who lives, works, and visits here.



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11. VISITOR BEHAVIOR
12. VISITOR EXPERIENCE
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14. GOALS & OBJECTIVES
15. CLOSING SUMMARY - PATH FORWARD

All information in this report is sourced directly from official municipal parking websites, published city rate structures, U.S. Census data, and state-level tourism/economic research.

DATA SOURCES & OFFICIAL PARKING INFORMATION

Neptune Beach, FL

City of Neptune Beach Parking Program

<https://www.nbfl.gov/parking>

Atlantic Beach, FL

City of Atlantic Beach – Parking Information

<https://coab.us/parking>

Jacksonville Beach, FL

City of Jacksonville Beach Paid Parking Program

<https://www.jacksonvillebeach.org/parking>

Parking Maps & Rates

<https://www.jacksonvillebeach.org/162/Parking-Locations>

St. Augustine, FL

City of St. Augustine Parking & Transportation

<https://www.citystaug.com/parking>

Historic District / Downtown Parking Rates

<https://www.citystaug.com/454/Parking-Garage>

Visitor Resource – OldCity St. Augustine Parking Guide

<https://www.oldcity.com/parking>

Orlando, FL

City of Orlando Parking Division

<https://www.orlando.gov/Parking-Transportation/Find-Parking>

Downtown Orlando Parking Rates & Policies

<https://www.orlando.gov/Parking-Transportation/Find-Parking/Meters>

Tampa, FL (Including Ybor City District)

City of Tampa Parking Division

<https://www.tampa.gov/parking>

Ybor City Parking System

<https://yborcityonline.com/parking>

Citywide Parking Rates

<https://www.tampa.gov/parking/parking-rates>

Miami Beach, FL

City of Miami Beach Parking Department

<https://www.miamibeachfl.gov/city-hall/parking>

Meter Rates & Zone Maps

<https://www.miamibeachfl.gov/city-hall/parking/metered-parking>

Additional Data Sources Used for Bench Marking

Florida Demographic & Population Data

- U.S. Census QuickFacts – City-Level Data
- <https://www.census.gov/quickfacts>

UF Bureau of Economic & Business Research (BEBR)

- <https://www.bebr.ufl.edu>

Tourism & Visitation Data

- Visit Florida Research
- <https://www.visitflorida.org/resources/research>

St. Johns County Tourism Development Council

- <https://www.sjcfi.us/TDC>

Duval County Tourism Metrics (Visit Jacksonville)

- <https://www.visitjacksonville.com/about-us/tourism-research>

Transportation & Coastal Community Planning

Florida Department of Transportation (FDOT) Mobility & Parking Guidance

- <https://www.fdot.gov>

Coastal City Parking & Mobility Studies (various PDFs)

- Provided through individual city websites above

All information in this report is sourced directly from official municipal parking websites, published city rate structures, U.S. Census data, and state-level tourism/economic research.

KEY FINDINGS:

VISITOR BEHAVIOR, BUSINESS PATTERNS & PARKING IMPACT

VISITOR BEHAVIOR INSIGHTS



- Visitors report \$2.50 feels reasonable for daytime visits.



- \$3.00 feels borderline acceptable- but still considered high for day visits.



- \$4.00 psychologically equals \$5.00 (no difference in visitor behavior).

- Daytime visitors are casual, discretionary, and price - sensitive.

- Evening diners are destination- based and far less impacted by rate changes.

BUSINESS MIX REALITY (DAY VS EVENING)



Daytime Economy (10a - 6p)

16 Retailers
4 Breakfast Restaurants
12 Lunch Restaurants



Evening Economy (5p-2a)

26 Restaurants
3 Social Bars
Valet + Validation Available to Diners
Visitors stay longer / tolerate higher rates

COMMUNITY AND VISITOR EXPERIENCE

Visitor Perception & Experience



A flat \$5/hour daytime rate is widely interpreted as: "Unwelcoming"



Out of sync with social day visits/evening rates expected

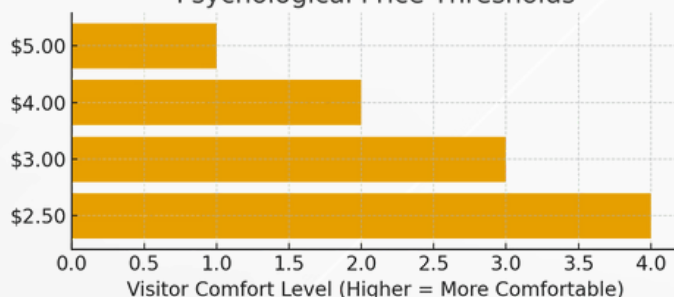
- Unexpected compared to other coastal cities



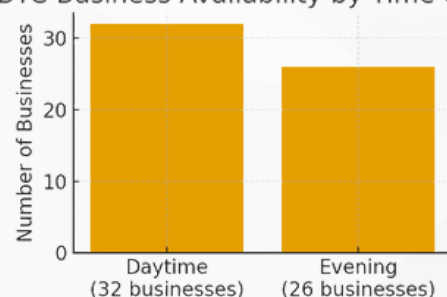
A deterrent for coffee stops, browsing, short retail trips, and quick lunch pickups

- This perception directly impacts daytime vibrancy, walkability, and repeat visitation.

Psychological Price Thresholds



BTC Business Availability by Time of Day



KEY TAKEAWAY

A balance parking strategy must reflect BTC's dual nature:

- Daytime community + retail activity requires welcoming pricing
- Evening dining supports higher demand periods

Parking Rate Analysis Summary

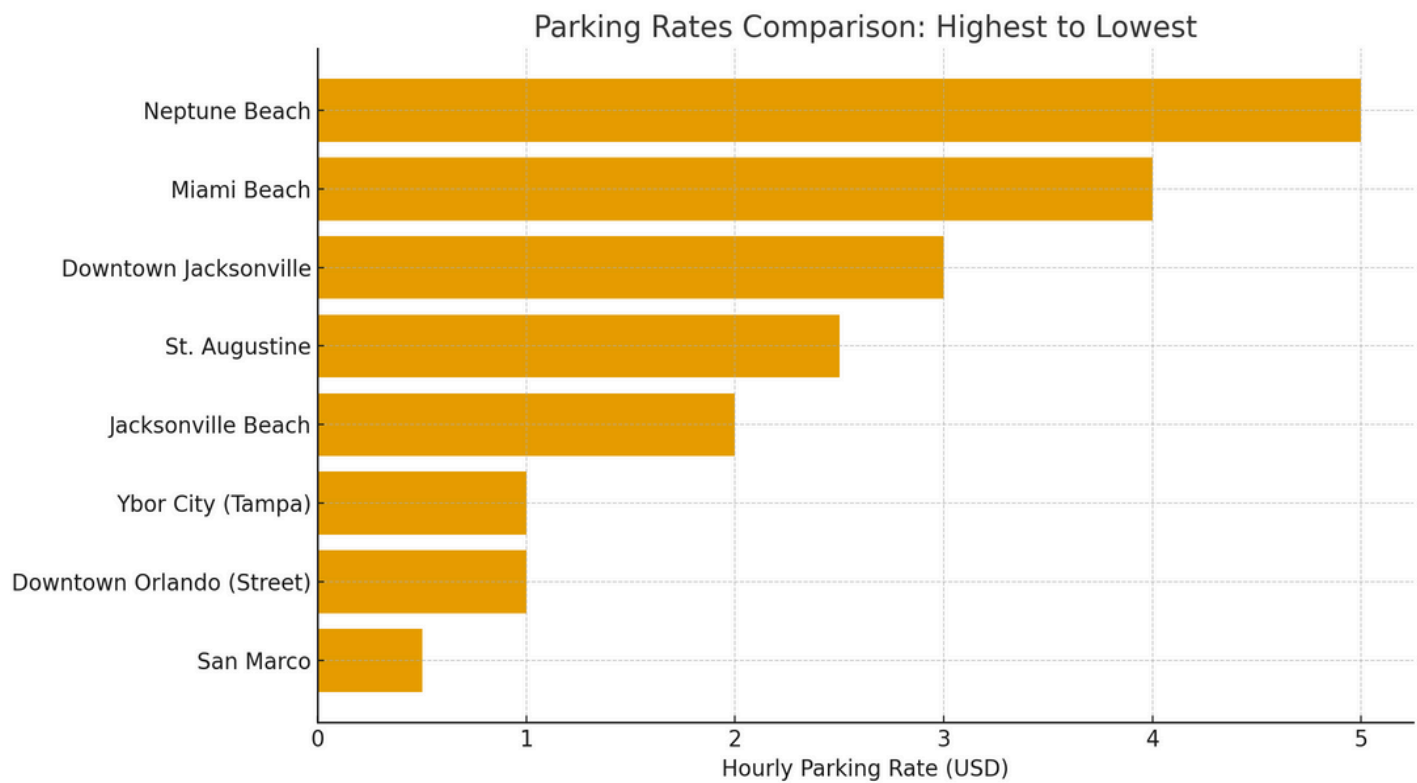
Key Findings:

- Neptune Beach charges the highest hourly parking rate at **\$5.00/hr**, exceeding all benchmarked Florida cities.
- Miami Beach, a major tourist destination, is lower at **\$4.00/hr**.
- Downtown Jacksonville, Orlando, and Tampa (Ybor City) all fall between **\$1.00–\$3.00/hr**.
- Historic/tourism districts like St. Augustine and Ybor City remain significantly lower at **\$2.50/hr** and **\$1.00/hr** respectively.
- Neptune Beach’s rate is **5x Orlando**, **5x Ybor City**, and **10x San Marco**.

CONCLUSION

Neptune Beach is the highest-priced parking environment among peer coastal and metropolitan cities. This discrepancy impacts visitor behavior, merchant traffic, workforce parking, and overall perception of accessibility.

Parking Rate Comparison Chart



Updated Parking Rate Comparison (Highest → Lowest)

1. Neptune Beach – \$5.00/hr (Highest by far)
2. Miami Beach – \$4.00/hr
3. Downtown Jacksonville – \$3.00/hr
4. St. Augustine – \$2.50/hr
5. Jacksonville Beach – \$2.00/hr
6. Ybor City (Tampa) – \$1.00/hr
7. Downtown Orlando (Street) – \$1.00/hr
8. San Marco – \$0.50/hr

<https://www.nbfl.gov/north-beaches-parking>

<https://www.jacksonvillebeach.org/324/Paid-Parking-Information->

<https://oldcity.com/st-augustine-parking/>

<https://www.miamibeachfl.gov/city-hall/parking/parking-meter-rates/>

BUSINESS MIX:

DAYTIME & EVENING PATTERNS

DAYTIME ECONOMY (10A–6P)

- 16 Retailers
- 3 Breakfast Restaurants
- 12 Lunch Restaurants

PRIMARY ANCHORS

- Coffee, Strolling, Shopping, Casual
- Day Beach Visits

VISITOR BEHAVIOR

- Highly price sensitive
- Short, discretionary trips
- Impulse-based decisions

IMPACT OF PARKING

- \$5 rate deters browsing + quick stops
- Directly affects daytime vibrancy & walkability

EVENING ECONOMY (5P–2A)

- 26 Dinner Restaurants
- 3 Social Bars

PRIMARY ANCHORS

- Destination Dining
- Longer Stays
- Nightlife Energy

VISITOR BEHAVIOR

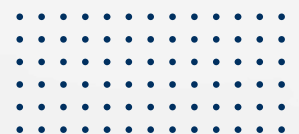
- Less price sensitive
- Visits are planned
- Often use valet or validation

IMPACT OF PARKING

- Higher rates are acceptable

Daytime & Evening Economy Patterns Summary

Beaches Town Center operates on a dual-economy rhythm. During the day, the district depends heavily on short, discretionary visits—shopping, coffee, strolling, and boutique browsing—while simultaneously accommodating beachgoers who often park for 2–5 hours at a time. These daytime beach visitors, though positive for overall activity, naturally occupy parking spaces that retail businesses rely on for quick customer turnover. In contrast, the evening economy is driven by destination dining and the bar/social scene, where visitors plan longer outings, typically arriving after 5 p.m. and staying for extended periods. This evening pattern aligns well with higher parking rates and validation programs, as guests expect longer stays and are less price-sensitive. The key difference is that daytime parking must support frequent, short-duration visits, while evening parking can sustain longer, planned stays without constraining retail turnover.



DEMOGRAPHICS SUMMARY & COMPARATIVE ANALYSIS

Overview

Beaches Town Center (BTC) functions as a regional coastal gathering place, serving far more people than the populations of Atlantic Beach (AB) and Neptune Beach (NB) alone. While BTC offers a vibrant mix of retail, dining, and walkable public spaces, its two host cities are among the smallest coastal municipalities in Florida to operate a paid-parking program—and the only ones charging \$5/hour.

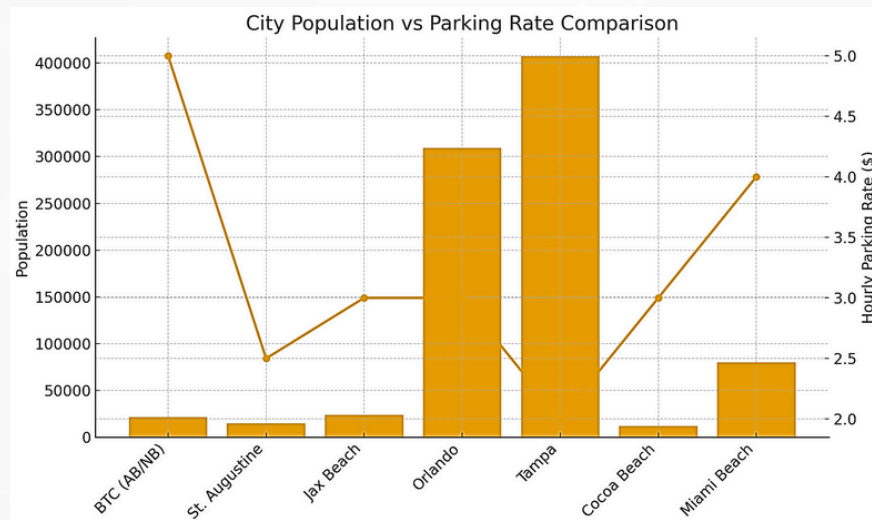
This makes demographic context critical to understanding how the parking program affects daytime vitality, visitor flow, and business sustainability.

Local Population Snapshot (Primary BTC Municipalities)

City	Population	Local Shopper Base	Notes
Atlantic Beach	~14,000	Very small	High % of second homes in coastal zone
Neptune Beach	~7,300	Extremely Small	Small Communities
Combined BTC Footprint	~21,300	Insufficient to sustain daytime retail	Depends on surrounding communities

Insight:

Even at full participation, AB/NB populations cannot sustain BTC's retail and daytime economy, which requires high-frequency visitation from Jacksonville, Ponte Vedra, Nocatee, the Beaches corridor, and tourism zones.



Why Demographics Matter for Parking Policy

Larger cities can sustain businesses through local population density alone. BTC cannot.

A strong portion of its economic health relies on:

- Regional day-visitors
- Beachgoers
- Shoppers traveling from outside the AB/NB limits
- Lunch & dinner guests from greater Jacksonville
- Tourists staying in nearby beach accommodations

A daytime parking rate that discourages quick visits dramatically affects BTC more than it would in cities with populations in the hundreds of thousands.

BTC VS MAJOR FLORIDA PAID-PARKING CITIES

Northeast Florida + Statewide Coastal Benchmarks				
City	Population	Tourism/Attractions	Paid Parking Rate	Comparable to BTC?
Beaches Town Center (AB/NB)	~21,300 combined	No major attractions	\$5/hr	No — smallest city with highest rate
St. Augustine	~15,000 city / 70,000 metro	Historic district, museums, attractions	~\$2.50/hr	No — high attraction density
Jacksonville Beach	~24,000	Pier, events, active tourism	\$1–\$3/hr	Closest to BTC, but larger and more tourism-supported
Orlando	309,000	Global attractions, conventions	\$2–\$3/hr	No comparison — huge visitation
Tampa	407,000	Waterfront district, Riverwalk, major venues	\$2/hr	No comparison — major city scale
Cocoa Beach	12,000	Beach tourism, surf destinations	~\$3/hr	Yes — but still lower rate than BTC
Miami Beach	80,000 (daytime > 200,000)	National tourism hub	~\$4/hr	No — massive tourism economy

Key Demographic Insights

- ▶ BTC is the smallest district charging the highest rate. No other Florida coastal city with a population under 30,000 charges \$5/hour.
- ▶ BTC lacks year round density, AB/NB cannot provide the volume of daily shoppers needed to sustain retail from 10a to 6p.
- ▶ BTC has no anchoring attractions unlike St. Augustine, Orlando, Tampa or Miami Beach.

BTC Relies Entirely on:

- Retail
- Restaurants
- Beach Access
- Walkability
- Lifestyle Charm

BTC Relies Entirely on:

- Jacksonville Beach
- Atlantic/Neptune Beach Adjoining neighborhoods
- Intracoastal/Isle of Palms
- South Jacksonville
- Ponte Vedra
- Hotel and Short Term Guests

**These visitors feel the full rate \$5 impact

Why This Matters for Parking Strategy

A parking model that assumes BTC can sustain itself on local AB/NB residents alone is not supported by demographic or economic reality.

To maintain: Daytime retail traffic, A welcoming brand identity, Balanced business vibrancy, Community accessibility and visitor satisfaction– the parking approach must reflect... BTC's unique demographic constraints and its reliance on regional visitation, **NOT LOCAL DENSITY.**

FLORIDA PARKING RATE BENCHMARKING



Overview

To understand where Beaches Town Center stands among Florida cities with paid parking, this benchmark evaluates hourly rates for comparable coastal and tourism districts. Most cities with paid beach or tourism parking have far larger populations, major attractions, or year-round tourism economies.

BTC is the smallest district in Florida charging the highest hourly rate.

Hourly On-Street Parking Rates Across Florida Cities

City/District	Hourly Rate	Context/Characteristics
Tampa	\$2.00	Large city; stadiums, Riverwalk, event venues
St. Augustine	\$2.50	Major tourist hub; historic attractions
Jacksonville Beach	\$1.00 - \$3.00	Regional tourism; active events; pier
Orlando	\$2.00 - \$3.00	Major national visitor market; theme parks
Cocoa Beach	\$3.00	High beach tourism; surf destinations
Miami Beach	\$4.00	Global tourism center; heavy demand
Beaches Town Center AB/NB	\$5.00	Smallest population; no attractions; relies on regional visitors

Why BTC Stands Out

BTC’s \$5/hour rate places it above every city in its competitive set, despite:

- No museums, attractions, or anchor venues
- No major tourism inflow
- A small, low-density local population
- A business model built on short visits, browsing, and casual daytime activity
- Reliance on Jacksonville, Ponte Vedra, and regional visitors

High daytime pricing impacts the very segment BTC relies on most.

Florida Benchmark Conclusion:

A successful parking strategy for BTC must reflect its true peer group—small coastal towns where retail, restaurants, and community vibrancy depend on accessibility and a welcoming daytime environment.

VISITOR BEHAVIOR & PSYCHOLOGICAL PRICE THRESHOLDS

Overview

Visitor behavior at Beaches Town Center shows a very clear relationship between price sensitivity and daytime visitation patterns. Because BTC relies heavily on short, discretionary visits—shopping, coffee, strolling, beach access—the perceived fairness of parking prices plays an outsized role in whether visitors stay, return, or choose alternative destinations.

Visitors consistently describe the following thresholds during the first weeks of the program:

● **\$2.50 Feels Welcoming & Reasonable**

- Aligns with similar coastal towns.
- Comfortable for quick stops, browsing, and daytime retail.
- Creates a “come and go freely” feeling.

● **\$3.00 Borderline but Acceptable**

- Still reasonable, but pushes toward the upper limit for daytime casual visits.
- Works if paired with strong turnover and clear benefits.

● **\$4.00 Feel High**

- Visitors say \$4.00 already feels expensive.
- Value perception begins to shift negatively.

● **\$5.00 Equivalent to a Deterrent**

- Visitors view this as a “premium tourist rate.”
- For daytime trips, \$5 = “I’ll skip it” or “I’ll go somewhere else.”
- This is the most significant friction point for daytime vibrancy.

INSIGHT:

Price perception at BTC is not about the dollar amount—it is about the message it sends.

**Visitors interpret \$5/hour during daytime as:
“Not worth stopping unless it’s a full outing.”**

This is fundamentally misaligned with BTC’s daytime rhythm.



A welcoming visitor experience begins in the parking lot.

When pricing aligns with the natural rhythm of BTC
daytime accessibility + evening demand—the entire district benefits.



IMPACT ON COMMUNITY VIBRACY

Daytime Activity Declines When Parking Feels UNWELCOMING. 10A TO 6P

BTC RELIES HEAVILY ON:

- Casual Shopping
- Lunch Stops
- Boutique Browsing
- Local Errands
- Beach Access

These trips disappear quickly when parking is perceived as expensive or inconvenient.

BTC IDENTITY IS BUILT ON BEING WALKABLE + WELCOMING

HIGH DAYTIME FRICTION DISRUPTS:

- Foot Traffic
- Retail Energy and Synergy
- Public Space Usage
- An inviting “coastal village” atmosphere BTC known for

REDUCED DAYTIME FLOW CREATES “DEAD ZONES”

WHEN DAYTIME VISITATION DROPS, BTC EXPERIENCES 5-7 HOURS OF REDUCED:

- Safety (fewer eyes on the street)
- Economic Lift
- Community Presence
- Organic Vibrancy

IMPACT ON BUSINESS DIVERSITY

Retail (10 a.m.–6 p.m.) Most sensitive to pricing.

Retail depends on:

- Frequent small visits
- Repeat customers
- Visitors “dropping in”
- Multi-stop browsing

Daytime friction harms this economic layer first and most significantly.

Restaurants (5 p.m.–10 p.m.) Less sensitive to pricing.

- Dinner outings are:
- Planned
- Longer
- Often validated or valeted
- High-value experiences

Restaurants can absorb higher evening rates without losing demand.

Outcome:

BTC’s two-part economy thrives when daytime access is affordable and evening access is structured for demand.

WHY THIS MATTERS FOR THE CITIES OF AB & NB

BTC is a shared community asset, not just a business district!

The Visitor Experience Drives:

Economic Health, Public Space Vitality, Neighborhood Identity, Local Pride, Long Term Livability

A parking structure that feels welcoming, balanced, and fair reinforces the values Atlantic Beach and Neptune Beach have built their reputations upon.

SUGGESTED PARKING RATE MODELS

MODEL 1

Day/Night Split Rate

- Daytime (10a–5p): \$2.50/hr
- Evening (5p–12A): \$5.00/hr

Aligns pricing with actual demand
Reduces daytime friction
Maintains strong evening revenue

MODEL 2

Seasonal Tiered Rates

- High Season: \$3.50/hr
- Shoulder Season: \$3.00/hr
- Low Season: \$2.00/hr

Reflects natural coastal demand
Supports slower retail months
Balances revenue year-round

MODEL 3

First – Hour Friendly

- First Hour: \$2.00
- Additional Hours: \$2.50 to \$3.50

Encourages quick, frequent visits
Supports retail + daytime turnover
Removes barrier for short stops

KEY INSIGHT:

The most successful coastal communities use timed rates, not flat rates, to balance daytime accessibility and evening demand. BTC can do the same—while strengthening revenue and community vibrancy.

GOALS & OBJECTIVES FOR A WELCOMING PARKING STRATEGY



OVERVIEW

A PARKING STRATEGY FOR BEACHES TOWN CENTER MUST BALANCE VISITOR EXPERIENCE, ECONOMIC VITALITY, COMMUNITY IDENTITY, AND MUNICIPAL REVENUE GOALS. THE OBJECTIVE IS NOT SIMPLY TO ADJUST PRICING, BUT TO CREATE A SYSTEM THAT REINFORCES BTC'S IDENTITY AS A WELCOMING, WALKABLE, AND ECONOMICALLY VIBRANT COASTAL DISTRICT. THESE GOALS ENSURE THAT DAYTIME ACCESS, EVENING DINING, AND NEIGHBORHOOD CHARACTER ALL THRIVE TOGETHER.

Goal 1 — Strengthen Daytime Accessibility

BTC's daytime economy relies heavily on short, casual visits.

Objectives:

- Reduce friction for shoppers, coffee stops, and lunch visitors.
- Encourage multi-store browsing and local errands.
- Support retail turnover through affordable short-duration stays.

Goal 2 — Maintain Strong Evening Revenue Performance

Evening diners can support higher parking rates due to planned, longer visits.

Objectives:

- Align pricing with evening demand and visitor expectations.
- Preserve parking availability around restaurants during peak dining hours.
- Support valet and validation programs without discouraging visitation.

Goal 3 — Enhance the Visitor Experience From Arrival to Departure

First impressions begin at the parking space.

Objectives:

- Ensure rates feel welcoming, fair, and easy to understand.
- Improve perceived value of BTC as a friendly coastal district.
- Reduce the "premium tourist district" impression created by \$5 daytime rates.

Goal 4 — Support Retail, Restaurants, and Public Spaces Equitably

BTC functions as a two-part economy—daytime retail and evening dining.

Objectives:

- Calibrate pricing to match the natural rhythm of the district.
- Protect retail viability during 10 a.m.–6 p.m.
- Maintain strong restaurant activity from 5 p.m.–10 p.m.

Goal 5 — Align Parking Revenue With Sustainable Community Vibrancy

A successful parking program should support—not strain—its local economy.

Objectives:

- Implement time-sensitive pricing (day vs evening).
- Consider seasonal patterns, tourism shifts, and weather effects.
- Stabilize revenue through smart, predictable rate models.

Goal 6 — Reinforce BTC's Identity as a Welcoming Coastal Destination

Community character is one of BTC's strongest assets.

Objectives:

- Preserve walkability and pedestrian flow.
- Maintain lively public spaces throughout the day.
- Strengthen the district's reputation as accessible and boutique-friendly.

A **welcoming parking strategy is not about lowering rates**—it's about aligning the program with BTC's real visitor patterns, economic structure, and long-standing identity as the community's most vibrant coastal gathering place.

CLOSING SUMMARY & PATH FORWARD

Beaches Town Center is a uniquely walkable, vibrant, and welcoming coastal district—one that depends on a delicate balance of daytime retail activity and evening dining energy. The first weeks of the parking program have shown that daytime visitors are highly price-sensitive, while evening diners remain comfortable with higher rates. This difference is essential: BTC's daytime hours rely on short visits, browsing, coffee stops, and local errands, while evenings benefit from planned, longer-duration restaurant visits.

Benchmarking against peer coastal cities shows that BTC is the smallest community in Florida with the highest hourly rate, despite having no large attractions, limited local population density, and a business model built on frequent, discretionary visitation. This makes BTC far more sensitive to daytime pricing friction than larger, tourism-anchored destinations. A welcoming, accessible parking environment supports the very qualities that make BTC successful: vibrancy, repeat visitation, community pride, and economic health.

Path Forward

A thoughtful, balanced parking strategy will ensure that BTC remains a thriving coastal community destination. The following steps create a clear path toward a more aligned, community-centered approach:

1. Adopt a Calibrated Rate Model

Select a model—Day/Night Split, Seasonal Tiered, or First-Hour Friendly—that reflects BTC's true demand patterns and visitor behavior.

2. Prioritize Daytime Accessibility

Support retail turnover, quick visits, and casual daytime activity with pricing that feels welcoming and fair.

3. Preserve Strong Evening Performance

Maintain higher rates during evening dining hours when demand is highest and visitor sensitivity is lowest.

4. Improve Visitor First Impressions

Clarify wayfinding, simplify rate messaging, and reinforce BTC's identity as a friendly, approachable coastal district.

5. Monitor Visitor Feedback & Program Data

Track trends across seasons, weather changes, event weekends, and retail/dining patterns to fine-tune the strategy over time.

6. Keep Focus on Community Vibrancy

Ensure that parking policies contribute positively to walkability, safety, business diversity, and overall neighborhood character.

A welcoming community starts with a welcoming arrival.

By aligning parking policy with BTC's natural daytime-evening rhythm, demographic realities, and visitor expectations, Atlantic Beach and Neptune Beach can strengthen both economic vitality and the long-term identity of this cherished coastal district.

**INTERLOCAL AGREEMENT FOR PAID PARKING
PROGRAM AT BEACHES TOWN CENTER**

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into on 7th day of October, 2019 (the "Effective Date"), by and between the City of Neptune Beach, a municipal corporation located at 116 First Street, Neptune Beach, Florida 32266 (hereinafter, "Neptune Beach"), and the City of Atlantic Beach, a municipal corporation located at 800 Seminole Road, Atlantic Beach, Florida 32233 (hereinafter, "Atlantic Beach"). Neptune Beach and Atlantic Beach shall be referred to collectively as, the "Parties".

WHEREAS, to the extent the terms in this Agreement conflict with terms exclusive to parking management in the 1996 Interlocal Agreement between Neptune Beach, Atlantic Beach, the City of Jacksonville and Beaches Town Center Agency, the terms of this Agreement shall control.

WHEREAS, Neptune Beach intends to install, operate, and administer a pay-for-parking program in the Beaches Town Center area as more particularly described in Attachment A, attached hereto and made a part hereof (the North Beaches Parking Program, hereinafter the "Parking Program").

WHEREAS, the Parking Program will encompass certain publicly-owned property and rights of way located within the boundaries of Atlantic Beach and Neptune Beach, as more particularly described in Attachment A.

WHEREAS, Neptune Beach and Atlantic Beach intend to cooperate and coordinate in the implementation and administration of the Parking Program.

WHEREAS, Neptune Beach and Atlantic Beach have enacted paid parking ordinances to address the authority and regulatory scheme associated with the Parking Program.

WHEREAS, Neptune Beach and Atlantic Beach intend to jointly designate a District Parking Operator ("DPO") agreeable to both cities to implement the Parking Program as further defined below in accordance with the applicable ordinances of Neptune Beach and Atlantic Beach.

WHEREAS, to more efficiently and effectively administer the Parking Program, the Parties intend to memorialize their responsibilities and obligations with regards to said Parking Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Obligations of the Parties and Cost Sharing of the Parking Program

1. The above recitals are incorporated as if set forth fully herein.
2. Neptune Beach shall be solely responsible to enter into an agreement with a jointly-designated DPO for the purpose of implementing the Parking Program and providing the services as more particularly described herein. Neptune Beach may, in its discretion, upon ninety (90) days prior

written notice to Atlantic Beach, elect to proceed without a DPO at any time. In such event, Neptune Beach shall be responsible for all obligations of the DPO under this Agreement, provided, however, Atlantic Beach may elect to terminate this Agreement in accordance with Section 8 or 13, as may be applicable.

3. Neptune Beach, either directly or through the DPO, shall be responsible for all costs for materials, hardware, software, installation of equipment, repair, maintenance, replacement, and upgrades of equipment, employee training and certification, if needed, and other such related costs to administer the Parking Program.
4. Neptune Beach shall cause the DPO to maintain and keep all appropriate accounting records related to the operation of the Parking Program and shall provide to Neptune Beach and Atlantic Beach a monthly accounting report, identifying all revenue, costs and expenses of the Parking Program, including without limitation, the specific amount of gross revenue generated from parking spaces located within duly designated parking zones within Atlantic Beach and Neptune Beach, respectively. In the event of Neptune Beach's failure to cause the DPO to do so, Neptune Beach shall be responsible for same.
5. Neptune Beach shall annually, on or before July 1 of each year, prepare and provide to Atlantic Beach, an annual proposed budget for the Parking Program. Atlantic Beach shall have the right, at its expense, to audit the Parking Program records of the DPO and Neptune Beach.
6. Neptune Beach shall remit to Atlantic Beach, on a monthly basis (with Year One to begin on October 1, 2019 and end on September 30, 2020 and years Two, Three, Four and Five to likewise follow), a total of seventy percent (70%) of all gross revenue generated by the fees, fines and rentals of the parking spaces located within duly designated parking zones within Atlantic Beach.
7. The remaining thirty percent (30%) of said gross revenue shall constitute Atlantic Beach's entire obligation towards the costs and expenses for the operation of the Parking Program and shall be retained by Neptune Beach.
8. The Parties agree that annually, but no later than September 1 of each year, they shall each review the proportional amounts described in Sections 6 and 7 above and determine whether any adjustments should be made. In the event the Parties do not agree on the proportional amounts for the fiscal year going forward, then either Party may provide written notice of termination to the other Party no later than September 1 of the applicable year, which termination shall be effective as of October 1 of the same year.
9. The Parties respective performance and obligations under this Agreement are contingent upon each Party's adoption of an annual budget containing appropriations as may be appropriate and necessary to carry out this Agreement.

Parking Program and DPO Responsibilities

10. The agreement between the City of Neptune Beach and the DPO shall generally provide for the following:
- a. The jointly designated DPO shall administer and operate the Parking Program in accordance with this Agreement, the Neptune Beach and Atlantic Beach Codes of Ordinances and Florida law, as applicable.
 - b. With written consent from the City Manager of Atlantic Beach and the City Manager of Neptune Beach, the DPO may make modifications, alterations, adjustments, and other such decisions related to the administration, operation and enforcement of the Parking Program in accordance with the paid parking and other applicable ordinances of Neptune Beach and Atlantic Beach, respectively.
 - d. The DPO shall be solely responsible for collecting all parking payments, enforcement penalties and fees, and other such revenue generated from the Parking Program in accordance with the ordinances of Neptune Beach and Atlantic Beach and shall remit same to Neptune Beach. The DPO shall provide to Neptune Beach and Atlantic Beach monthly accounting reports regarding all revenue and expenses associated with operation of the Parking Program, including without limitation, the information referenced in Section 4 above.

Default and Remedies

11. A default shall consist of the breach or anticipatory breach of any covenant, agreement, representation, provision or warranty entered into between Atlantic Beach and Neptune Beach relating to the Parking Program. If a default, breach or anticipatory breach occurs, the Party not in default may, at any time or from time to time, pursue to enforce its remedy under this Agreement by suit in equity, action at law or by any other appropriate proceeding, for damages or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations; provided, however, the Parties shall, prior to initiating any court proceedings, initiate the conflict resolution procedures set forth in Chapter 164, Florida Statutes. No Party shall act upon any default until it has given the Party in default written notice of the default and thirty (30) days within which to cure the default.

General Provisions

12. Term. Subject to the provisions of Section 9 above, the term of this Agreement shall be for a period of five (5) years from the Effective Date. This Agreement may be extended thereafter on an annual basis by way of written approval of such extension from each of the Parties following the adoption of Resolutions by the Parties' governing boards.

13. Termination. Except as provided in Section 8 above, either Party may terminate this Agreement by providing ninety (90) days written notice of its intent to do so to the other Party.

a. In the event of any termination by Atlantic Beach pursuant to this Agreement, Atlantic Beach shall pay to Neptune Beach prior to the effective date of the termination, a termination fee calculated as follows:

- if during Year One (October 1, 2019 through September 30, 2020), \$45,126.90, decreased on a pro rata basis for each month prior to the effective date of termination;
- if during Year Two (October 1, 2020 through September 30, 2021), \$24,392.29, decreased on a pro rata basis for each month prior to the effective date of termination;
- if during Year Three (October 1, 2021 through September 30, 2022), \$18,294.22, decreased on a pro rata basis for each month prior to the effective date of termination;
- if during Year Four (October 1, 2022 through September 30, 2023), \$11,433.89, decreased on a pro rata basis for each month prior to the effective date of termination;
- if during Year Five (October 1, 2023 through September 30, 2024), \$5,716.94.

Thereafter, should the Parties extend the term of this Agreement, no termination fee will be due. Further, should Atlantic Beach desire to retain the kiosks located within Atlantic Beach, Atlantic Beach shall also remit to Neptune Beach an amount equal to \$9,081.00 for each kiosk, prorated at a depreciation rate of 12.5% per year.

b. In the event Neptune Beach terminates this Agreement, then Atlantic Beach may, in its sole discretion, elect to discontinue the Parking Program at no cost to Atlantic Beach or elect to continue to operate the Parking Program within the boundaries of Atlantic Beach, in which case, Atlantic Beach would be responsible for operating expenses as of the effective date of termination and, should Atlantic Beach desire to retain the kiosks within Atlantic Beach, Atlantic Beach shall pay to Neptune Beach an amount equal to \$9,081.00 for each kiosk, prorated at a depreciation rate of 12.5% per year.

14. Binding. This Agreement binds the Parties and their respective successors and assigns in all respect to all terms, conditions, covenants and provisions of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the Parties,

nor shall it be considered as giving any right or benefit hereunder to anyone other than the Parties, their successors and assigns.

15. All Parties agree to comply with all applicable laws, rules and regulations, federal, state and local, in its performance under this Agreement and its implementation.
16. No waiver by any party at any time of any of the terms, conditions, covenants and agreements herein, or of any default, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof.
17. Entirety. This Agreement constitutes the entire present agreement between the Parties. No change in, modification of, or supplement to this Agreement shall be valid or enforceable unless it is enacted in writing and executed by each of the Parties.
18. Conflicts. No member, officer or employee of the governing body of the City of Atlantic Beach or City of Neptune Beach, and no other public official of either such City who exercises any functions or responsibilities with respect to the Parking Program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Parking Program maintained under this Agreement.
19. Notices. Notices to be provided in accordance with this Agreement shall be delivered by U.S. Mail, return receipt requested, hand delivery or traceable overnight delivery service and addressed as follows:

City of Neptune Beach
c/o City Manager
116 First Street
Neptune Beach, FL 32266

With a copy to:
Zachary Roth, City Attorney
8818 Goodby's Executive Drive
Suite 100
Jacksonville, FL 32217

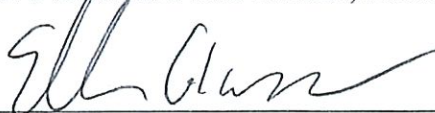
City of Atlantic Beach
c/o Joe Gerrity, City Manager
800 Seminole Road
Atlantic Beach, FL 32233

With a copy to:
Brenna M. Durden, City Attorney
Lewis, Longman & Walker, P.A.
245 Riverside Avenue, Suite 150
Jacksonville, FL 32202

20. Indemnification. Atlantic Beach, to the extent of a claim or judgment by any one person which does not exceed the sum of \$200,000 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments arising out of the same occurrence, does not exceed the sum of \$300,000, shall indemnify Neptune Beach for any and all damages relating to the Parking Program, including reasonable attorneys' fees and costs (prior to and at trial, and through appeal) to the extent arising from the negligence or willful misconduct of Atlantic Beach and its officials, agents, contractors and employees. Neptune Beach, to the extent of a claim or judgment by any one person which does not exceed the sum of \$200,000 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments arising out of the same occurrence, does not exceed the sum of \$300,000, shall indemnify Atlantic Beach for any and all damages relating to the Parking Program, including reasonable attorneys' fees and costs (prior to and at trial, and through appeal) to the extent arising from the negligence or willful misconduct of Neptune Beach and its officials, agents, contractors (including without limitation, the DPO) and employees. Nothing in this Agreement nor any action relating to this Agreement shall be construed as a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, by either Atlantic Beach or Neptune Beach. Additionally, there are no third party beneficiaries to this Agreement.
21. The Parties agree that the DPO may initiate services under this Agreement prior to October 1, 2019 and that reports, fees and data shall be provided in accordance with this Agreement, but that any period prior to October 1, 2019 shall not be included in Year One under this Agreement.

****SIGNATURE PAGE TO FOLLOW****

CITY OF ATLANTIC BEACH, FLORIDA


Ellen Glasser, Mayor

Attest:



Donna L. Bartle, City Clerk

Approved as to Form and Content:


Brenna M. Darden, City Attorney

CITY OF NEPTUNE BEACH, FLORIDA

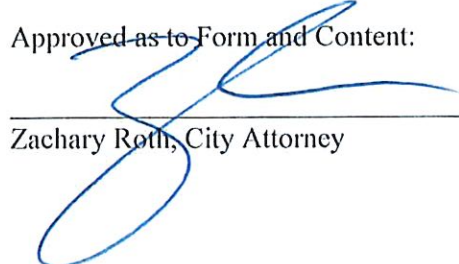

Elaine Brown, Mayor

Attest:



Catherine Ponson, City Clerk

Approved as to Form and Content:


Zachary Roth, City Attorney

INTERLOCAL AGREEMENT FOR PAID PARKING
PROGRAM AT BEACHES TOWN CENTER

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into on ____ day of _____, 2025 (the "Effective Date"), by and between the City of Neptune Beach, a municipal corporation located at 116 First Street, Neptune Beach, Florida 32266 (hereinafter, "Neptune Beach"), and the City of Atlantic Beach, a municipal corporation located at 800 Seminole Road, Atlantic Beach, Florida 32233 (hereinafter, "Atlantic Beach"). Neptune Beach and Atlantic Beach shall be referred to collectively as the "Parties".

Commented [MK1]: New program launched 11/20/25

WHEREAS, to the extent the terms in this Agreement conflict with terms exclusive to parking management in the 1996 Interlocal Agreement between Neptune Beach, Atlantic Beach, the City of Jacksonville and Beaches Town Center Agency, the terms of this Agreement shall control.

WHEREAS, Neptune Beach intends to install, operate, and administer a pay-for-parking program in the Beaches Town Center area as more particularly described in Attachment A, attached hereto and made a part hereof (the North Beaches Parking Program, hereinafter the "Parking Program").

WHEREAS, the Parking Program will encompass certain publicly owned property and rights of way located within the boundaries of Atlantic Beach and Neptune Beach, as more particularly described in Attachment A.

WHEREAS, Neptune Beach and Atlantic Beach intend to cooperate and coordinate in the implementation and administration of the Parking Program.

WHEREAS, Neptune Beach and Atlantic Beach have enacted paid parking ordinances to address the authority and regulatory scheme associated with the Parking Program.

WHEREAS, Neptune Beach and Atlantic Beach intend to jointly designate a District Parking Operator ("DPO") agreeable to both cities to implement the Parking Program as further defined below in accordance with the applicable ordinances of Neptune Beach and Atlantic Beach.

WHEREAS, to more efficiently and effectively administer the Parking Program, the Parties intend to memorialize their responsibilities and obligations with regards to said Parking Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Obligations of the Parties and Cost Sharing of the Parking Program

1. The above recitals are incorporated as if set forth fully herein.
2. Neptune Beach shall be solely responsible to enter into an agreement with a jointly designated DPO for the purpose of implementing the Parking Program and providing the services as more particularly described herein. Neptune Beach may, in its discretion, upon ninety (90) days prior written notice to Atlantic Beach, elect to proceed without a DPO at any time. In such event, Neptune Beach shall be responsible for all obligations of the DPO under this Agreement, provided, however, Atlantic Beach may elect to terminate this Agreement in accordance with Section 8 or 13, as may be applicable.
3. Neptune Beach, either directly or through the DPO, shall be responsible for all costs for materials, hardware, software, installation of equipment, repair, maintenance, replacement, and upgrades of equipment, employee training and certification, if needed, and other such related costs to administer the Parking Program.
4. Neptune Beach shall cause the DPO to maintain and keep all appropriate accounting records related to the operation of the Parking Program and shall provide to Neptune Beach and Atlantic Beach a monthly accounting report, identifying all revenue, costs and expenses of the Parking Program, including without limitation, the specific amount of gross revenue generated from parking spaces located within duly designated parking zones within Atlantic Beach and Neptune Beach, respectively. In the event of Neptune Beach's failure to cause the DPO to do so, Neptune Beach shall be responsible for same.
5. Neptune Beach shall annually, on or before July 1 of each year, prepare and provide to Atlantic Beach, an annual proposed budget for the Parking Program. Atlantic Beach shall have the right, at its expense, to audit the Parking Program records of the DPO and Neptune Beach.
6. Neptune Beach shall remit to Atlantic Beach, on a monthly basis (with Year One to begin on October 1, 2019 and end on September 30, 2020 and years Two, Three, Four and Five to likewise follow), a total of seventy percent (70%) of all gross revenue generated by the fees, fines and rentals of the parking spaces located within duly designated parking zones within Atlantic Beach.
7. The remaining thirty percent (30%) of said gross revenue shall constitute Atlantic Beach's entire obligation towards the costs and expenses for the operation of the Parking Program

Commented [MK2]: Needs input. This has not changed, even though out of contract

Commented [MK3]: Needs input.

and shall be retained by Neptune Beach.

8. The Parties agree that annually, but no later than September 1 of each year, they shall each review the proportional amounts described in Sections 6 and 7 above and determine whether any adjustments should be made. In the event the Parties do not agree on the proportional amounts for the fiscal year going forward, then either Party may provide written notice of termination to the other Party no later than September 1 of the applicable year, which termination shall be effective as of October 1 of the same year.
9. The Parties respective performance and obligations under this Agreement are contingent upon each Party's adoption of an annual budget containing appropriations as may be appropriate and necessary to carry out this Agreement.

Parking Program and DPO Responsibilities

10. The agreement between the City of Neptune Beach and the DPO shall generally provide for the following:
 - a. The jointly designated DPO shall administer and operate the Parking Program in accordance with this Agreement, the Neptune Beach and Atlantic Beach Codes of Ordinances and Florida law, as applicable.
 - b. With written consent from the City Manager of Atlantic Beach and the City Manager of Neptune Beach, the DPO may make modifications, alterations, adjustments, and other such decisions related to the administration, operation and enforcement of the Parking Program in accordance with the paid parking and other applicable ordinances of Neptune Beach and Atlantic Beach, respectively.
 - c. The DPO shall be solely responsible for collecting all parking payments, enforcement penalties and fees, and other such revenue generated from the Parking Program in accordance with the ordinances of Neptune Beach and Atlantic Beach and shall remit same to Neptune Beach. The DPO shall provide to Neptune Beach and Atlantic Beach monthly accounting reports regarding all revenue and expenses associated with operation of the Parking Program, including without limitation, the information referenced in Section 4 above.

Default and Remedies

11. A default shall consist of the breach or anticipatory breach of any covenant, agreement, representation, provision or warranty entered into between Atlantic Beach and Neptune Beach relating to the Parking Program. If a default, breach or anticipatory breach occurs, the Party not in default may, at any time or from time to time, pursue to enforce its remedy under this Agreement by suit in equity, action at law or by any other appropriate proceeding, for damages or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations; provided, however, the Parties shall, prior to initiating any court proceedings, initiate the conflict resolution procedures set forth in Chapter 164, Florida Statutes. No Party shall act upon any default until it has given the Party in default written notice of the default and thirty (30) days within which to cure the default.

General Provisions

12. Term. Subject to the provisions of Section 9 above, the term of this Agreement shall be for a period of five (5) years from the Effective Date. This Agreement may be extended thereafter on an annual basis by way of written approval of such extension from each of the Parties following the adoption of Resolutions by the Parties' governing boards.
13. Termination. Except as provided in Section 8 above, either Party may terminate this Agreement by providing ninety (90) days written notice of its intent to do so to the other Party.
- a. In the event of any termination by Atlantic Beach pursuant to this Agreement, Atlantic Beach shall pay to Neptune Beach prior to the effective date of the termination, a termination fee calculated as follows:
- i. if during Year One (October 1, 2019 through September 30, 2020), \$45,126.90, decreased on a pro rata basis for each month prior to the effective date of termination;
 - ii. if during Year Two (October 1, 2020 through September 30, 2021), \$24,392.29, decreased on a pro rata basis for each month prior to the effective date of termination;
 - iii. if during Year Three (October 1, 2021 through September 30, 2022),

\$18,294.22, decreased on a pro rata basis for each month prior to the effective date of termination;

iv. if during Year Four (October 1, 2022 through September 30, 2023), \$11,433.89, decreased on a pro rata basis for each month prior to the effective date of termination;

v. if during Year Five (October 1, 2023 through September 30, 2024), \$5,716.94.

Thereafter, should the Parties extend the term of this Agreement, no termination fee will be due. Further, should Atlantic Beach desire to retain the kiosks located within Atlantic Beach, Atlantic Beach shall also remit to Neptune Beach an amount equal to \$9,081.00 for each kiosk, prorated at a depreciation rate of 12.5% per year.

Commented [MK4]: Needs input, though no changes yet. UK how prior admin arrived at these figures. Possibly because CONB fronted the money initially? If so, may be able to strike this whole section.

Commented [MK5]: See above comment. This would change if so.

b. In the event Neptune Beach terminates this Agreement, then Atlantic Beach may, in its sole discretion, elect to discontinue the Parking Program at no cost to Atlantic Beach or elect to continue to operate the Parking Program within the boundaries of Atlantic Beach, in which case, Atlantic Beach would be responsible for operating expenses as of the effective date of termination and, should Atlantic Beach desire to retain the kiosks within Atlantic Beach, Atlantic Beach shall pay to Neptune Beach an amount equal to \$9,081.00 for each kiosk, prorated at a depreciation rate of 12.5% per year.

Commented [MK6]: See above comment. This would change if so.

14. Binding. This Agreement binds the Parties and their respective successors and assigns in all respect to all terms, conditions, covenants and provisions of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the Parties, nor shall it be considered as giving any right or benefit hereunder to anyone other than the Parties, their successors and assigns.

15. All Parties agree to comply with all applicable laws, rules and regulations, federal, state and local, in its performance under this Agreement and its implementation.

16. No waiver by any party at any time of any of the terms, conditions, covenants and

agreements herein, or of any default, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof.

17. Entirety. This Agreement constitutes the entire present agreement between the Parties. No change in, modification of, or supplement to this Agreement shall be valid or enforceable unless it is enacted in writing and executed by each of the Parties.
18. Conflicts. No member, officer or employee of the governing body of the City of Atlantic Beach or City of Neptune Beach, and no other public official of either such City who exercises any functions or responsibilities with respect to the Parking Program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Parking Program maintained under this Agreement.
19. Notices. Notices to be provided in accordance with this Agreement shall be delivered by U.S. Mail, return receipt requested, hand delivery or traceable overnight delivery service and addressed as follows:

City of Atlantic Beach
c/o Bill Killingsworth, City Manager
800 Seminole Road
Atlantic Beach, FL 32233

City of Neptune Beach
c/o Richard Pike, City Manager
116 First Street
Neptune Beach, FL 32266

With a copy to:

Jason R. Gabriel, Atlantic Beach City
Attorney
Burr & Forman LLP
50 N Laura St # 3000, Jacksonville, FL 32202

With a copy to:

Paul Waters, Neptune Beach City Attorney
Vose Law Firm LLP 324 W. Morse
Boulevard
Winter Park, Florida 32789

EXHIBIT A

20. Indemnification. Atlantic Beach, to the extent of a claim or judgment by any one person which does not exceed the sum of \$200,000 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments arising out of the same occurrence, does not exceed the sum of \$300,000, shall indemnify Neptune Beach for any and all damages relating to the Parking Program, including reasonable attorneys' fees and costs (prior to and at trial, and through appeal) to the extent arising from the negligence or willful misconduct of Atlantic Beach and its officials, agents, contractors and employees. Neptune Beach, to the extent of a claim or judgment by any one person which does not exceed the sum of \$200,000 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments arising out of the same occurrence, does not exceed the sum of \$300,000, shall indemnify Atlantic Beach for any and all damages relating to the Parking Program, including reasonable attorneys' fees and costs (prior to and at trial, and through appeal) to the extent arising from the negligence or willful misconduct of Neptune Beach and its officials, agents, contractors (including without limitation, the DPO) and employees. Nothing in this Agreement nor any action relating to this Agreement shall be construed as a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, by either Atlantic Beach or Neptune Beach. Additionally, there are no third-party beneficiaries to this Agreement.
21. The Parties agree that the DPO may initiate services under this Agreement prior to October 1, 2019 and that reports, fees and data shall be provided in accordance with this Agreement, but that any period prior to October 1, 2019 shall not be included in Year One under this Agreement.

****SIGNATURE PAGE TO FOLLOW****

EXHIBIT A

CITY OF NEPTUNE BEACH, FLORIDA

CITY OF ATLANTIC BEACH, FLORIDA

Cori Bylund, Mayor
City of Neptune Beach

Curtis Ford, Mayor
City of Atlantic Beach

Attest:

Attest:

Catherine Ponson, City Clerk
City of Neptune Beach

Donna Bartle, City Clerk
City of Atlantic Beach

Approved as to Form and Content:

Approved as to Form and Content:

Paul Waters ,City Attorney
City of Neptune Beach

Jason R. Gabriel, City Attorney
City of Atlantic Beach

Richard Pike, City Manager
City of Neptune Beach

Bill Killingsworth, City Manager
City of Atlantic Beach



Beaches Town Center

Available Parking

Blake West
Project Manager

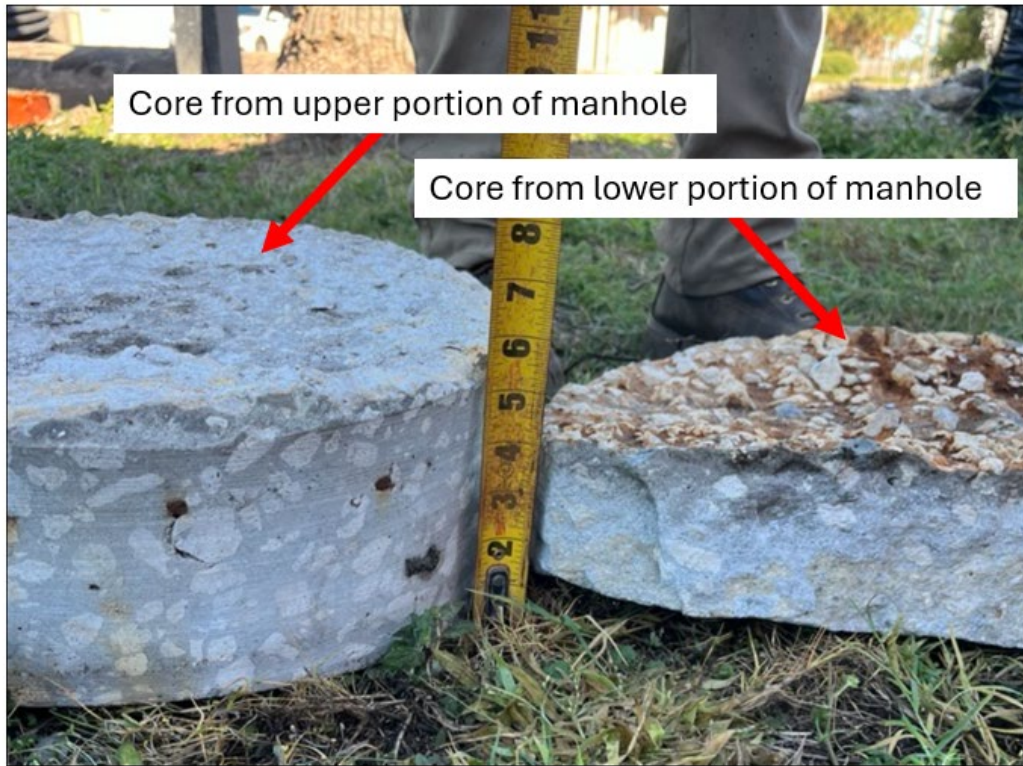


**Agenda Item #10A
Florida Blvd
Pump Station
Manhole**

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

AGENDA ITEM:	Florida Blvd Pump Station Junction Manhole Lining
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	December 29, 2025
BACKGROUND:	During coring of the subject junction manhole for installation of new sewer pipe, it was discovered that concrete wall thickness has significantly degraded since the manhole was installed approximately 25 years ago. Hydro-Klean, LLC provided a quote of \$36,130.00 to: • Install a proprietary Monoform Plus HDPE liner • Grout-fill bottom of manhole up to the elevation of the newly installed pipeline which discharges to the pump station • Abandon the former pipeline with a hydrophobic grout • Install a drop pipe originally included in the pipeline construction contract • Provide a ten-year workmanship and materials warranty. To properly prepare the manhole for the liner, groundwater leaking into the manhole will be eliminated with a polyurethane grout resin injected into the manhole wall as needed. This work will be performed on a time and materials basis. Hydro-Klean has estimated \$3,500.00 for this effort. Hydro-Klean has provided the Purchasing Cooperative of America contract to piggyback, and the city attorney has approved its use.
BUDGET:	As of 12.29.25, FY25 Sewer Improvements Not Buildings (401-4335-535-60-63) Current Budget is \$2,155,132.69 with Budget Remaining of \$1,450,311.76.
RECOMMENDATION:	Award to Hydro-Klean, LLC dba HK Solutions Group in the amount of \$39,630.00 and authorize staff a 15% contingency for unknowns.
ATTACHMENT:	• Picture of degraded manhole wall thickness and Monoform liner • Quotes from Hydro-Klean, LLC • Piggyback from Purchasing Cooperative of America • CONB Piggyback agreement • Warranty letter • Concrete protective liner life expectancy letter • Sure-Grip Concrete Protective Liner brochure

Concrete Cores from Florida Blvd Pump Station Manhole thickness is typically 6"



Recently Completed Lining of Pump Station Wet Well





Hydro-Klean, LLC
 333 NW 49th Place
 Des Moines, IA, 50313
 Phone: 515-283-0500

Quote

Quote Nbr.: PQ007368
 Order Date: 10/20/2025
 Valid Until: 01/18/2026
 Sales Person: Katrina Pride
 Customer ID: 111451
 Payment Terms:

Job Site:

City of Neptune Beach
 3rd St. and Florida Ave.
 Neptune Beach FL 32266
 United States of America

Bill to:

City of Neptune Beach
 2010 Forest Ave.
 Neptune Beach FL 32266
 United States of America

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

HK Solutions Group will provide all equipment, labor, and material to rehabilitate existing sanitary sewer manhole, via Monoform Plus HDPE Liner Installation. HK will plug and seal the abandoned pipe with hydrophobic grout and fill the existing structure with concrete up to the next lowest invert. HK will then create a new bench and invert at Elevation -10.35. HK will install the drop bowl and down piping for the 12" inlet at I.E. -1.42. HK will Monoform the new wall section with 4,500 psi concrete with integrated 3mm Agru Sure-Grip HDPE barrier, perform thermal welding of interior seams, perform high-voltage spark-test certification. The bench portion of the manhole will also be lined with 5 mm Agru liner. HK will supply a new casting.

HK Solutions will provide a 10-year warranty.

Client (City of Neptune Beach) will provide water source and remove debris at no cost to HK Solutions.

25% of the project total will be invoiced on the date of the signed purchase order.

RESC. QTY.	ITEM	QTY.	UOM	PRICE	Amount
	Monoform Plus - Includes New Casting	1.0000	EACH	29,750.0000	29,750.00
	Install Drop Bowl & Piping	1.0000	EACH	2,400.0000	2,400.00
	Fill Abandoned Pipe w/Hydrophobic Grout	1.0000	EACH	3,980.0000	3,980.00

*NOTE: Quote does not include any applicable taxes

Prepared By: Katrina Pride
 Approved By: Michael Ingham

Accepted By: _____
 Date: _____
 PO#: _____

*Quote Total: 36,130.00



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Quote

Quote Nbr.: PQ007638
Order Date: 11/13/2025
Valid Until: 02/11/2026
Sales Person: Katrina Pride
Customer ID: 111451
Payment Terms:

Job Site:

City of Neptune Beach
2010 Forest Ave.
Neptune Beach FL 32266
United States of America

Bill to:

City of Neptune Beach
2010 Forest Ave.
Neptune Beach FL 32266
United States of America

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

HK Solutions Group will injection grout the leaks in Manhole 01. The grouting will be done on a time and material basis. HK estimates 3-5 hours worth of labor based on information client has provided. Polyurethane Grout Resin will be injected until all leaks are stopped. HK cannot guarantee that the water will not migrate to another joint and start leaking in that area. If this happens while HK is on site, the leak will be addressed at that time. HK will supply all grout and labor to complete this project to the best of its ability.

RESC. QTY.	ITEM	QTY.	UOM	PRICE	Amount
	Manhole Grouting (3-5 hours)	5.0000	HOUR	400.0000	2,000.00
	Polyurethane Grout Resin	10.0000	GALLON	150.0000	1,500.00

*NOTE: Quote does not include any applicable taxes

Prepared By: Katrina Pride
Approved By: Wade Anderson

Accepted By: _____
Date: _____
PO#: _____

*Quote Total: 3,500.00



July 10, 2024

Hydro-Klean LLC dba HK Solutions
Jill Lomp, Contracts Manager
333 NW 49th Place
Des Moines, IA 50313
jlomp@hksolutionsgroup.com

Subject: PURCHASING COOPERATIVE OF AMERICA CONTRACT AWARD LETTER
PCA OD-407-24 Job Order Contracting (JOC) & Trades Services

Dear Ms. Lomp,

Congratulations! The City of O'Donnell has awarded your company a contract for the above-referenced solicitation. Your contract number will be the same as the solicitation number: PCA OD-407-24. The contract number is to be on all Invoices for proper reporting.

You are responsible for keeping PCA up to date with your current contact information and for submitting monthly reports. For months with inactivity, complete the company/contact information and simply input 'No Activity'. We send out the Members list monthly, in response to your organization emailing the monthly report.

The contract is effective for the dates on the Contract Acceptance and Signatures Page and may be renewed up to four (4) additional years; unless notified otherwise, the renewal will be automatic. For any inquiries about your contract, please contact pcamerica@pcamerica.org & we will assist you!

We will contact you for an orientation meeting and for content for your vendor page on the PCA web site. PCA looks forward to working with you!

Sincerely,

Max Mendieta, Mayor
City of O'Donnell

The award packet includes:

- Award Letter
- Signed Contract Acceptance and Signatures Page (exceptions, if any)
- Instructions for Monthly Report and Administrative Fee from Section 3
- Monthly Report Form & Instructions
- Welcome to PCA!

PURCHASING COOPERATIVE OF AMERICA
RFP OD-407-24 Job Order Contracting (JOC) & Trades Services

FORM A
OFFER ACCEPTANCE AND CONTRACT SIGNATURES FORM

Complete and sign and upload.

Offer by Vendor

Vendor acknowledges and certifies that they have examined this solicitation, contract terms and conditions, scope and specifications, accompanying forms, etc. (the entire Contract) and hereby offers to furnish products and/or services in strict compliance with the entire Contract and Vendor's response.

- ☒ NO EXCEPTIONS. Vendor assures Awarding Agency of compliance with the entire Contract and response with no further changes.
- ☐ WITH EXCEPTIONS. Proposed changes to Contract Terms and Conditions. Present Vendor's proposed changes on FORM A-1 – Exceptions to Contract Terms and Conditions.
- NOTE: Freight & Delivery, if charged to customer, is not considered an exception.

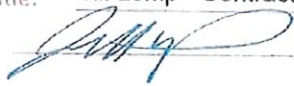
Company Name (on Contract): Hydro-Klean, LLC

Address: 333 NW 49th Place

City/State/Zip: Des Moines, IA 50313

Phone: 515-283-0500 Email: jloomp@hksolutionsgroup.com

Printed Name, Title: Jill Lomp - Contracts Manager

Signature:  Date: 4/23/2024

*****VENDOR DO NOT WRITE BELOW THIS LINE*****

Contract Number: PCA OD-407-24

Contract Exceptions – PCA

☒ None ☐ All Rejected ☐ Negotiated, Agreed To, and Attached

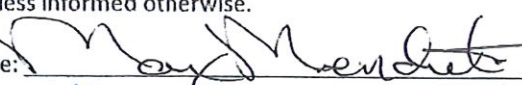
PCA Authorized Signature: _____

Printed Name: _____ Date: _____

Offer Acceptance by PCA Awarding Agency

Term of Contract: 7-10-2024 to 7-9-2025

Unless otherwise stated, this Contract is for an initial period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Renewal shall be automatic on the anniversary date unless informed otherwise.

Awarding Agency Authorized Signature: 

Printed Name: Max Mendietta Date: 7-10-2024

PURCHASING COOPERATIVE OF AMERICA
PCA OD-407-24 Job Order Contracting (JOC) & Trades Services

31. PCA Administration Fee and Monthly Report
PCA Administrative Fee.

- PCA Administrative Fee ("Admin Fee") for this solicitation/subsequent contract is found in SECTION 6-PRICING.
- Awarded Contractor shall honor and pay the Admin Fee for all sales that occur resulting from this Contract within **thirty (30) days** from the date Awarded Contractor receives payment from PCA Member, whether for progress payment, completion of work, or payment for delivered goods.
- In the event that Awarded Contractor's PCA contract expires or is terminated, Awarded Contractor agrees to pay the Admin Fee for all projects extending beyond the expiration or termination date for those Purchase/Delivery/Job Orders received prior to expiration or termination.
- Pass-Through Costs that are subtracted from the gross contract/purchase order amount before calculating the Admin Fee include items such as specialty insurance, taxes, cost of bonds, and delivery costs.
- Awarded Contractor shall make the check payable to "Purchasing Cooperative of America" and send the check to 'Purchasing Cooperative of America', P.O. Box 604, Hico, TX 76457.
- Check may be mailed with the monthly report. Include the PCA contract number.
- Failure to pay the PCA Admin Fee in a timely manner may result in suspension or termination of this Contract.

Monthly Report.

- Awarded Contractor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA.
- Reports are due monthly by the 15th day of the following month.
- Awarded Contractor is responsible for collecting and compiling all sales under this Contract from all PCA Members and submitting one (1) consolidated monthly report.
- The monthly report shall include, at a minimum, the date of each PCA Member/customer P. O. with scheduled start and completion date, sale/project description, P. O. number, Member/customer name, city/town, and P. O. total dollar amount.
- Include an overview of pending projects (the "pro forma") on the Monthly Report.
- Awarded Contractor (Vendor) shall submit a copy of PCA Member/customer Purchase Order and/or supplemental agreement as well as change orders made prior to project completion along with the mandatory monthly report.
- Reports shall be submitted to PCA at P.O. Box 604, Hico, Texas 76457, along with a check for Admin Fees made out to 'Purchasing Cooperative of America' or 'PCA' and electronically to Reports@pcamerica.org. Reports should be emailed each month even if there is "No Activity". If Awarded Contractor has more than one PCA contract, please submit separate monthly reports (and separate checks).
- Monthly Report form may be found at www.pcamerica.org on the Forms Tab.

- 32. Additional Fees and Reporting Information.** Some states and other government/non-profit agencies require an additional fee to use another state's or agency's contracts in their jurisdiction. If an additional fee is requested and Awarded Contractor agrees, Awarded Contractor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

If this Contract is adopted by another cooperative or entity, Awarded Contractor is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative's members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements.

MONTHLY REPORT

Please complete all fields.

Name-Awarded

Contractor:



Contract Number:

Report Mo./Yr.:

ADMIN FEE:

Contact Name:

Phone Number:

email:

CURRENT PROJECT TOTALS:

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	** PURCHASE ORDER #	PROJECT DATES		P.O. AMOUNT	INVOICE AMOUNT	TOTAL EST. ADMIN FEE	FEE PER INVOICE	VENDOR CHECK TO PCA	
					START	END					DATE	AMOUNT
1.												
2.												
3.												
4.												
5.												
6.												
7.												

PENDING/FUTURE PROJECTS:

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	ESTIMATED PROJECT TOTAL	EST. PROJECT DATES		NOTES	Would you like a confirmation of receipt of PCA fee payment?	
					START	END		Yes	No
1.							Attach copies of POs/Invoices of current projects & put check in mail to PCA PO Box Address below & PDF Report&POs/Invoices to pcamerica@pcamerica.org		
2.									
3.									
4.									

** Attach copies of Purchase Order(s).
Please use additional pages as necessary.

Also located here: www.pcamerica.org/forms

Send CHECKS to PCA, PO Box 604, Hico, TX 76457

Questions? Call 844-722-6374
Rev 2/23

INSTRUCTIONS FOR FILLING OUT PCA MONTHLY REPORTS

MONTHLY REPORT

EXAMPLE REPORT

Please complete all fields.

PCA
Purchasing Corporation of America

Name-Awarded Contractor: ABC Company
Contract Number: PCA-X000-XX
Report Mo/Yr: December 2019
ADMIN FEE: # %

Contact Name: Alpha Beta
Phone Number: 111-222-3333
email: ABC@ABCCompany.com

CURRENT PROJECT TOTALS:

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	PURCHASE ORDER #	PROJECT DATES START END	P.O. AMOUNT	INVOICE AMOUNT	TOTAL EST. ADMIN FEE	FEE PER INVOICE	VENDOR CHECK TO PCA DATE AMOUNT
1.	Walkway	School Name ISD	Houston, TX	BD #1357	12/1/2019 12/30/2019	\$ 100,000	\$ 50,000	\$ 2,000.00	\$ 1,000.00	12/15/2020 \$ 1,000.00
	Progress payment for above project						\$ 5,000	\$ 100.00	\$ 100.00	COMPLETE \$ 1,100.00
	Additional upgrade to School Name ISD walkway		Houston, TX	BD #1357 change order	12/1/2019 12/30/2019	\$ 5,000	\$ 50,000	\$ 2,000.00	\$ 1,000.00	12/30/2020 COMPLETE \$ 500.00
	Final Payment					\$ 25,000	\$ 25,000	\$ 500.00	\$ 500.00	12/15/2020 COMPLETE \$ 500.00
2.	Stadium Lighting	Different School Name ISD	Dallas, TX	#4532H	12/1/2019 12/15/2019	\$ 25,000	\$ 25,000	\$ 500.00	\$ 500.00	12/15/2020 COMPLETE \$ 500.00
3.	JOC Rehab-Annex	Municipality Name	Hidalgo, TX	#10022	12/1/2019 8/30/2019	\$ 250,000		\$ 5,000.00		
4.										

PENDING/FUTURE PROJECTS:

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	ESTIMATED PROJECT TOTAL	EST. PROJECT DATES START END	NOTES	Would you like a confirmation of receipt of PCA fee payment? Yes No
1.	Renovation City Hall	El Paso, City of	El Paso, TX	\$ 11,000	2/1/2019 10/30/2019	waiting on PO	
2.							
3.							
4.							

** Attach copies of Purchase Order(s). Please use additional pages as necessary.

Also on <http://www.pcamerica.org/forms>

Send CHECKS to: PCA, PO Box 604, Hico, TX 76457

Questions? Call 844-722-6374

Rev 2/21

Pending or possible future projects or purchase orders shall be listed here. When approved and signed P.O. is received, move to the Current Project section.

If purchase order is not received or project is cancelled, remove from list. There is no reason to continue to report.

Fill in the CURRENT PROJECT section with active approved P.O.s. If None, report NO ACTIVITY.

Copies of purchase orders are supplemental to your contract and may be attached to the Monthly Report or sent to PCA separately. ALL POs / Invoices should reference contract number.

For purchase orders that have mobilization (project start-up) or progress payments, list these payments on separate lines and pay the PCA fee as instructed in the contract.

Add any P.O. changes, additional work or items that qualify to be added to the P.O. on additional lines. Send copy of P.O. extension to PCA.

Include DATE of check approval. PCA understands that accounting may take several more days to process a request for payment. Add COMPLETE if project or P.O. has been completed.

All Admin Fees shall be paid upon receipt of vendor payment.

Use the notes section to convey any important or informational items.

The Monthly Report Form is located: <https://www.pcamerica.org/forms> for download



Welcome to PCA!

Your Contract Number is: PCA OD-407-24 Job Order Contracting (JOC) & Trades Services

When selling to a PCA Member/Customer please make sure they & your sales personnel know to put your contract number on the Purchase Orders/Invoices: PCA OD-XXX-XX & abbreviated name (if it fits) on the Purchase Orders & on your Invoices. **Make sure that you set up a system, with your sales personnel, to report sales to your company PCA Contract Admin, so that they will have the information to send in the monthly report to PCA.**

The contract number assists the PCA Member/Customer pass their audits & helps with your PCA contract reporting.

- The monthly report forms for reporting your PCA fees, are included in the contract, but can also be found at <http://www.pcamerica.org/forms> under the "AWARDED CONTRACTORS ONLY:" Section.
 - Include PO numbers on the report & a copy of the POs sent in with the report, if you have a copy.
 - Submit reports monthly, even if you have had no sales – put "No Activity" on the first line & any prospective customers listed in the area on the bottom.
- For payment of fees, please make check out to "Purchasing Cooperative of America" (not PCAmerica which is our website domain only).
- Reports are due by the 15th of the following month, 2 weeks after the month ends.
 - Ex. the June report is due by July 15th.
- For paying fees: If able, attach the monthly report to the check. Larger companies are sometimes unable, since they usually have a checking dept. or do direct deposit, so we need some kind of assistance in matching amounts to the reports. In the memo or notation area on the check or direct deposit notice, please state what monthly report(s) the check goes with & if you have multiple contracts with us, list which amount goes to which contract.

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this 20th day of November, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the ("City"), and Hydro-Klean, LLC, ("Contractor").
WITNESSETH:

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

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

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

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

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

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

WHEREAS, The Purchasing Cooperative of America (PCA) awarded a bid solicitation to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida ("Previously Procured Contract"). A copy of the complete set of the associated procurement documents are on file with the City Clerk; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach to perform certain services; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the Previously Procured Contract; and

WHEREAS, the Previously Procured Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the "piggyback" on the competitive

Beach; 2) The City of Neptune Beach and Contractor authorize the "piggyback" on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the previously procured contract.

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

1. Incorporation by Reference. The foregoing WHEREAS clauses and the Previously Procured Contract are incorporated by reference herein.

2. Amendments. The Previously Procured Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the Previously Procured Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the Previously Procured Contract and terms of this Agreement, the terms of this Agreement shall prevail. The City of Neptune Beach and its equivalent staff and address shall be substituted for the staff and its staff and addresses, as may be required in the Previously Procured Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Scope of Work. The particular scope of work which may contain materials, pricing and times of performance are included in the quote, invoice or contract that is attached hereto and made a part hereof as **Exhibit "A"** and shall be binding upon the City and Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

11. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

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

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

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 11 "No coercion for labor or services" and that the facts stated in it are true.

THE CITY OF NEPTUNE BEACH:

By:

Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By:

City Clerk

CONTRACTOR: Hydro-Klean, LLC :

Signature:



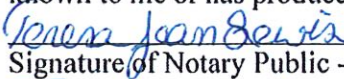
Print Name: Jill Lomp

Print Title: Contracts Manager

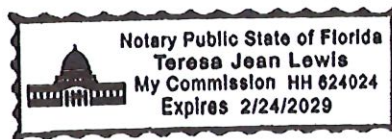
STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of November, 2025, by Jill Lomp of Hydro-Klean, LLC, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced personally known as identification.


Signature of Notary Public - State of Florida

Teresa Jean Lewis
Printed/Typed/Stamped Name of Notary



Approved as to Legal Form and Content by:



Vose Law Firm, City Attorney



November 4, 2025

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

RE: Statement of Warranty
2025 Monoform Plus Manhole Lining
Neptune Beach, FL

Dear Deryle Calhoun:

HK Solutions Group will provide a ten-year (10) guarantee covering all workmanship and materials provided and installed during the City of Neptune Beach Monoform Plus Manhole Project. The warranty shall commence effective the date the work is invoiced.

If any failure or defect occurs within the warranty period, HK Solutions Group will, at no cost to the City of Neptune Beach, repair or correct as necessary.

Please call with any questions or concerns regarding this warranty statement guarantee.

Respectfully,

Katrina Pride

Katrina Pride
Regional Sales Manager – Municipal Service
HK Solutions Group, LLC
1234 Orton Street
Jacksonville, FL 32205
(904) 870-6707 Cell
(515) 283-0500 Office



November 3, 2025

Subject: AGRU PE Concrete Protective Liner Life Expectancy

To Whom it May Concern:

Agru America, Inc. (AGRU), frequently receives requests for information regarding the life expectancy of its AGRU Ultra Grip® high density polyethylene (HDPE) concrete protective liners (CPL). This letter will specifically address this estimate for its CPL in the presence of Hydrogen Sulfide gas and the associated effects of microbiologically induced corrosion (MIC) as frequently encountered in municipal wastewater (MWW) systems. To begin with AGRU would like to clarify that any life expectancy predictions generated by AGRU will always include all associated welds in the consideration of the estimate.

AGRU asserts that its CPL will exceed a baseline life expectancy of 50 years in typical applications which would be expected in a municipal wastewater environment with typically encountered chemical concentrations and temperatures. This conservative assertion is based on the analysis of our chemical experts as well as those of our resin manufactures with 25 years being the base standard that is used for "long term exposure". It is also based on existing structures in place for over 30 years with similar applications and environmental exposure. In fact, AGRU estimates to have well over 1,000 manholes and structures in similar environments in Florida alone which have been operating for over 20 years without any known material failures.

In addition, AGRU is pleased to inform you that it's polyethylene CPL has fully met the requirements of the City of Los Angeles via SSPWC 210-2.3.3: 112-day, 9-solution Chemical resistance test ("Pickle Jar Test"). This test involves comparison of material testing before and after 112 days of exposure of the material to chemicals expected to be encountered in a wastewater environment. It is considered to be one of the most stringent and comprehensive testing protocols in the industry and is accepted as such in not only other cities, but also other states and even countries.

Finally, the Geosynthetics Research Institute (GRI) has conducted studies estimating the life expectancy of HDPE geomembranes manufactured from the same resins which we use to produce our CPL. GRI's White Paper No. 6 estimates that a HDPE geomembrane in a buried/non-exposed condition at a temperature of 20°C has a half-life for material strength of 446 years. It should be noted that the material may even perform well beyond its half-life without any issues. While this is a quite different application it should give you some idea of the potential longevity of HDPE.

Therefore, AGRU can offer an estimated design life exceeding 50 years when exposed to a typical municipal wastewater environment.

I trust this information meets your needs at this time. However, should you require any additional information, please do not hesitate to contact me at (843) 546-0600.

Respectfully,

Ernest H. Heins, P.E.

Technical Manager - CPL, Tunneling & Specialty Products

Executive Offices: 500 Garrison Road, Georgetown, SC 29440 • 843 546-0600 • 800 321-1379 •
Fax 843 546-0516

Sales Office: 700 Rockmead, Suite 103, Kingwood, TX 77339 • 281 358-4741 • 800 373-2478 •
Fax 281 358-5297

Email: salesmkg@agruamerica.com

Sure-Grip® Concrete Protective Liner

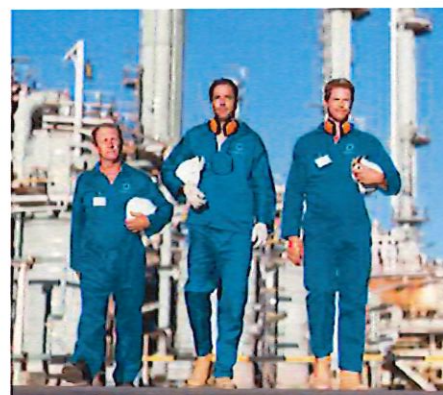
A LONG-TERM CONCRETE
PROTECTION SYSTEM



The Plastics Experts.

Our concrete protection product group offers a complete, top-quality range of concrete protective liners that have a special focus on protecting concrete structures from aggressive and abrasive media. These liners are used wherever there are increased requirements towards a concrete structure and are particularly popular when corrosive fluids or gases need to be transported or stored.

The AGRU success story has been unfolding for seven decades. Founded in 1948 by Alois Gruber, who set the company on the course for plastic manufacturing, AGRU has become one of the world's most important single-source suppliers for piping systems, semi-finished products, concrete protection liners, and lining systems made from engineered plastics. We use only top-grade thermoplastic polymers as our raw materials. When it comes to application-technical consulting, we are your best partner in the field.



Quality

At AGRU, customer satisfaction comes first. Technical consultations, training courses, welding instruction and expert supervision on site are essential parts. The AGRU quality assurance system is compliant with ISO 9001:2015 and its environmental management system fulfills ISO 14001:2015. This in turn ensures that the products comply with international norms, as monitored and evaluated on an ongoing basis by independent testing agencies standards.

The start-to-finish attention to quality ensures that the products meet and beat the strictest technical specifications, providing safe operation within gas, water and wastewater infrastructures.

AGRU Sure-Grip® System

System Overview and Benefits

Sure-Grip® concrete protective liners made of HDPE, HDPE-el, PP, PVDF and ECTFE are produced with state-of-the-art manufacturing technology. This system has been successfully applied worldwide for more than 25 years and serves as a long-term alternative to spray-applied concrete protection products.

Sure-Grip prevents concrete corrosion and degradation and can substantially extend the lifetime of a structure. In addition, by preventing exfiltration and infiltration, concrete protective liners provide direct protection for the environment and increased operating efficiencies. Furthermore, the unique anchoring system also enables construction in areas of significant backpressure. Unlike spray-applied liners, which have to be reapplied regularly due to cracking or delamination, Sure-Grip concrete protective liners are long-lasting. Sure-Grip is designed to avoid the residuals cost often associated with concrete spray-on liners, which requires tank emptying and cleaning every few years for reapplication.

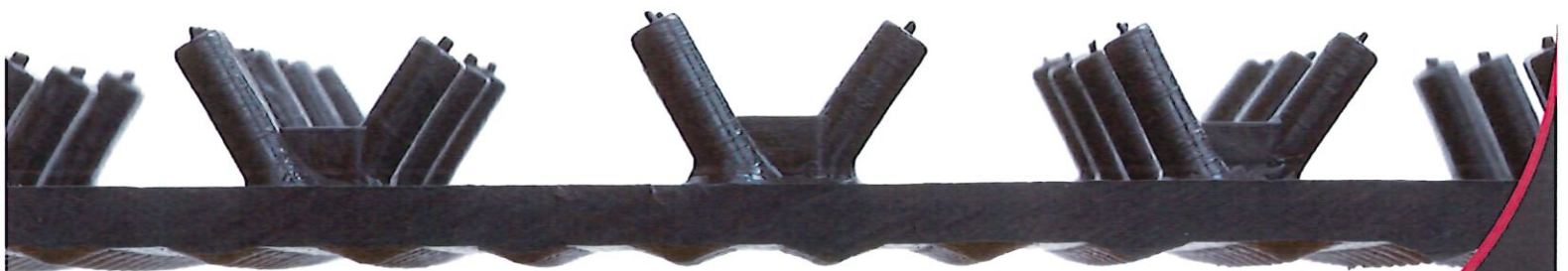
Concrete protective liners combine the advantages of thermoplastics (flexible, ductile, corrosion resistant) with those of concrete (high strength, high stiffness). Thus, the concrete is protected effectively and the durability and life expectancy is increased.

Innovative Design for Leak-Proof Constructions

The unique V-shaped anchor studs, which are integrally formed onto the liner during the extrusion process, allow a secure mechanical anchoring of the concrete protective liner to the concrete, guaranteeing optimum anchoring to the concrete. Depending on the specific project requirements, a variety of anchor designs, resins, and liner thicknesses and colors are available.

Concrete protective liners are joined by welding, which provides permanent and reliable joints. Different welding technologies, depending on the project requirements, are available for a secure and leak-proof joint:

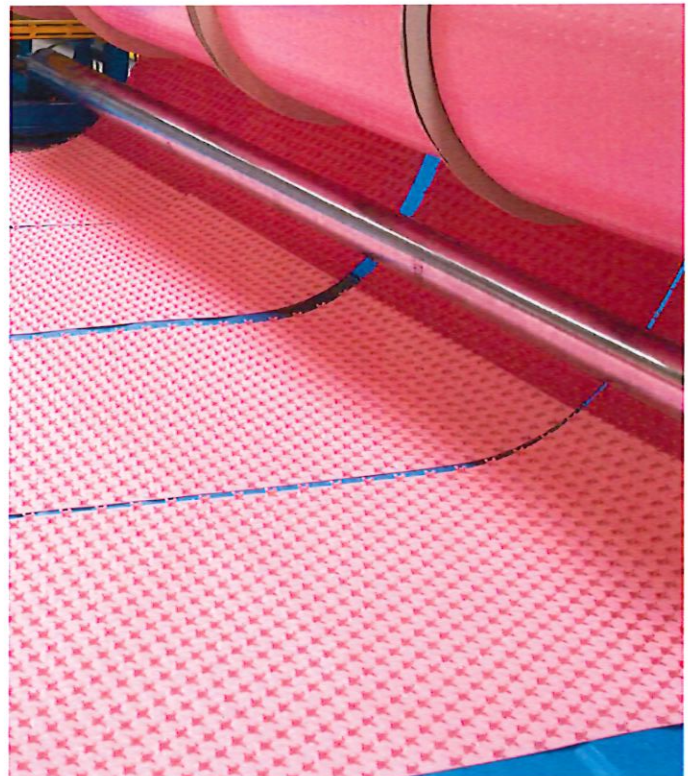
- Butt welding
- Extrusion welding
- Hot wedge welding
- Hot gas welding





Sure-Grip® Summary

- Applicable for a wide variety of concrete structures
- Secure mechanical anchoring to the concrete structure
- High elasticity to bridge cracks in the concrete
- High impact resistance
- Excellent shear resistance
- Suitable for aggressive media (corrosion resistant)
- Applicable within a wide temperature range
- Long life expectancy
- Low maintenance and easily cleanable
- Easy and safe installation
- Available in UV resistant materials.



AGRU Concrete Protective Liners, Specifications, and Other Components

AGRU America offers a range of products for the protection of concrete structures, with various configurations to support the exact needs of each project application. For assistance in choosing the AGRU concrete protective liner configuration that best aligns with your project, reach out to an AGRU sales representative at 800-373-2478 or visit us online at <https://agruamerica.com/contact>.

Sure-Grip®

Sure-Grip is a well-established concrete protective liner with a stud height of 13 mm and is suited for new constructions, tank rehabilitation, and precast elements such as concrete pipes and manholes. Sure-Grip comes available in a host of material types including polypropylene, polyethylene, PVDF, and ECTFE. Available colors include grey, black, and yellow. For advanced requirements, AGRU is also able to manufacture Sure-Grip type 571 with a stud height of 19 mm. Special dimensions and product specifications can be made available on request.



AGRU Ultra Grip®

AGRU Ultra Grip possesses an innovative design with an enhanced shape that offers a superior resistance to backpressure, greatly reducing the chance of the liner being pulled out of the concrete. AGRU Ultra Grip is recommended for installations of structures in areas with high groundwater where significant backpressures will be encountered. This advanced liner is the best solution for large-scale construction projects and is available in widths of up to 16.4'.



Sure-Grip® Specialty Liners

AGRU also manufactures Sure-Grip and Ultra-Grip with customizations to meet specific project needs.

Sure-Grip® with Signal Layer

Light-colored signal layer for visual detection of damages; improved installation due to the reflective white layer.

Sure-Grip® with Slip Protection

Slip protection for lining floors.

Sure-Grip® with Polyester Fabric

The fabric enables an adhesive bond to other materials such as PVC and steel.

Sure-Grip® in Customized Styles

Customized colors and sheet dimensions are available upon request.

Accessories

Installation profiles, corners and welding rods are available to facilitate the installation of the Sure-Grip® concrete protection liners.



Technical Specifications

- Thickness supply ranges between 2 mm and 12 mm for Sure-Grip and between 2 mm and 5 mm for AGRU Ultra Grip.
- Sure-Grip and Ultra-Grip are available in PP, PE, PE-el, PVDF, and ECTFE.



Applications

AGRU's concrete protective liners can be configured to meet a wide variety of project requirements.



Lining of Precast Concrete Structures

AGRU's concrete protective liners offer many benefits for the lining of precast concrete structures, including prefabricated concrete elements, concrete pipes and manholes, tank constructions, and oil/water separators.



Lining of Cast in Situ Structures

AGRU's concrete protective liners are easily fabricated to the shape of the construction thanks to the quick and safe mounting to existing formworks by means of end profiles and tear off profiles. After the concrete sets, the concrete protective liner system is extrusion welded to provide a leak-proof solution.

This installation method enables the installation of both the concrete protective liner and the formwork at the same time. In situ structures include underground construction; foundations and bridges; areas where chemical media are used, transported, or stored; and any type of basin.

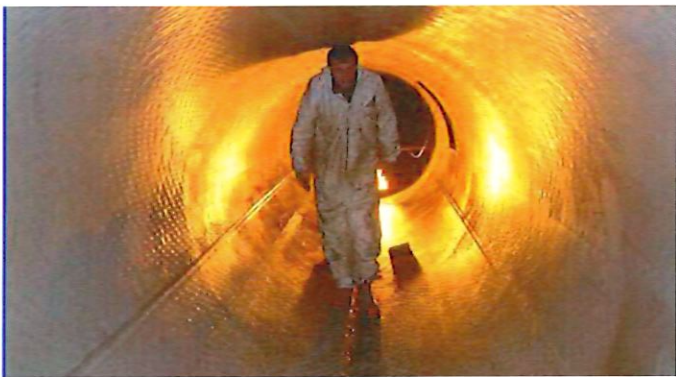


Structure Relining/Rehabilitation

AGRU's concrete protective liners can be used to reline and rehabilitate many existing concrete structures. This is accomplished through the use of a formwork system and the introduction of grout or concrete into the interstitial space. The concrete protective liners can be prefabricated and preassembled in sections to significantly speed up the on-site installation efforts, reducing production downtime and project costs.

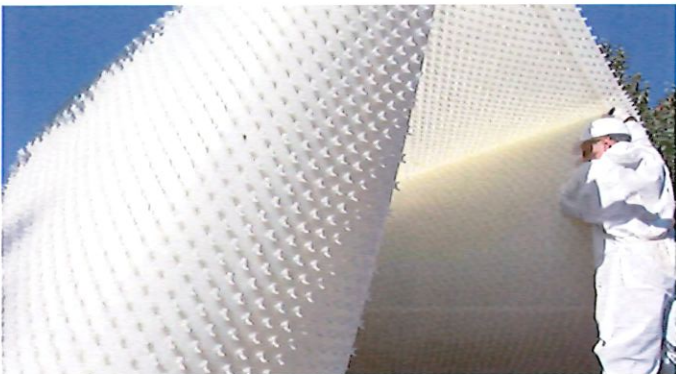
Trenchless Relining of Underground Pipes

AGRU offers system solutions for trenchless relining which enable the rehabilitation of various cross sections and dimensions, independent of the degree of corrosion. Applications include segment relining as outlined below.



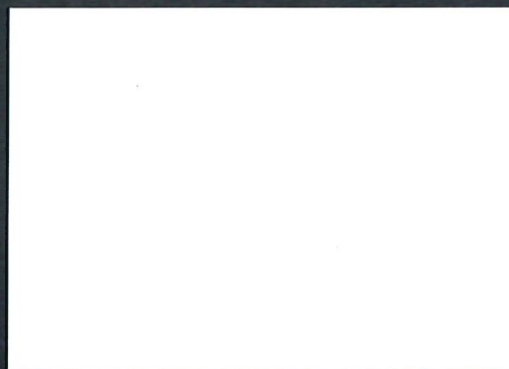
Segment Relining

For segment relining, short prefabricated inliner sections are inserted into the pipe or channel. These sections are then fixed to a formwork. The gap between the liner and the old pipe is then back filled with viscous, high-flow grout. After the grout sets, the formwork is removed and the individual segments are welded together.



Pipe Relining

For pipe relining projects, the inliner is custom-fabricated to be pulled between manholes. The process starts by sealing the inliner with plugs. Water pressure is introduced to the pipe depending on the required grouting length. Finally, a special grout is injected into the gap between the liner and the old pipe. This application has a successful track record and can be used with section lengths of up to 650'. Rehabilitated diameters range from 12" up to 84".



Subject to errors of typesetting, misprints and modifications.
Illustrations are generic and for reference only.

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