



**AGENDA (Amended)**  
**Regular City Council Meeting**  
**Monday, April 6, 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
  - A. Neptune Beach Police Department 2025 Employee of the Year – Officer Sean Kramer p. 3
  - B. National Public Safety Telecommunications Week (April 13-19, 2026) p. 5
  - C. Medal of Exceptional Duty Award - Detective Sergeant William E. Torres p. 5.1
3. APPROVAL OF MINUTES
  - A. **March 2, 2026, Regular City Council Meeting**  
**March 16, 2026, Special City Council Meeting**  
**March 16, 2026, Workshop City Council Meeting**  
**March 16, 2026, Town Hall Meeting** p. 6
4. COMMENTS FROM THE PUBLIC p. 22
5. CITY MANAGER REPORT
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. 29
  - PH* B. ORDINANCE NO. 2026-03, FIRST READ AND PUBLIC HEARING. An Ordinance of The City of Neptune Beach, Florida, Amending the Code of Ordinances, Chapter 27, Unified Land Development Regulations; Article V, Accessory Structures and Uses, Section 27-330, Fences, Walls and Hedges; Providing Codification, Conflicts, Severability, and Providing an Effective Date (Increase height restriction from six to eight feet) p. 77

- PH C. ORDINANCE NO. 2026-04, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending the Code of Ordinances, Chapter 18, Streets, Sidewalks and Other Places; Article I, Section 18-5, Abandoning or Private Use of Public Property or Rights-of-Way; Providing Codification, Conflicts, Severability, and Providing an Effective Date (Adds Easements) p. 85
  
- 9. OLD BUSINESS / NONE
  
- 10. NEW BUSINESS
  - A. Request to Utilize Surplus Fines and Forfeiture Funds for Vehicle Purchase p.91
  - B. Consideration of Approval of Request for Proposals for Development Impact Fee Study p. 97
  - C. Consideration of Approval of Request for Proposals for Community Redevelopment Area Consulting Service p. 121
  
- 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.



# NEPTUNE BEACH **POLICE DEPARTMENT**

**MICHAEL J. KEY JR., CHIEF OF POLICE**

200 LEMON STREET, NEPTUNE BEACH, FLORIDA 32266 | 904.270.2413 | WWW.NBFL.GOV

## **Agenda Item # 2A**

### **NBPD Employee of the Year**

02/16/2025

TO: Commander L.A. Toal #1322

FROM: Sergeant J.A. Haines #1337

RE: 2025 Employee of the Year Nomination – Officer Sean Kramer #1330

This correspondence serves as the formal nomination of Officer Sean M. Kramer for Neptune Beach Police Department (NBPD) 2025 Employee of the Year. Officer Kramer's continued dedication to the agency, its mission, his peers, and the public embodies the very attributes such an award stands to highlight. Over the course of the past year, Officer Kramer proactively executed his role as a mid-night patrolman, made significant advancements in professional development, provided insightful instruction to new police officers during field training, and organized several agency projects. It is this daily commitment to progress and excellence which warrants not only his nomination but selection as Employee of the Year.

Officer Kramer is Bravo Squad's most productive policeman. During 2025, Officer Kramer was credited with 56 arrests, 161 Uniform Traffic Citations, and 155 Traffic Warnings. He consistently maintains an active policing strategy, conducting traffic enforcement operations, property checks, and regularly accessing available police resources seeking practical enforcement opportunities. This endeavor proffered the opportunity to identify, track, and/or apprehend numerous local subjects, serve associated arrest warrants, and/or interrupt potential/active criminal conduct. The numbers, while significant, only represent quantifiable results. The cumulative value of his yield extends beyond just the common "stats" associated with police productivity. Officer Kramer sets a standard for all his colleagues, consistently arriving early for his shift, volunteering for assignments, and seeking every available opportunity for professional growth. He was able to accomplish this tremendous work product while continuing his service as a commissioned Officer in the United States Army Reserve. It is the collective pursuit of proficiency and competence which set Officer Kramer apart.

Officer Kramer's persistent interest in personal development has positioned him as an agency leader. In February of 2025, Officer Kramer assumed the role of Bravo Squad's mid-night shift Officer-in-Charge (OIC), handling supervisory duties without the safety net of a Sergeant or on-duty Command Staff. He has executed these duties with exceptional judgment, earning the trust and confidence of both agency supervisors and his peers. This ability stems from a voracious desire for professional knowledge and experience. Over the course of the year, Officer Kramer attended the Florida Department of Law Enforcement (FDLE) General Instructor Course and Axon Taser Instructor training. Following successful completion of both courses, he took immediate initiative,

satisfying requisite requirements for qualification as an agency Taser Instructor and absorbing the responsibility of all in-service related training on the topic. Moreover, he attended additional law enforcement training courses pertaining to narcotics identification and enforcement and Tactical Combat Casualty Care (TCCC). Officer Kramer's desire for improvement extends beyond self-interest, offering his expertise to better develop new agency personnel.

Officer Kramer continues imparting his expanding professional knowledge base through the agency's field training process. During 2025, Officer Kramer was directly involved in the field training and evaluation of three different newly hired NBPD Police Officers. He did so by maintaining exacting standards yet fostering strong and understanding relationships with those assigned to operate under his guidance. In connection, Officer Kramer's self-initiative as a policeman not only sets an exceptional example for new employees but aids in offering additional field training experiences. While Officer Kramer can certainly be credited with integral influence related to the success of new officers, he also provided invaluable honest feedback under circumstances where a trainee failed to assimilate, aiding in the administrative decision regarding retention. This collective competence has placed Officer Kramer in position to assist in advancing peripheral department projects.

Throughout the year, Officer Kramer's personal insight, expertise, and resourcefulness were called upon to assist in the procurement of agency equipment. Most notably, Officer Kramer researched, designed, and organized new training uniforms and cold weather headwear for department personnel. He successfully handled liaison duties to ensure the final product met aesthetic, performance, and cost objectives. Moreover, Officer Kramer's first aid/medical training and experience was tapped to explore and assemble novel options for agency-issued first aid bags for all NBPD personnel. After due diligence, comparison, and evaluation, which included sourcing product samples, Officer Kramer finalized and submitted a comprehensive and fiscally responsible recommendation for future purchase.

These outlined examples of commitment, motivation, and capability illustrate Officer Kramer's efforts throughout 2025. While the honor of NBPD Employee of the Year is bookended by a definitive annual timeline, Officer Kramer's significant contributions to the agency and citizens of Neptune Beach predate, and most certainly will postdate this singular nomination. The very confidence in recognizing the expectation of continuous excellence is only further testament to his work ethic and value to the department. For this reason, more so than the sum of any annual accomplishments, Officer Kramer deserves the distinction of NBPD Employee of the Year.

Sincerely,

  
Jason A. Haines



## Agenda Item #2B

### **PROCLAMATION CITY OF NEPTUNE BEACH**

**WHEREAS**, emergencies that require police, fire or emergency medical services can occur at any time; and

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our police officers and first responders is dependent upon the quality and accuracy of information obtained from citizens who contact the Neptune Beach emergency communications center; and

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our police officers and first responders by monitoring their activities by radio, providing them information and ensuring their safety; and

**WHEREAS**, Public Safety Telecommunicators of the City of Neptune Beach have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW, THEREFORE**, I, Corrine A. Bylund, Mayor, and the City Council of Neptune Beach, do hereby proclaim the week of April 12-18, 2026, as

### **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

in honor of the men and women whose diligence and professionalism keep Neptune Beach and citizens safe.

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Corrine A. Bylund  
Mayor



# NEPTUNE BEACH **POLICE DEPARTMENT**

**MICHAEL J. KEY JR., CHIEF OF POLICE**

200 LEMON STREET, NEPTUNE BEACH, FLORIDA 32266 | 904.270.2413 | WWW.NBFL.GOV

02-23-2026

TO: Michael J. Key Jr., Chief  
FROM: Gary M. Stucki, Commander  
RE: Medal of Exceptional Duty – Detective Sergeant W.E. Torres

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It is with great pride that I submit this nomination for the **Medal of Exceptional Duty** on behalf of **Detective Sergeant William E. Torres**.

Detective Sergeant Torres was assigned and undertook several major initiatives at the direction of Command Staff that will have a lasting, department-wide impact. Recognizing the evolving standards of transparency and accountability in modern policing, Command Staff asked Detective Sergeant Torres to spearhead the implementation of a comprehensive body-worn camera program. From policy development and vendor coordination to training and deployment, he ensured the program was launched effectively and aligned with best practices. His efforts strengthened community trust, enhanced evidentiary documentation, and positioned the department for long-term operational success.

Detective Sergeant Torres also demonstrated exceptional initiative in securing critical grant funding. Through diligent research, proposal development, and coordination with stakeholders, he obtained grants that provided essential equipment and technological resources without placing additional burden on the department's operational budget. His proactive approach to funding has significantly enhanced operational capabilities.

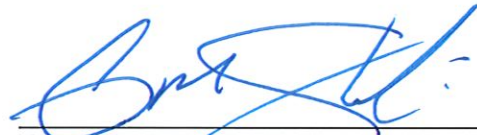
In addition, Detective Sergeant Torres was tasked with managing the department's License Plate Reader (LPR) program. His oversight ensured the system was properly deployed, maintained, and utilized to its fullest investigative potential. Under his guidance, the LPR program became a valuable force multiplier, directly supporting investigations and contributing to crime reduction efforts.

All these accomplishments were achieved while Detective Sergeant Torres continued to lead the Criminal Investigations Division. Under his supervision, the division successfully investigated and solved multiple complex cases throughout the year, demonstrating meticulous investigative work, strategic coordination, and strong team leadership. Despite the added administrative responsibilities he assumed, the performance and productivity of the division did not waver – in fact, it excelled.

Detective Sergeant Torres' ability to manage high-level administrative initiatives while simultaneously overseeing complex investigations exemplifies professionalism, commitment, and leadership of the highest order. His contributions have not only advanced departmental operations but have also strengthened community safety and trust.

For his extraordinary dedication and sustained performance, **Detective Sergeant William E. Torres** is most deserving of the **Medal of Exceptional Duty**.

Respectfully,



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Gary M. Stucki, Commander  
Office of Investigations & Support

# NEPTUNE BEACH POLICE DEPARTMENT

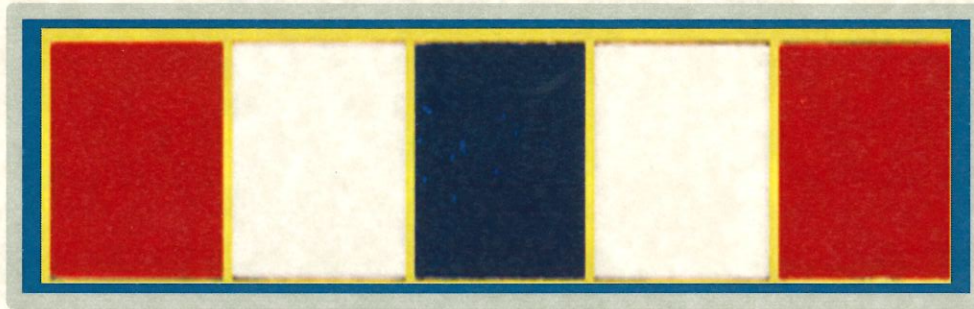
HONOR



INTEGRITY



EXCELLENCE

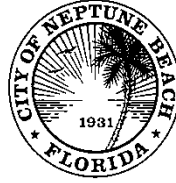


DET. SERGEANT WILLIAM E. TORRES

Is hereby awarded the Medal of Exceptional Duty for a highly creditable accomplishment, bringing public acclaim to himself, the department, and the police profession, as a result of his devotion to duty.



MICHAEL J. KEY JR.  
CHIEF OF POLICE



**MINUTES  
REGULAR CITY COUNCIL MEETING  
MONDAY, MARCH 2, 2026, 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, March 2, 2026, 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 (*absent*)
- Councilor Tim Horvath
- Councilor Josh Messinger
- Councilor Brent Rogers

**STAFF:**

- City Manager Richard Pike
- City Attorney Paul Waters
- Chief of Police Michael Key
- Chief Financial Officer Jaime Hernandez
- 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.

Irish American Heritage Month

Mayor Bylund read and presented a proclamation recognizing March 2026, as Irish American Heritage Month in Neptune Beach.

Matthew Krall, President of the Ancient Order of Hibernians, St. Johns Division, stated that it was an honor for the organization to be recognized, noting the AOH's long and storied history as one of the most distinguished Irish Catholic organizations in the world.

Res. No. 2026-07, Larry Hobbs Lifeguard Station

Resolution No. 2026-07, A Resolution of the City of Neptune Beach Honoring Larry Hobbs and Declaring a Namesake Lifeguard Station. Mayor Bylund read the resolution honoring and naming the "Larry Hobbs Lifeguard Station." Mr. Hobbs served as a lifeguard in Neptune Beach from 1986-1995 and is credited with saving dozens of lives throughout his career.

Mayor Bylund reported that an official dedication ceremony would be held at a later date.

Made by Messinger, seconded by Rogers.

**MOTION: TO APPROVE RESOLUTION NO. 2026-07, HONORING LARRY HOBBS AND DECLARING A NAMESAKE LIFEGUARD STATION**

Roll Call Vote:  
 Ayes: 4 – Horvath, Messinger, Rogers and Bylund  
 Noes: 0

### **APPROVAL OF MINUTES**

Minutes                    Made by Messinger, seconded by Horvath.

**MOTION: TO APPROVE THE FOLLOWING:**

**February 2, 2026, Regular City Council Meeting**  
**February 17, 2026, Special City Council Meeting**  
**February 17, 2026, Workshop City Council Meeting**  
**February 17, 2026, Town Hall Meeting**

Roll Call Vote:  
 Ayes: 4 – Messinger, Rogers, Horvath, and Bylund  
 Noes: 0

**MOTION CARRIED**

### **PUBLIC COMMENTS**

Public Comments                    Chris Ulmer, 1714 Strand Street, Neptune Beach, stated he is a local volleyball enthusiast and is part of a group of about 30 or 40 people who play at Jarboe Park. He heard there was a possibility for another court and that would be amazing as the beach volleyball community has grown.

Henny Schoonover, 214 Oceanfront, Neptune Beach, reported that the noise from the Lemon Bar and Pete's has not ceased. She added that during the day, it sounds like it is playing in her yard.

Natasha Facklam, 118 Hall Place, Neptune Beach, reminded Council she was at a meeting in November 2025. She reported the noise coming from Pete's is still going on. She read into the record an email dated March 1, 2026, from Christopher West, 106 Hall Place, which also included a noise-related complaint.

Glen Sherouse, 100 Hall Place, Neptune Beach, commented that since the meeting in November 2025, the sound has been good. But the previous evening was egregious. He also stated that the same garbage truck picked up yard waste, recycling and garbage and placed it in the same truck.

Shellie Thole, 310 Oleander Street, Neptune Beach, spoke regarding the parking program, the use of Jarboe Park volleyball by nonresidents, and the inconsistency of the online viewing of City meetings.

Ashton Kirton, 990 Chapeltown Circle N., Jacksonville, is a senior at Fletcher High School and a four-year starter on the state runner-up Fletcher Beach Volleyball Team. She commented that the team trains on the courts and she uses them personally. Adding more courts would be helpful for them and the community.

Christopher Fonseca, 12253 Antoni Circle, Jacksonville, stated his support for extra volleyball courts.

Madison Daniel, 12864 Southern Hills Circle East, Jacksonville, commented that there are often wait times to play on the volleyball courts. She added that with more courts there are more people enjoying being outside.

Carter Wilson, Jr., 4030 Julington Creek Road, Jacksonville, pleaded for additional volleyball courts as there are many people who want to get outside and be active.

### **CITY MANAGER REPORT**

City Manager Report City Manager Richard Pike's report included the following:

- There are three beach volleyball courts set up at Seagate Avenue. These are fully operational and open to the public.
- City Hall fire alarm panel is being replaced to include a monitoring format system.
- Cleary Park project is complete.
- Senior Center landscaping is nearing completion.
- Florida Boulevard landscaping has been cleaned up.

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

Paid Parking Paid Parking. Mr. Pike reported that the paid parking system generated \$88,000 in February 2026. The paid parking system would be transitioned back to City Hall from the Police Department.

Mr. Pike stated he is looking for Council direction for raising rates as the issue was to be readdressed for the spring and summer months.

Council discussion included a tiered rate structure, paid parking on First Street, a gradual rate increase, and the importance of Neptune Beach residents registering to park.

Mayor Bylund proposed discussing parking rates at the March workshop. Before the workshop there should be conversations with the Beaches Town Center Agency, the Merchants Association and Atlantic Beach so Neptune Beach can be on track to have rates in place by April 1<sup>st</sup>, 2026.

Noise Ordinance Mayor Bylund requested Chief of Police Michael Key address the citizens who had noise complaints and if they should continue to call the police department.

Chief Key agreed that they should contact the Police Department. The officers will apply the law as it is best applied. The five times they were called, half of the officers determined it was not a violation. The other half had a verbal discussion with Pete's and did not feel it warranted a citation.

City Attorney Paul Waters stated that the City can look at ways to strengthen the ordinance.

### **CONSENT AGENDA**

Mayor Bylund announced that the MOU between the City of Jacksonville and Neptune Beach for Use of Disaster Debris Management had been pulled from the Consent Agenda.

Repairs to Manhole- Repairs to Manhole at Forest Avenue and Strickland Road.  
Forest Avenue and  
Strickland Road

911 Agreement Agreement between Jacksonville Sheriff’s Office and City of Neptune Beach for 911 User Fee Distribution.

Use of Tree Fund Utilization of Tree Conservation Trust Fund for Seawood Drive and First Street Tree Replacement Projects.

Pension Board – Fifth Member – Police Officers’ Retirement Fund Board. Frank Cashman  
Fifth Member

Made by Messinger, seconded by Horvath.

**MOTION:            TO APPROVE THE CONSENT AGENDA**

Roll Call Vote:  
Ayes: 4-Rogers, Horvath, Messinger, and Bylund  
Noes: 0

**MOTION CARRIED**

**OLD BUSINESS**

Jarboe Park Jarboe Park 2026 Construction Update. Project Manager Blake West presented three  
Construction Update concepts for Jarboe Park based on previous discussions. He is seeking direction in order to proceed with finalizing the concept.

Brooke Wooten, head coach of Fletcher High School Volleyball Team, stated that for district and regional playoffs, three courts are required. They are in a constant battle of trying to find courts. She pointed out that this is not just about Fletcher, it is about the community.

Council discussion included adding one or two volleyball courts, parking, and 5<sup>th</sup> Street traffic calming

Mayor Bylund stated that this would be workshopped at the March 16 Council meeting. Mr. West could present additional concepts from this meeting’s discussion.

**NEW BUSINESS**

Res. No. 2026-08, Resolution No. 2026-08, A Resolution of the City of Neptune Beach, Florida, Duval County,  
1621 5<sup>th</sup> Street Florida, Approving the Easement Agreement with Linward Development Corporation  
Easement Located at 1621 5th Street, Neptune Beach, Florida; Providing for Incorporation of Recitals,  
Agreement Required Findings, and an Effective Date.

Community Development Director Heather Whitmore explained this is a request for an easement agreement with Lindbergh Development Corporation at 1621 5<sup>th</sup> Street. The existing 13,334 square-foot “double lot” is 113 feet wide by 117 feet deep. The owner, Mr. Ed Salem, recently demolished the lot’s original 1954 home to subdivide the property into two single-family 55’ x 116’ lots. Although the double lot has adequate area and dimensions to accommodate two single-family homes, the westernmost frontage along 5th Street contains a 25-foot City water main utility easement, thereby making 50% of the western lot unbuildable.

The purpose of the easement agreement is to: grant all approvals necessary for Linward to relocate/abandon the water main from the property and install a new water main in the City’s

right-of-way adjacent to the property at the sole expense of Linward and agree to release 15 feet of the utility easement.

The applicant has provided preliminary water main construction plans to relocate the eight-inch water line via directional drilling in the 5<sup>th</sup> Street right-of-way. Final construction drawings will be reviewed and approved by the Public Works department of Neptune Beach. Final construction will be performed by a contractor from the City's approved list of contractors.

The applicant requests the termination of the 15-foot westernmost portion of the easement order to make available a 1,750 square foot (15'\*116') area for development.

Staff has identified two items for Council to address which are modifying the agreement for the applicant to pay the recording fees and consideration of school times for construction.

Public Comment

Mayor Bylund opened the floor for public comment. There being no comments from the public, Mayor Bylund closed public comments.

Made by Messinger, seconded by Rogers.

**MOTION: TO APPROVE RESOLUTION NO. 2026-08, WITH THE AMENDMENT THAT ALL RECORDING FEES FOR THE ASSOCIATED PROJECT BE PAID BY THE APPLICANT AND ANY CONSTRUCTION BE DONE OUTSIDE SCHOOL HOURS IF IT WOULD NECESSITATE ROAD CLOSURE**

Roll Call Vote:

Ayes: 4-Horvath, Messinger, Rogers, and Bylund

Noes: 0

**MOTION CARRIED**

**COUNCIL COMMENTS**

Councilor Rogers commented that when the noise issue was first brought up, he was satisfied that the noise ordinance is sufficient. The consensus was there does not need to be any changes. If there is a problem, he would like to hear more.

Mayor Bylund stated that everyone needs to understand the chain of command. The Council can take a look at what can be done legally with the noise ordinance. Council can do what is in their legal purview. They cannot make laws in violation of the Constitution of the State of Florida. She has also been receiving complaints from those who do not understand the First Amendment of the U.S. Constitution.

Mr. Waters advised that any regulation on speech has to be content neutral. Curse words are not obscenity. Obscenity is not protected under the First Amendment. And by the Supreme Court of the United States, curse words are not obscenity.

Mr. Pike commented he would contact Waste Pro regarding the complaint earlier that all items were placed in the same truck. Waste Pro is great to work with.

Adjournment

There being no further business, Mayor Bylund adjourned the meeting at 7:45 p.m.

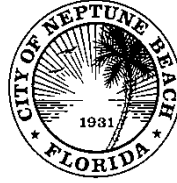
\_\_\_\_\_  
Corrine A. Bylund, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_

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



**MINUTES  
SPECIAL CITY COUNCIL MEETING  
MONDAY, MARCH 16, 2026, 6:00 P.M.  
NEPTUNE BEACH CITY HALL  
116 FIRST STREET  
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held Monday, March 16, 2026, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

**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  
Chief Financial Officer Jaime Hernandez  
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/Pledge

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

National Donate Life Month

National Donate Life Month Proclamation. Mayor Bylund read and presented a proclamation recognizing April 2026, as National Donate Life Month in Neptune Beach. Jessica Grossberg, MPH, Public Education Coordinator with LifeQuest Organ Recovery Services, was on hand to receive the proclamation.

Lights Out Neptune Beach

Lights Out Neptune Beach Nights Proclamation. Mayor Bylund read and presented a proclamation supporting reduced nighttime lighting during bird migration. Neptune Beach residents, businesses, and organizations are encouraged to turn off nonessential lights from 11:00 p.m. to 6:00 a.m. during these periods to help ensure the safe passage of migratory birds.

Elizabeth Filippelli, Vice President, Duval Audubon Society, Co-Lead Lights Out Northeast Florida, thanked Council and staff and expressed that she is grateful for the conservation advocacy.

**RESOLUTIONS**

Res. No. 2026-09, MOU for Debris Management

Resolution No. 2026-09, A Resolution of the City of Neptune Beach, Duval County, Florida, Approving the Memorandum of Understanding Between the City of Jacksonville and the City of Neptune Beach for Use of Disaster Debris Management Site; Providing for Incorporation of Recitals, Direction for Execution, Severability, and an Effective Date.

Made by Messinger, seconded by Horvath.

**MOTION:** **TO ADOPT RESOLUTION NO. 2026-09, APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF JACKSONVILLE FOR USE OF DISASTER DEBRIS MANAGEMENT SITE**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

**PUBLIC COMMENTS**

Public Comment Ginny Thurson, 1200 7<sup>th</sup> Street, Neptune Beach, commented that she supports adding an additional court for Fletcher High School, but not to facilitate other people coming from around Jacksonville. She also had concerns for parking issues cause by more cars.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, stated that the focus for the park seems to be on adult courts. The City could do a better job expanding the children's equipment.

Amber Lenfert, 815 Valley Forge Rd. E., Neptune Beach, expressed her support for two more volleyball courts. She added that on many evenings and weekends, members of the community are waiting to play.

Lang Chaires, 533 Magnolia Street, Neptune Beach, has lived at his address for 50 years. He is also concerned about the parking and increased traffic.

William Fogel, 525 Oceanwood Drive, Neptune Beach, stated he was there as he thought the City was going to throw money at skateboarding. He added it was hard to find information.

Barnes Sale, 501 Magnolia Street, Neptune Beach, spoke about security in the area around Jarboe Park. He stated that if there is a parking lot, he would encourage regular patrol. He also had concerns regarding the lighting.

Dustin Edwards, 517 Magnolia Street, Neptune Beach, stated that his house backs up directly to the proposed parking. He spoke regarding the lighting, Beaches Chapel parking, and the construction involved for the parking. He added that speed humps would be nice on his street.

**ACTION ITEMS**

Jarboe Park Update Jarboe Park Concept Design. Project Manager Blake West gave a walkthrough of the latest design. This phase includes the field, a 10-foot multi-use path around the perimeter of the field, one additional volleyball court, and a mini-roundabout. Fifth Street would be split into two one-way streets. Construction on the field could begin the following week.

Council discussion included tabletop traffic devices, lighting, security, erosion constraints, preserving neighbor access, and adding one additional volleyball court.

Made by Messinger, seconded by Livingston.

**MOTION:            TO DIRECT STAFF TO MOVE FORWARD WITH JARBOE PARK IMPROVEMENTS AS SHOWN EAST OF FIFTH STREET**

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

**MOTION CARRIED**

Mayor Bylund stated we would move forward with the field and everything east of 5<sup>th</sup> Street and an updated concept based on the comments from this meeting would be presented at the next meeting.

Piggyback Agreement for Multi-Use Path/Field Work

Piggyback Agreement Between the City of Neptune Beach and ACON Construction Company (Jarboe Park Multi-Use Field).

Councilor Messinger pointed out the importance of having proper drainage based on the amount of grading being done.

Mayor Bylund pointed out that this project was budgeted and approved for FY25-26. The City just received funding from COJ for the next phase, including the skate park. She added that the funds received are allocated for specific projects and can only be spent on those projects.

Made by Messinger, seconded by Livingston.

**MOTION:            TO APPROVE THE PIGGYBACK AGREEMENT BETWEEN THE CITY OF NEPTUNE BEACH AND ACON CONSTRUCTION COMPANY (JARBOE PARK MULTI-USE FIELD)**

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

**MOTION CARRIED**

**PUBLIC COMMENTS**

Public Comments    John Holmes, 914 4<sup>th</sup> Street, Neptune Beach, commented he was almost run over by e-bikes. The kids on e-bikes have no regard for seniors.

Adjournment        There being no further business, the Special Meeting adjourned at 7:12 p.m.

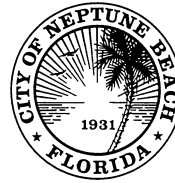
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Corrine A. Bylund, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_



**MINUTES**  
**WORKSHOP CITY COUNCIL MEETING**  
**MONDAY, MARCH 16, 2026, 7:12 P.M.**  
**IMMEDIATELY FOLLOWING SPECIAL MEETING**  
**NEPTUNE BEACH CITY HALL**  
**116 FIRST STREET**  
**NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, March 16, 2026, at 7:12 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

**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  
 Chief Financial Officer Jaime Hernandez  
 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 workshop meeting to order at 7:12 p.m.

**PUBLIC COMMENTS**

Public Comments

Lang Chaires, 533 Magnolia Street, Neptune Beach, stated that school buses from out of town are parking along 5<sup>th</sup> Street when going to Beaches Chapel.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, presented the second draft of the Dover Kohl Vision Plan from 2021. She stated that included in that draft was paid parking on First Street, which was removed from the final draft.

Tom Goelz, 217 First Street, Neptune Beach, stated he and his wife own three buildings, 214 Orange Street, and 217 and 220 1<sup>st</sup> Street with small businesses operating there. He asked how to get more information on the paid parking process.

Deanne Dunlop, 2033 Mary Brant Loop N, Neptune Beach, read an email into the record from Emilie Christenson, business owner in the Beaches Town Center requesting the current parking system operate for a full year before making additional pricing changes.

Rachel Crismond, 310 Pablo Road, Ponte Vedra Beach, owner of Kyds Children's Boutique, requested Council to pause any additional parking rate increases.

John Holmes, 914 4th Street, Neptune Beach, stated he is on a fixed budget and would like to know if the water and sewer rates will be increased.

### **ISSUE DEVELOPMENT**

**Paid Parking** Paid Parking. Council discussion included data collection, paid parking on First Street, maintenance costs in the Beaches Town Center, the merchants study proposing the \$5 per hour rate, the recent parking rate increase, and communication.

Made by Livingston, seconded by Horvath.

**MOTION: TO LEAVE THE RATES THE SAME THROUGH DECEMBER 2026**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

**Water and Sewer Rates** Water and Sewer Rates. Chief Financial Officer Jaime Hernandez reported that the last water and sewer rate study was conducted by Burton and Associates in 2016, with incremental rate increases through FY2019. After FY2019, there were no more increases. He added that the fund is experiencing a structural deficiency, and the consequences of not having any increases will reduce the reserves and limit the City's ability to fund capital projects, and we are out of statutory compliance.

Council discussion included a phased implementation of increased fees and waiting on the results of the previously approved study as a validating tool.

Mayor Bylund reminded everyone that Council has not voted to spend the funds on this study. The City has not even seen the vendors and quotes. Mr. Hernandez would present proposals at the next meeting.

**Kiwanis Grant** Kiwanis Club Grant Award -Music in Jarboe Park. Parks and Sustainability Director Colin Moore announced the City of Neptune Beach had been awarded a grant from the Beaches Kiwanis Club. The grant would fund outdoor musical instruments which are weather-resistant and installed in a manner that will allow both adults and children who are wheelchair bound.

Made by Messinger, seconded by Livingston

**MOTION: TO DIRECT MR. MOORE TO MOVE FORWARD WITH THE KIWANIS GRANT EQUIPMENT**

Roll Call Vote:

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

Noes: 0

**MOTION CARRIED**

### **PUBLIC COMMENTS**

Public Comment Pat Hazouri, 207 Florida Boulevard, Neptune Beach, requested what has happened to the millions of dollars collected over the years. The funds have not gone into the infrastructure until now. She stated there were scheduled meetings that never happened.

Deanne Dunlop, 2033 Mary Brant Loop N, Neptune Beach, requested better communications. She stated that there was no City newsletter. She encouraged the City to do things that are more appealing to the community.

**COUNCIL COMMENTS**

Councilor Messinger commented that there were meetings held for the projects as he received emails questioning the meetings and questioning the costs. There are also photos of attendees at those meetings. He also received emails complaining about the amount of time infrastructure projects were taking.

Councilor Horvath reported that the City recently started a newsletter and it is very well communicated. He also sits on the Half-Cent Surtax Committee for Duval County. This allows representation from the beaches. He reported that construction is beginning at Fletcher High School this summer. The volleyball courts were not funded.

Mr. Rogers pointed out Capital Improvement Projects completed from 2019 until now. He also reported on the notable projects including the redundant sewer project on Third Street. This is a matter of fixing what needs to be fixed today.

Public Works Director Deryle Calhoun reported the City replaced a new potable well was drilled to replace two that had failed from 1938 and 1941. The City has spent significant dollars at the wastewater plant.

Mayor Bylund commented that every month since she was elected, Council has approved substantial infrastructure projects. She also stated that the agreement with Atlantic Beach is just for fire suppression. This has already been discussed.

Mayor Bylund announced on Friday, March 27, 2026, there will be an eco-egg hunt, starting at 6:30 p.m., at Jarboe Park, followed by Movies with the Mayor, featuring the movie, *Peter Rabbit*. On March 21, 2026, there is a beach cleanup from 7 a.m. to 9 a.m., starting at the lifeguard station as part of the St. Johns River Celebration

Adjournment There being no further business, the workshop meeting adjourned at 8:21 p.m.

\_\_\_\_\_  
Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_

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



**MINUTES  
TOWN HALL MEETING  
IMMEDIATELY FOLLOWING THE WORKSHOP MEETING  
MONDAY, MARCH 16, 2026, 8:21 P.M.  
NEPTUNE BEACH CITY HALL  
116 FIRST STREET  
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Town Hall Meeting of the City Council of the City of Neptune Beach was held on Monday, March 16, 2026, at 8:21 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

**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
- Chief Financial Officer Jaime Hernandez
- 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/Pledge

Mayor Bylund called the Town Hall Meeting to order at 8:21 p.m.

Public  
Comments

Mayor Bylund asked for public comments.

Glen Sherouse, 100 Hall Place, Neptune Beach, commented that this is about the fourth time he has been at a meeting to discuss the noise issue. He added he has repeatedly called the police and they have been at his door. He asked why is there not evidence of Pete's being ticketed or cited for repeated offenses.

Chief of Police Michael Key reported there have been no complaints in the last two weeks. The Police Department is postured to respond as always and adequately enforce noise ordinances, when necessary. He would gladly approach the problem. It takes neighbors complaining and registered calls.

City Attorney Paul Waters advised there is an ordinance in the books. It appears it is being enforced. There could be increased penalties. There are a number of ways to amend an ordinance to make it stricter.

Mayor Bylund stated there could be a workshop where everyone looks at the ordinance to see if there is anything that can be changed as a body.

Mr. Waters expressed this problem is not unique to Neptune Beach. He would be happy to facilitate a workshop and bring examples of ordinances.

Councilor Messinger indicated this issue is coming up more and more. He would be interested in a workshop to see what we could do to add more teeth to it. He also added that the City would need to communicate with everyone if there is more added to the ordinance so they are not caught off guard.

Councilor Rogers commented he does not think there needs to be any change to the ordinance. It states if you are operating playback equipment after 10 o'clock and it is plainly audible from the public street or adjacent lot, there is a violation.

Christopher West, 106 Hall Place, Neptune Beach, commented that the problem started with the opening of the patio. He urged Council in the ordinance to shut it down at 10 o'clock.

Pat Hazouri, 207 Florida Boulevard, Neptune Beach, stated earlier she was talking about the millions not put toward infrastructure, an agreement with Atlantic Beach and more development.

Mayor Bylund stated that the agreement is not for potable water. It is for water for the fire sprinkler for insurance purposes.

Councilor Messinger explained that the green water tower was built without Council approval to the detriment of the neighbors, to meet insurance obligations. There was an agreement reached. If Neptune Beach could get the connection, the water tower would come down. There was a separate request for potable water.

Adjournment      The Town Hall Meeting adjourned at 8:50 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-04/01/2026**

**Police Department- Chief Michael Key**

*(See Separate March 2026 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
- Prepare and update 2026 election information

**Community Development-Heather Whitmore**

**1. PUBLIC HEARING AGENDA ITEMS:**

- a. March 25, 2026 HISTORIC REVIEW BOARD (past)**
  - i. APPROVED - HS26-02:** Application for Determination of Historical Significance for 1412 Strand Street
- b. April 6, 2026 CITY COUNCIL**
  - i.** Sec. 27-330. - Fences, walls, and hedges ordinance
  - ii.** Sec. 18-5. - Abandoning or private use of public property or rights-of-way ordinance
  - iii.** RFP: Development Impact Fees
  - iv.** RFP: Community Redevelopment Area Consulting Services
- c. April 11, 2026 COMMUNITY DEVELOPMENT BOARD**
  - i. DP26-03:** Application for Open-Air Markets as outlined in Chapter 17, Sale Article III. "Temporary Open-Air Sales and Markets" of Neptune Beach for Here Tomorrow's 2nd Annual ECHO Fair at Jarboe Park on August 22, 2026.
  - ii. V26-03:** Application for variance for Fifth Third Bank/BDG Architects for the property currently known as 626 Atlantic Blvd. The applicant requests a variance from Table 27-239 C-3 frontage buildout to permit a 30% building frontage in lieu of the required 70% building frontage.
  - iii. SE26-01:** Application for art project for Fifth Third Bank/BDG Architects for the property currently known as 626 Atlantic Blvd. The applicant requests approval for a mural.

- iv. **DP26-04:** Application for Preliminary Development Plan for Fifth Third Bank/BDG Architects for the property currently known as 626 Atlantic Blvd. The applicant requests to establish a 1,978 square foot bank
  - v. Sec. 27-330. - Fences, walls, and hedges ordinance
  - vi. Sec. 18-5. - Abandoning or private use of public property or rights-of-way ordinance
- d. April 20, 2026 CITY COUNCIL**
- i. Sec. 27-330. - Fences, walls, and hedges ordinance (2<sup>nd</sup> Read)
  - ii. Sec. 18-5. - Abandoning or private use of public property or rights-of-way ordinance (2<sup>nd</sup> Read)

**2. Staff Priorities**

- a. Monthly Revenue Reporting in Tyler/
- b. Building Clerk Hired – April 6<sup>th</sup> start date

**3. Current Major Projects**

- a. Capital Improvements Planning – Draft Deliverable June 2026
- b. Capital Revenue Planning/Development Impact Fees – Draft Outline Deliverable June 2026
- c. Community Development Feasibility Study (CRA) – Draft Deliverable June 2026
- d. MyGov - Community Development Online Permitting/Electronic Records
- e. Scanning all records

**4. Incoming Development**

- a. 450 Atlantic Blvd - Karaoke and Sports Lounge
- b. 628 Atlantic Blvd – Tropical Smoothie
- c. 1501 Atlantic Blvd - Reve Brewing
- d. 1112 Third St – Office Building
- e. 626 Atlantic Blvd - Fifth Third Bank

**5. Monthly Revenue:**

October 1, 2025 to September 30, 2026		2024/2025	
Month	Cash Receipts	Month	Cash Receipts
Oct-25	\$55,436.33	Oct-24	\$24,781.74
Nov-25	\$26,898.86	Nov-24	\$22,912.39
Dec-25	\$29,965.78	Dec-24	\$30,572.52
Jan-26	\$30,311.00	Jan-25	\$42,657.66
Feb-26	\$42,224.00	Feb-25	\$13,974.35
Mar-26	\$72,178.00	Mar-25	\$33,700.11
<b>Totals</b>	<b>\$257,013.97</b>	<b>Totals</b>	<b>\$168,598.77</b>
<b>FY 24/25 - FY 25/26</b>			
		<b>Difference +</b>	<b>\$ 88,415</b>
		<b>Difference +</b>	<b>152%</b>

## **Finance-Jaime Hernandez**

### **Budget Development**

#### **FY 2026–27 Budget Progress**

- Base Budget Assumptions  
All General Fund departmental and fund budgets for FY 2026–27 must be developed using the FY 2025–26 expenditure levels as the baseline.
- No new operational increases would be included.
- Personnel Costs / Cost-of-Living Adjustment (COLA)  
The only increase under consideration at this time is a 3.5% Cost-of-Living Adjustment (COLA) for applicable employees.
  - This increase is subject to City Council approval.
- A copy of the budget draft has been sent to each department/fund for review and discussion.
- G&A and Overhead (OVH) cost allocation analysis has been completed using updated financial data, ensuring consistent cross-fund application and enhanced transparency in allocation methodology.

#### **Next Steps**

- Incorporate revised cost projections into the consolidated budget model.
- Prepare preliminary budget scenarios for internal review, focusing on operating stability.
- Review capital funding needs.
- Begin assembling the Budget Workshop presentation for Council.

### **Financial Operations**

#### **Accounting & Reporting**

- Month-end closure is underway; preliminary results indicate operating performance consistent with budget expectations.
- Staff are finalizing reconciliation of interfund activities, including updated indirect cost allocations.
- Reviewing grant accounts for upcoming reimbursement submissions.

#### **Audit & Compliance**

- The external auditors have concluded interim testing; no major findings at this stage.
- Internal control updates are being drafted to address workflow improvements identified during the allocation review.

- Finance is updating documentation for citywide policy compliance (purchasing, travel, internal chargebacks).

## **Technology & Process Improvements**

### **Financial System Enhancements**

- Continuing to explore ways to improve reporting templates, including automated cost allocation schedules and budget dashboards.
- Working to implement automated budget software to streamline the data requirements necessary for developing the annual budget.

### **Process Modernization**

- Evaluating options for electronic workflow enhancements on various processes.
- Initiating a review of document retention practices to improve audit readiness and digital accessibility.

### **Key Items**

- Review of preliminary budget for the Council Budget Workshop.
- Mid-year financial status presentation planned for April 20, 2026.

## **Human Resources-Jillian McCann**

- Human Resources is currently hiring for Laborer I and Utility Laborer I in the Public Works Department. Interviews for the Wastewater Operator, Building Clerk, and Beaches Parking Ambassador positions are complete, and offers have been made. The chosen candidates are now going through onboarding.
- Last month, Connor Bonham was promoted to Meter Reader, and James Parks moved up to Mobility Manager.
- Labor negotiation meetings are tentatively planned. The City and FOP will meet on Tuesday, April 7, at 10:00 am. Meetings with Liuna Local 630 are scheduled for Monday, May 4, at 10:00 am.
- Abentras, our Benefits Administrator, is reviewing our current insurance plan and comparing it to a self-insured option. The department will share its findings soon.

## **IT Department-Ricardo Pizarro**

Information Technology has started or is near completion of the following projects:

- Laptop Refresh
- Thermal Printer Refresh

- Mobile Device Refresh
- SBC Integration

**Parks & Sustainability/Mobility Mgmt.- Colin Moore; Project Management-Blake West**

- State Appropriation Request for Davis Street Culvert Improvement Project submitted to State Representative Michael and Senator Yarborough - \$350,000 for the project is in the proposed Senate budget
- \$385,000 funding request for Jarboe Park Improvements approved at the March 10 COJ City Council meeting
- Cleary Park landscape design installation completed
- Jarboe Park Field construction began on March 23
- Coordinating with Beaches Town Center Authority, Atlantic Beach, and Beaches Energy on new streetlight standard for the Town Center
- Coordinating with Public Works on new FDOT Maintenance Agreement for Atlantic Blvd
- Monthly Paid Parking Statistics updated on the North Beaches Parking web page
- Unpaid parking violations to move to Collections on April 15

**Public Works- Deryle Calhoun**

(Updates in underline font)

Potable Water System

- 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. Field meet held with well contractor. Planning for FY27 budget request.
- Water Tower – Equipment was damaged at the water tower due to insufficient electrical grounding during tank renovation. Tank maintenance contractor reimbursed 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.
- Staff evaluated and chose software for development of a hydraulic model of the potable water system.
- Water Shortage Order – The Governing Board of the St. Johns River Water Management District issued a Phase I Moderate Water Shortage order due to ongoing rain shortfalls. The city is messaging to citizens regarding the order to encourage conservation efforts. Water billing stuffers have been prepared for April.

## Wastewater System

- Rehabilitation of junction manhole at Florida Pump Station – During pipeline construction, a significant loss of manhole wall thickness was noted. Rehabilitation of the manhole was significantly completed on 2/23/26 and will be completed following additional work by the pipeline contractor.
- Senate Bill 64 and Advanced Wastewater Treatment regulatory requirements – A regulatory primer and proposed timeline for choosing an engineer for improvements at the treatment facility were provided to Council for consideration and feedback.
- Staff evaluated and chose software for development of a hydraulic model of the sanitary sewer system. Field data will be collected with city survey equipment and personnel. Manholes will be inspected during this work and an inventory of rehabilitation needs developed.
- Wastewater Treatment Facility Consent Order – FDEP issued a Consent Order in 2020 for various violations of permit requirements. Following extensive work on the facility, permit compliance was achieved in 2025. As a result of continuous compliance since that time, staff have requested that the Consent Order be closed.

## Stormwater System

- Hopkins Creek improvements at Florida and Forest – Due to the pursuit of grant funding for Forest Avenue, construction most likely would begin in the summer of 2027. A 90% design review meeting was held with COJ's engineering contractor.
- Myra, Margaret, and South stormwater improvements – Construction of infrastructure now over 75% complete. Discussions with contractor for potential change orders to replace a portion of the water main in the project bounds and to provide full asphalt mill and paving in lieu of patching.
- Town Center pump station – Design of new discharge point underway to minimize flooding in Town Center. Discussions regarding adding water main crossing of 3<sup>rd</sup> 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 – Survey and geotechnical field underway.

## Public Works

- Public Works roofing project – Contractor and consulting engineer both submitted final pay applications.

## Senior Center-Leslie Lyne

- YTD DONATIONS/FUNDRAISERS \$17,721.10-through March 25, 2026
- YTD Attendees-6,846 (duplicated persons' participation)
- YTD Attendees-599 (unduplicated people through 3/25/2026)
- YTD Events Offered-1,489 to fill social, cultural, recreational, and physical needs
- Guests/Members scheduled fundraising tours in 2026:  
Holland, Belgium Tulip tour, Paris & Normandy tour (departure April); Christmas Markets of Europe, Black Hills & Badlands (departure September), 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
- CDBG 2026-2027 Grant submitted requesting \$48,000
- March 10, 2026, Broadway in Jacksonville "Moulin Rouge"-45 attendees
- Hearing Life Presentation March 17 @ 1:30pm-Information Sharing (rescheduled for April)
- Fundraiser Travel Presentation Saturday, April 25 @ Our Lady Star of the Seas-Faith-Based tours as requested
- April 24, 2026, Day Trip Planned on Amelia River Cruises & lunch at the Sand Dollar for 40 participants
- AARP Safe Driving class scheduled April 25 & 26, 2026
- May 12, 2026, Stroke Awareness with guest presenter Dr. Warren V. Carrigan III, neurologist



**Agenda Item #8A  
Second Read  
Ord. No. 2025-19  
BES Agreement**

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

<b>AGENDA ITEMS:</b>	Second Reading of <b>Ordinance 2025-19: Beaches Energy Agreement</b>
<b>SUBMITTED BY:</b>	City Manager Richard Pike
<b>DATE:</b>	April 1, 2026
<b>BACKGROUND:</b>	<p>The ordinance and franchise agreement 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.</p> <p>The ordinance passed at First Reading on December 1, 2025.</p> <p>Language was added and revised to Section 9 regarding Streetlighting.</p>
<b>RECOMMENDATION:</b>	Second Reading and Adoption of Ordinance No. 2025-19
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"> <li>1. Ordinance No. 2025-19, with added and revised language to Section 9</li> <li>2. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes.</li> <li>3. BES Reliability Report</li> <li>4. 2002 Agreement</li> </ol>

**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. Grantee further acknowledges that future changes to outdoor lighting will provide a quality and quantity of light (i.e., shielding, lumens, diminishing light pollution, etc.) that is no less than available as of the date of this agreement for Grantee. For clarity and future reference, Exhibit A

attached hereto lists the fixtures that are available as of the effective date of this Franchise Agreement. Further, if Grantor desires different outdoor lighting in the future that is not stocked by Grantee, Grantor shall bear the costs of such different facilities, which will be stocked and held in inventory by Grantee upon payment of the same by Grantor.

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 3<sup>rd</sup> 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:**

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 1<sup>st</sup> day of December, 2025

**VOTE RESULTS OF SECOND AND FINAL READING:**

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

Passed at Second and Final Reading this \_\_ day of \_\_\_\_\_, 2026.

**CITY OF NEPTUNE BEACH**

\_\_\_\_\_  
Corrine A. Bylund, Mayor

\_\_\_\_\_  
Richard Pike, City Manager

ATTEST:

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Catherine Ponson, City Clerk

\_\_\_\_\_  
Paul Waters, City Attorney

\_\_\_\_\_  
Date Signed

**CITY OF JACKSONVILLE BEACH**

\_\_\_\_\_  
Christine Hoffman, Mayor

\_\_\_\_\_  
Michael Staffopoulos, City Manager

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form and legal  
sufficiency:

---

Molly Alleger, City Clerk

---

David Migut, City Attorney

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Date Signed

# **EXHIBIT A**

## **Beaches Energy Services Dusk to Dawn Lighting Service**

### **Monthly Base Cost Calculator**

**Effective as of April 2026**

# Beaches Energy Services Dusk to Dawn Lighting - Monthly Base Cost Calculator

base rates based on City of Jacksonville Beach Resolution number 2174-2024

**Lighting Project (name and area or address):**

< Lighting Project >

## Monthly Base Rental Rate Schedule for each Light - per COJB Resolution no. 2174-2024 (years 2025-2034)

		Light style name / Light type	Wattage/type	cost
<p>ARCH (modern Architectural style) LED</p> 		<p><b>Architectural Post Top - ARCH / 3,000 degree-K T3</b> modern architectural style with matching pole</p>	40W-49W	\$ 37.26
<p>HIST (Gran Ville style)</p> 		<p><b>Gran Ville - HIST / with fluted fiberglass pole and base / 3,000 degree-K T2U</b> (also pertains to remaining 100W HPS* and 70W MH** of the same style)</p>	30W-39W	\$ 23.44
<p>STAN (Colonial style) LED</p> 		<p><b>Colonial - STAN / with embed type fiberglass pole / 2,700 degree-K T2U</b> (also pertains to remaining 100W HPS* of the same style)</p>	50W-59W	\$ 10.58
<p>WFS (Colonial style) LED</p> 		<p><b>Colonial Wildlife Friendly Standard Post-Top - WFS / 590 nm T2U</b> with embed type fiberglass pole</p>	30W-39W	\$ 11.72
<p>URBS PA1 T2U LED</p> 		<p><b>Urban Roadway Small - URBS ("Nano") / 2.700 degree-K T2U PA1</b> (also pertains to remaining 100W HPS* NEMA, 175W MV*** NEMA, and 70W HPS* Cobra-flat-lens)</p>	60W-69W	\$ 7.40
<p>Former: 100W HPS* or 175W MV*** NEMA</p> 	<p>Former 70W HPS* Cobra Flat Lens</p> 			
<p>URBM PA2 T2U LED Black Mongoose mount (may also be standard arm)</p> 		<p><b>Urban Roadway Medium - URBM / 2,700-degree-K T2U PA2</b> (also pertains to remaining 250W MH** Mongoose fixture)</p>	140W-149W	\$ 11.99
	<p>Former Mongoose</p> 			

mounted)

MAJM  
LED



**Major Roadway Medium - MAJM / 3,000-degree-K T3 PA2**  
(also pertains to remaining 250W Cobra (HPS\*, MH\*\*, MV\*\*\*)  
and 250W HPS\* Cobra-flat-lens

130W-139W

\$ 11.99

Former Cobra  
(standard)



MAJL  
LED



**Major Roadway Large - MAJL / 3,000-degree-K T3 PA3**  
(also pertains to remaining 400W (HPS\*, MH\*\*, and MV\*\*\*)

200W-209W

\$ 13.96

Former  
Cobra  
(standard)



WFRL  
590 nm  
LED



**Wildlife Friendly Roadway Large - WFRL / 590 nm T2U PA3**

90W-99W

\$ 15.48

AREA  
(Flood type light)  
LED



**Area Flood Light - AREA / LED**  
(also pertains to remaining 1000W MH\*\*  
and 1000W MV\*\*\* Flood Lights)

390W-399W

\$ 17.03

former  
old MH\*\*  
Flood Light  
on Pole



HPS\* = high pressure Sodium / MH\*\* = Metal Halide / MV\*\*\* - Mercury Vapour



# **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 law<sup>1</sup> 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;

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<sup>1</sup> 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*

# Beaches Energy Reliability Report

Reporting Period: January – December 2025

# Beaches Energy Reliability Report

- The purpose of this quarterly report is to provide information regarding electrical outage frequencies and durations when compared to Beaches Energy's system-wide data
- Reliability Terms
  - SAIDI - System Average Interruption Duration Index (**minutes** of outages)
  - SAIFI - System Average Interruption Frequency Index (**number** of outages)
- Momentary interruptions (less than one minute) are excluded from all calculations per industry benchmark standards

# Beaches Energy Reliability Report

- Summary
  - Neptune Beach's 2025 reliability performance reflects low outage frequency and limited customer impact, with SAIDI and SAIFI driven by a small number of isolated, non-storm equipment events
  - Sustained outages occurred in only six months of calendar year 2025
  - Using normalized metrics, Neptune Beach continues to perform significantly better than the Beaches Energy total system average

# Beaches Energy Reliability Report

- Sustained outage data for 4,020 customers in CONB
- Data is storm-normalized (excludes major storm events – named or extreme weather events declared as storm events)
- Causes
  - SAIFI - Equipment 93%; Animals 7%
  - SAIDI - Equipment 91%; Animals 9%
- No **sustained** outages attributed to storms, lightning, wind, or vegetation

Month	Sustained Events	Customers Impacted	SAIDI Contribution
Jan	0	0	0.00 min
Feb	0	0	0.00 min
Mar	0	0	0.00 min
<b>Apr</b>	<b>0</b>	<b>0</b>	<b>0.00 min</b>
<b>May</b>	<b>3</b>	<b>34</b>	<b>0.84 min</b>
Jun	0	0	0.00 min
<b>Jul</b>	<b>1</b>	<b>71</b>	<b>2.21 min</b>
<b>Aug</b>	<b>1</b>	<b>159</b>	<b>1.90 min</b>
Sep	0	0	0.00 min
<b>Oct</b>	<b>1</b>	<b>1</b>	<b>0.04 min</b>
<b>Nov</b>	<b>2</b>	<b>36</b>	<b>1.02 min</b>
<b>Dec</b>	<b>2</b>	<b>5</b>	<b>0.13 min</b>

All customer counts shown reflect **actual sustained outages**, not momentary operations.

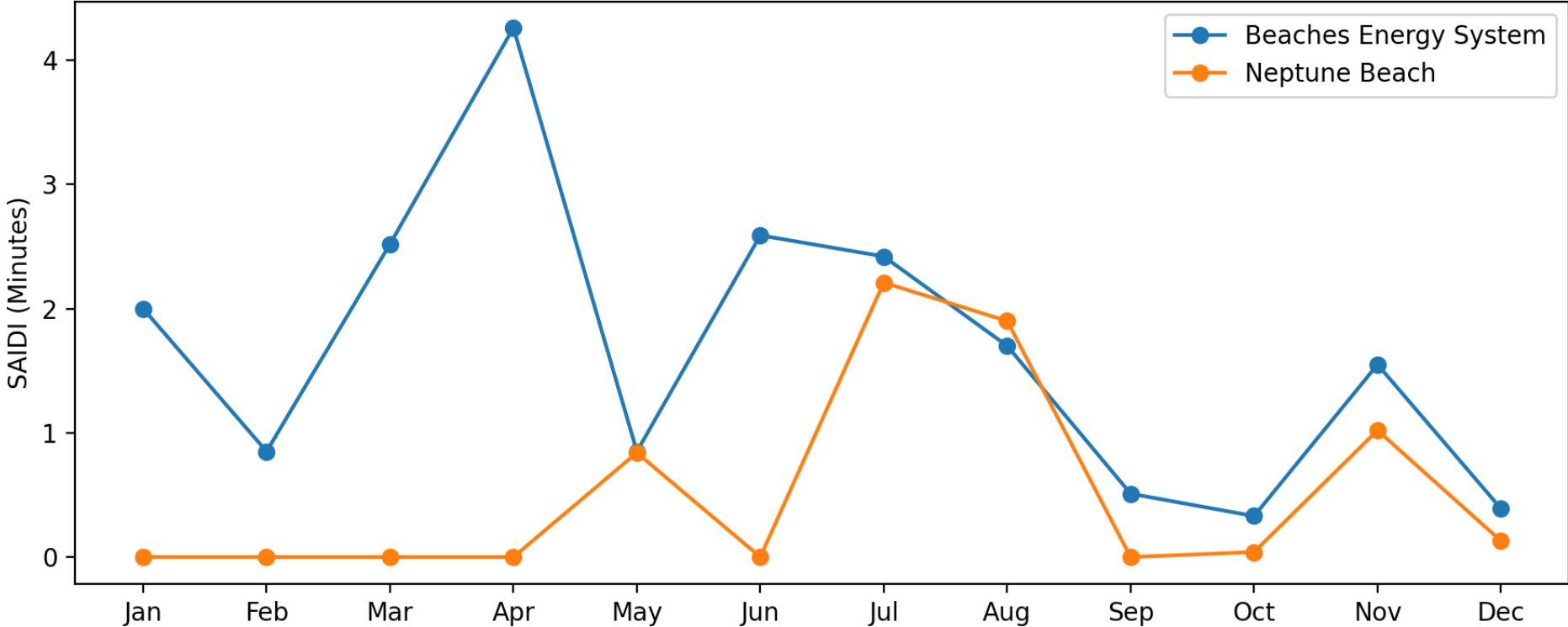
# Beaches Energy Reliability Report

- Comparing CONB performance to Beaches Energy system-wide
  - Summary reflects storm-normalized, sustained outage performance using verified customer counts
  - Neptune Beach metrics calculated using 4,020 customers, and Beaches Energy system-wide metrics using 36,250 customers
  - Momentary interruptions (less than one minute) are excluded from all calculations. Sustained outages occurred in only six months of the year and were driven by isolated, non-storm equipment events.

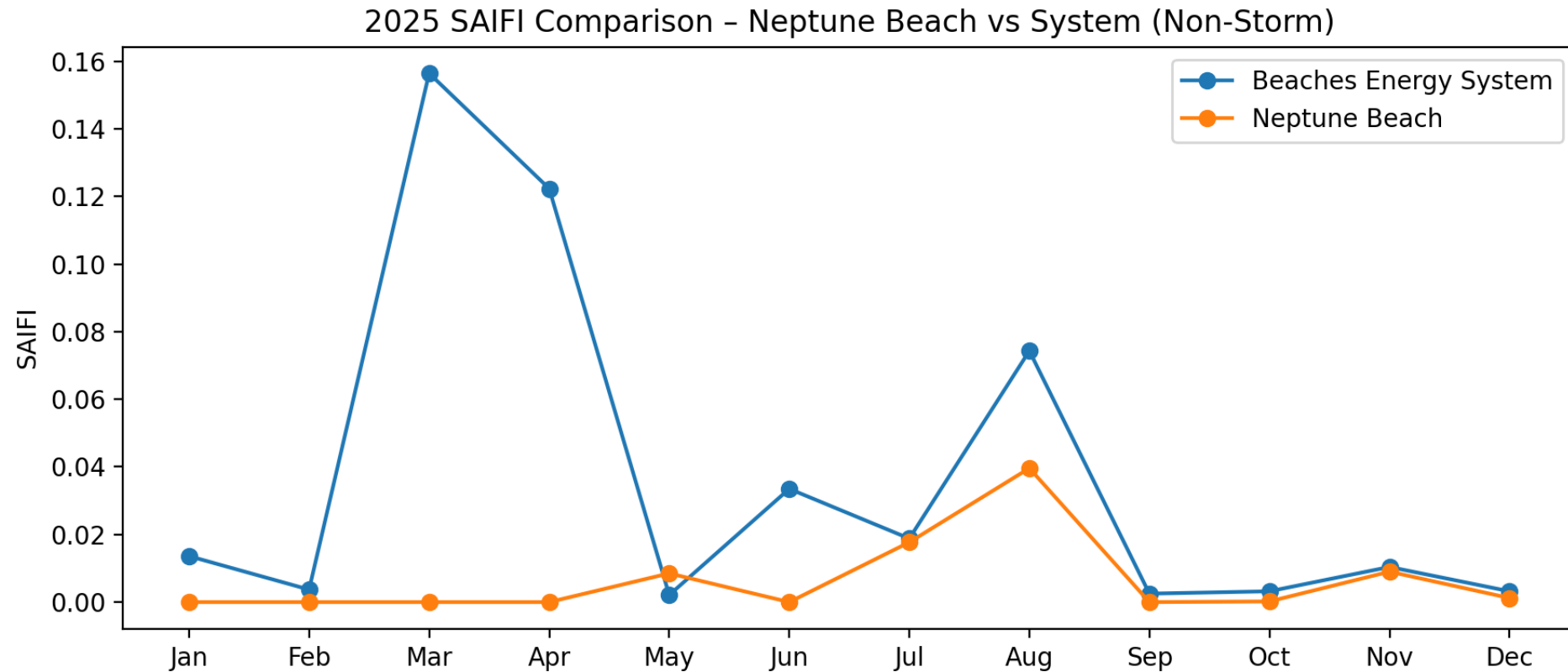
Metric	Neptune Beach (4,020)	Beaches Energy (36,250)	Relative Performance
SAIDI (minutes)	6.14	≈ 20.0	≈ 69% better
SAIFI	0.076	≈ 0.44	≈ 83% better

# Beaches Energy Reliability Report

2025 SAIDI Comparison - Neptune Beach vs System (Non-Storm)



# Beaches Energy Reliability Report



\*

**ELECTRIC SERVICE AGREEMENT**

**Between**

**CITY OF JACKSONVILLE BEACH, FLORIDA**

**and**

**CITY OF NEPTUNE BEACH, FLORIDA**



**COPY**

**THIS AGREEMENT**, made and entered into this 1st day of October, 2002, by and between the City of Jacksonville Beach, a municipal corporation of the State of Florida, and the City of Neptune Beach, a municipal corporation of the State of Florida, pursuant to the resolutions of their respective councils adopted at public meetings held on October 7, 2002 and Sept. 23, 2002, respectively.

**WITNESSETH:**

That in consideration of the premises and of the mutual undertakings, covenants, promises and agreements of the respective parties hereto as hereinafter provided, and other valuable considerations moving to each of said parties, it is hereby mutually covenanted and agreed by and between the parties hereto, as follows:

**SECTION 1. DATE AND TERM:** This Agreement shall become effective on October 1, 2002, and shall continue in effect for a period of ten (10) years, and shall thereafter continue in effect on a year to year basis.

During the initial ten (10) years, this Agreement can not be terminated by either party except for failure to comply in a substantial respect with the provisions of this Agreement.

After the expiration of the initial ten (10) years, this Agreement may be terminated at the option of either party by giving written advance notice of not less than six (6) months prior to the end of any calendar year of its intention to terminate this Agreement at the end of said calendar year.

**SECTION 2. RIGHT OF THE CITY OF JACKSONVILLE BEACH TO OPERATE ELECTRIC DISTRIBUTION SYSTEM:** Subject to the terms and conditions hereinafter set forth, the City of Jacksonville Beach, and its successors and assigns, shall have and exercise the exclusive right, privilege and authority to construct, maintain and operate in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City of Neptune Beach and its successors, in accordance with established practice with respect to electrical distribution system construction and maintenance, electric light and power facilities including conduits, poles, wires, cables, transformers and the like, for the purpose of supplying electricity to the City of Neptune Beach, its successors, the inhabitants thereof and persons and corporations within and without the limits thereof, and including the operation and maintenance of watt hour meters, the reading thereof and billing and collection for the electrical service rendered. The facilities shall be so located and so erected as to interfere as little as possible with traffic over said streets, alleys, bridges and public places, and with reasonable egress from and ingress to abutting property. When any portion of a street is excavated in the location or relocation of electric facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the City of Jacksonville Beach at its expense and in as good condition as it was at the time of such excavation.

**SECTION 3. OBLIGATION OF THE CITY OF JACKSONVILLE BEACH TO SUPPLY ELECTRICAL ENERGY:** The City of Jacksonville Beach shall, at its sole cost and expense, furnish and maintain an adequate modern electrical distribution system in the City of Neptune Beach, sufficient to meet the requirements of the users of electricity therein, and to maintain reasonably uninterrupted service sufficient to meet such requirements; provided, however, that the City of Jacksonville Beach shall not be liable or responsible for interruption of service or voltage fluctuation as the result of fire, strike, riot, vandalism, explosion, failure of defective equipment or materials, flood, windstorm, lightning, accident, acts of God, or the public enemy, any act by the supplier of bulk electrical energy to the City of Jacksonville Beach or other acts beyond the control of the

City of Jacksonville Beach, but the City of Jacksonville Beach shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing herein contained shall be construed as permitting the City of Jacksonville Beach to refuse to deliver electrical energy after the cause of the interruption has been removed.

The City of Jacksonville Beach does not guarantee that the supply of electrical energy hereunder shall be free from interruption occasioned by any of the causes heretofore mentioned, and it is agreed that such interruption shall not constitute a breach of this contract on the part of the City of Jacksonville Beach. With respect to the distribution of electrical energy, the City of Jacksonville Beach shall not discriminate among its customers, including the City of Neptune Beach, and the services rendered hereunder shall be on an equal basis.

**SECTION 4. ELECTRICAL ENERGY CONSUMED BY THE CITY OF NEPTUNE BEACH:** All electrical energy consumed by facilities owned, leased, or operated by the City of Neptune Beach except unmetered street lights shall be measured by means of watt hour meters and billing for such electrical energy consumption shall be at the current municipal service rate established by ordinances of the City of Jacksonville Beach and charged to facilities of the City of Jacksonville Beach. Jacksonville Beach shall notify Neptune Beach of any change in the municipal rate at least thirty (30) days prior to the effective date of such change.

**SECTION 5. STREET LIGHTS:** All non-metered street lights now existing or installed in the future in the City of Neptune Beach shall be maintained, repaired, installed or re-installed or replaced by the City of Jacksonville Beach, including lamps, fixtures, arms, ballasts, photoelectric cells, switches, standards and other appurtenances necessary to the normal maintenance and operation of un-metered street lights, during the life of this agreement.

The City of Neptune Beach shall pay to the City of Jacksonville Beach a monthly flat-rate charge per unmetered street light in accordance with the then current published flat-rate street light charge of the City of Jacksonville Beach as now or hereafter in effect

for consumers within the corporate limits of the City of Jacksonville Beach. Such flat-rate monthly charge shall cover all installation and maintenance costs and the cost of electrical energy consumed by said unmetered street lights.

**SECTION 6. RATES TO CONSUMERS:** The City of Jacksonville Beach shall furnish electrical energy to all consumers within the corporate limits of the City of Neptune Beach in accordance with the published and established schedules of rates and regulations for the purchase of electrical energy, as now or hereafter in effect for consumers, within the corporate limits of the City of Jacksonville Beach. Consumers shall be subject to the rules and regulations of the City of Jacksonville Beach for the purchase of electrical energy, provided, however, that in the event any of such rules and regulations conflict with the terms of this agreement, then and in such event, the terms of this agreement shall control.

**SECTION 7. LIABILITY:** The City of Neptune Beach shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the City of Jacksonville Beach of its facilities hereunder and the City of Jacksonville Beach agrees to indemnify the City of Neptune Beach and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the City of Neptune Beach by reason of neglect, default or misconduct of the City of Jacksonville Beach in the construction, operation or maintenance of its facility hereunder.

**SECTION 8. JOINT POLE USE:** The City of Jacksonville Beach shall have the right to enter into such contracts or agreements concerning the joint use of its poles, conduits or other facilities for the erection or furnishing of telephone, telegraph, and cable television service as it may in its discretion desire, so long as it will not unreasonably interfere with the discharge of the obligations of the City of Jacksonville Beach hereunder. Any and all income derived from said joint use of poles, conduits or other facilities shall accrue solely and exclusively to the City of Jacksonville Beach; provided, however, nothing herein shall be construed to either prevent the granting of a franchise for any or all such services by the City of Neptune Beach or the retention of all

income from such franchise; and, provided further, in the absence of the grant of any such franchise, no such use for such services shall be permitted by the City of Jacksonville Beach.

**SECTION 9. 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 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 City of Jacksonville Beach 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 the sales from flat-rate charges for street lights whether such revenues be collected from the City of Neptune Beach or the inhabitants thereof and no payment shall be made on sales or revenues collected by the City of Jacksonville Beach 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 the City of Jacksonville Beach in the City of Neptune Beach. The City of Jacksonville Beach shall keep proper records of its gross sales and revenues derived from the provisions of electrical 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 representatives 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.

**SECTION 10. FAILURE TO COMPLY:** Failure on the part of the City of Jacksonville Beach to comply in any substantial respect with any of the provisions of this agreement, shall be grounds for cancellation of the agreement, but no such cancellation shall take effect if the reasonableness or propriety thereof is protested by the City of Jacksonville Beach, until a court of competent jurisdiction, with right of appeal in either party, shall have found that the City of Jacksonville Beach has failed to comply in a substantial respect with any of the provisions of this agreement, and the City of Jacksonville Beach shall have six (6) months after the final determination of the question, to make good the default before a cancellation shall result, with the right in the City of Neptune Beach at its discretion to grant such additional time to the City of Jacksonville Beach for compliance as necessities in the case require.

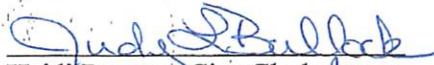
**SECTION 11.** In the event that during the life of this agreement the City of Jacksonville Beach shall negotiate a similar agreement with another municipality, then and in that event the City of Neptune Beach shall have the right and privilege to substitute any section, paragraph or provision of such agreement which may be considered more favorable than that contained herein. Any such substitution shall not be held to change, modify or affect the validity of any other section, paragraph or provision of this franchise.

**SECTION 12. RIGHT TO REMOVE:** Upon the termination of this agreement upon notice, by forfeiture or otherwise, every right and privilege of the City of Jacksonville Beach to have, operate or maintain; or to furnish or distribute electrical energy in the City of Neptune Beach shall cease and desist, and the City of Jacksonville Beach shall have a period of twelve (12) months from the date of such termination within which to remove its equipment and property from the City of Neptune Beach; and the City of Neptune Beach hereby disclaims any right, title, claim, interest or estate in, of and to the physical equipment and properties constituting the electrical distributions system as now located in the City of Neptune Beach or as may be extended or replaced under the provisions of this agreement.

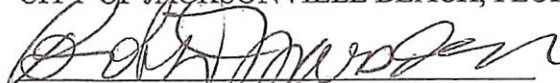
SECTION 13. SUPERSEDURE: This agreement supersedes, as of the effective date hereof, all previous contracts or representations, whether written or verbal, heretofore in effect by the City of Jacksonville Beach and the City of Neptune Beach with respect to matters herein contained, and constitutes the sole contract by the parties hereto concerning such matters.

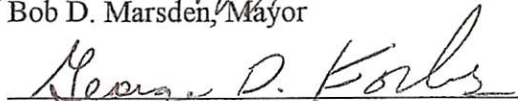
IN WITNESS WHEREOF the City of Jacksonville Beach and the City of Neptune Beach have each caused these presents to be duly executed in their respective names, by their respective officers thereunto duly authorized, and their respective seals to be hereto affixed, the day and the year first above written.

ATTEST:

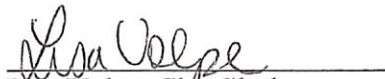
  
Heidi Reagan, City Clerk Asst.  
Judy L. Bullock

CITY OF JACKSONVILLE BEACH, FLORIDA

  
Bob D. Marsden, Mayor

  
George D. Forbes, City Manager

ATTEST:

  
Lisa Volpe, City Clerk

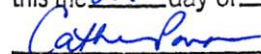
CITY OF NEPTUNE BEACH, FLORIDA

  
Richard Brown, Mayor

CERTIFICATION

I certify this to be a true and correct copy of the official record on file in the office of the City Clerk.

WITNESSETH my hand and official seal of the City of Neptune Beach, Florida.

this the 27<sup>th</sup> day of September, 2018  
 City Clerk



**Agenda Item #8B**  
**First Read**  
**Ord. No. 2026-03**  
**Fence Height**

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

<b>AGENDA ITEM:</b>	<b>First Read Ordinance No. 2026-03</b> , Amending Section 27-330, Fences, Walls, and Hedges
<b>SUBMITTED BY:</b>	Heather Whitmore, AICP, PTP Community Development Director
<b>DATE:</b>	April 6, 2026
<b>BACKGROUND:</b>	<p>Land Development Code Updates to Bring Before Council for approval: Section 27-330- Article V- Chapter 27, restricts the height of residential fences in certain areas to six (6) feet. The proposed ordinance increases the height restriction of those fences inside and rear yards from six (6) feet to eight (8) feet.</p> <p>First Read: April 6, 2026          Community Development Board Feedback: April 8, 2026          Second Read: April 20, 2026</p>
<b>RECOMMENDATION:</b>	Approve First reading, forward to Second Reading for Approval and Adoption.
<b>ATTACHMENT:</b>	<ol style="list-style-type: none"> <li>1. Ordinance No. 2026-03</li> <li>2. Business Impact Statement</li> </ol>

SPONSORED BY:  
COUNCILOR TIM HORVATH



ORDINANCE NO. 2026-03

**A BILL TO BE ENTITLED**

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS; ARTICLE V, ACCESSORY STRUCTURES AND USES; SECTION 27-330, FENCES, WALLS AND HEDGES; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 27, Unified Land Development Regulations, Article V, Accessory Structures and Uses, Section 27-330 restricts the height of residential fences in certain areas to six (6) feet ; and

**WHEREAS**, It is in the best interest of the City and the citizens of Neptune Beach to increase the height restriction of those fences from six (6) feet to eight (8) feet.

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

**SECTION 1.** The Code of Ordinances, City of Neptune Beach, Florida are hereby amended in accordance with Exhibit "A", which is hereby incorporated into this Ordinance. The text amendments are as follows: (~~strikethrough~~ text shall mean deletions and underlined / highlighted text shall mean additions):

**SECTION 2: Codification.** The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Neptune Beach, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections Three, Four, Five, and Six shall not be codified.

**SECTION 3. Conflict.** All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

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

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

**VOTE RESULTS OF FIRST READING:**

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

Passed at First Reading this \_\_\_\_ day of \_\_\_\_\_, 2026.

**VOTE RESULTS OF SECOND AND FINAL 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

# EXHIBIT "A"

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## Sec. 27-330. Fences, walls and hedges.

- (a) Fences, walls or hedges may be located in all front, side and rear yard setback areas, subject to the following conditions:
- (1) *Height of fences, walls or hedges.* Fences, walls or hedges shall not exceed four (4) feet in height when placed in the front yard, ~~six (6)~~ eight (8) feet in height when placed in the side yard, and ~~six (6)~~ eight (8) feet in height when placed in the rear yard. In the event that a rear yard of a residentially zoned property abuts commercially zoned property, an eight-foot fence for only the rear yard may be constructed with the approval of the city manager, or designee. If a building is situated on the lot closer to the front setback line than the currently required setback, the fence shall not exceed four (4) feet in height forward of the front building line (refer to Figure 27-330-2). For anyone except public government agencies, proposed fences shall meet these height standards.
  - (2) Any fence located adjacent to a public right-of-way or private road shall be placed with the finished side facing that right-of-way. In residential zoning districts, fences, walls, or hedges shall not exceed six ~~six (6)~~ eight (8) in height when placed in exterior side yards abutting a principal arterial (third street). Such fences or walls are encouraged to meet higher quality construction standards in order to provide genuine sound attenuation. Such fences or walls shall be erected at least three (3) feet inward from the property line and shall be landscaped on the exterior (highway) side by the property owner using evergreen or other perennial plants.
  - (3) Fences designed to have airflow, such as shadow box or lattice style fences are to be encouraged to allow for the free flow of breezes. Picket, shadow box and other decorative style fences in keeping with the character and context of the neighborhood are encouraged; chain-link fences are generally discouraged.
  - (4) No fence, wall, hedge, or other plantings greater than three (3) feet in height shall be located in the clear visibility triangle on corner lots or in such a way to block the line of sight for motorized vehicles leaving driveways. The vision triangle area shall be determined as follows:
    - a. *Corner lot visibility triangle.* Means a triangular area including that portion of the public right-of-way and any corner lots within the adjacent curb lines, or roadway edge if no curb is present, and a diagonal line intersecting such curb lines at points thirty-five (35) feet back from their intersection (such curb lines being extended if necessary to determine intersection point). For corner lots fronting arterial roads, the setback distance for the two (2) points shall be fifty (50) feet from their intersection.
    - b. *Driveway visibility triangle.* Means a triangular area extending ten (10) feet along the driveway edge and the sidewalk edge, from the point where the driveway meets the sidewalk, and within a diagonal line connecting those two (2) points. If no sidewalk is present, the vision triangle shall mean the area extending fifteen (15) feet along the driveway edge and the curb line, or roadway edge if no curb is present, from the point where the driveway meets the curb, and within a diagonal line connecting those two (2) points. For driveways intersecting arterial roads the triangle shall extend thirty (30) feet in both directions.

# EXHIBIT "A"

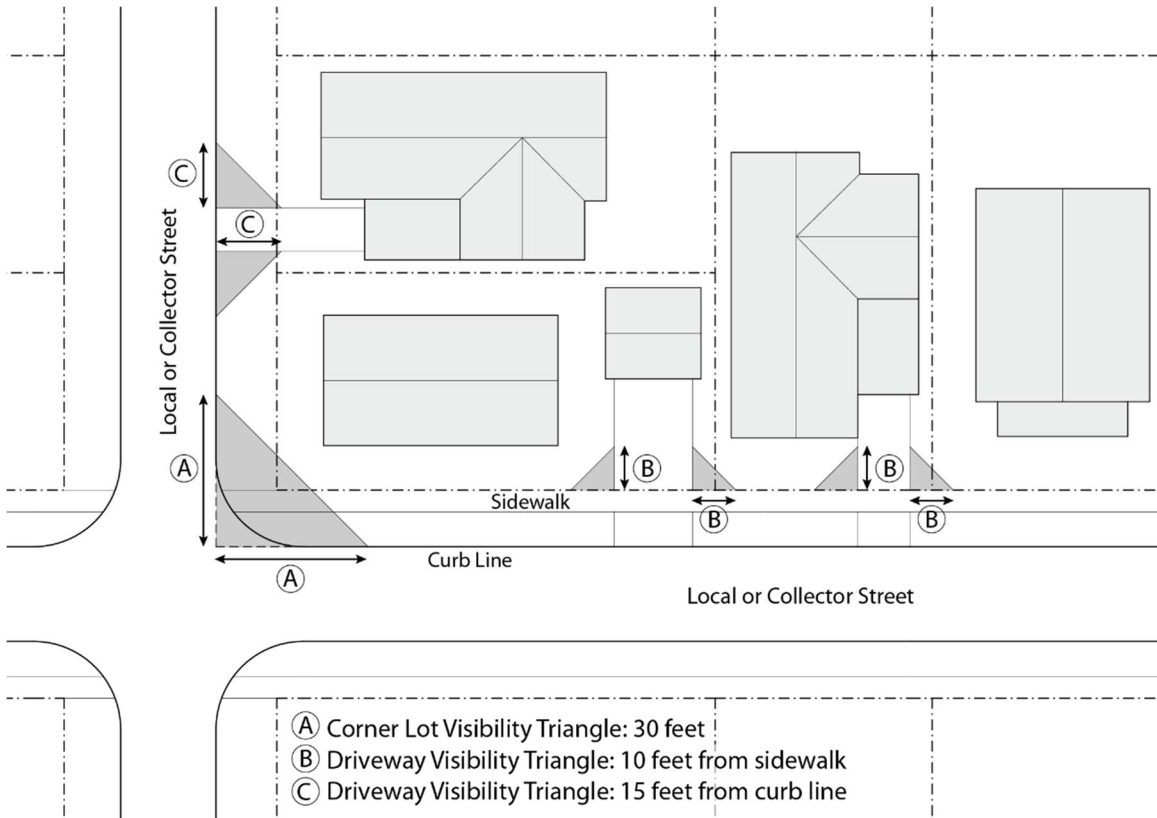


Figure 27-330-1

- (5) No fence, wall, hedge, or other plantings shall be constructed or installed in such a manner as to interfere with drainage on the site.
- (6) Fence posts shall be resistant to decay, corrosion, and termite infestation. The posts must also be pressure-treated for strength and endurance.
- (7) Fences installed on the ocean side of ocean front lots shall not exceed four (4) feet in height within the required front setback.
- (8) All replacement fences must meet current zoning requirements.
- (9) The use of barbed-wire and razor wire is prohibited by section 8-4 in all zoning districts.
- (10) All fences shall be maintained in a good state of repair and structurally sound condition, including, but not limited to, painting and repainting; replacement of missing, decayed, corroded, or damaged component parts, and keeping level. Failure to maintain and repair fences may result in the fence being declared a nuisance and abated in accordance with the provisions of chapter 28 of this Code.

# EXHIBIT "A"

- (A) Fences, walls or hedges shall not exceed four (4) feet in height when placed in the front yard
- (B) Fences, walls or hedges shall not exceed **eight (8)** feet in height when placed in the side or rear yard
- (C) Fences, walls or hedges abutting a principal arterial street shall be erected at least three (3) feet inward from the property line
- (D) Safety fences surrounding swimming pools or other similar structures shall be at least four (4) feet in height but not over eight (8) feet
- (E) Safety fences surrounding swimming pools or other similar structures shall be setback at least three (3) feet from the lip of the pool

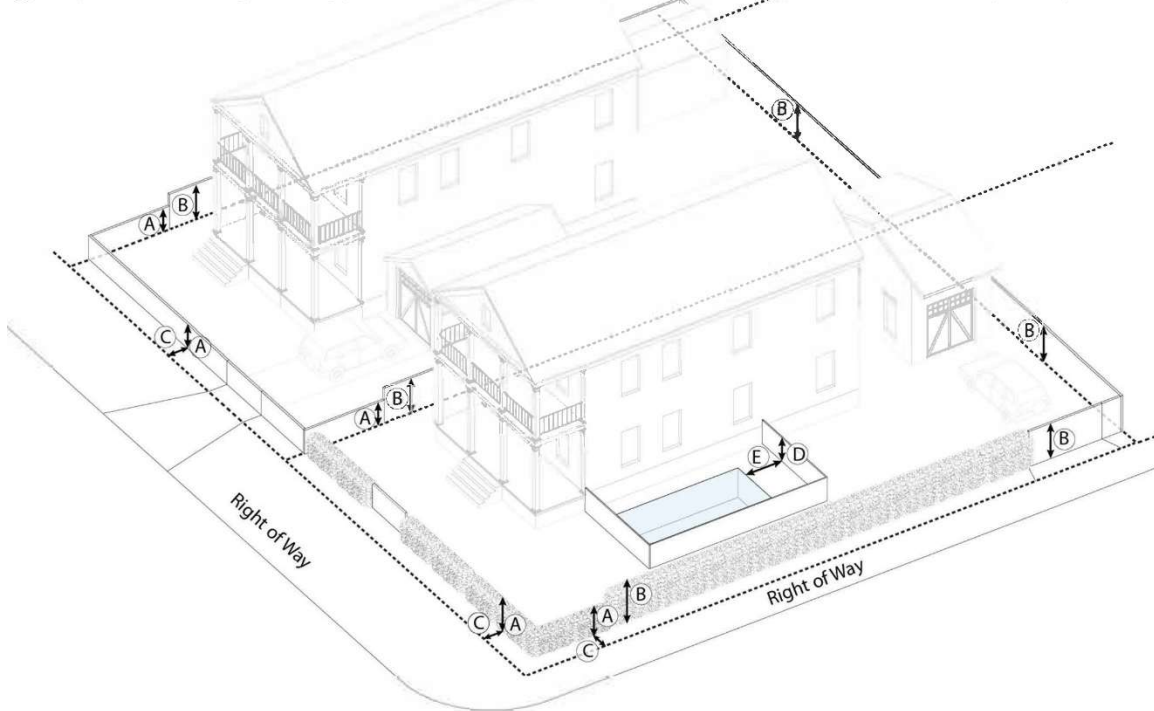


Figure 27-330-2

- (b) *Point of reference for measurement.* The point of reference for determining the height of a fence, wall or hedge shall be the natural lay of the land along the fence, wall or hedge.
- (c) *Height exemption for public agencies.* A fence required for safety and protection of hazard by a public agency may not be subject to the height limitations above. Approval to exceed minimum height standards may be given to public agencies by the city upon receipt of satisfactory evidence of the need to exceed height standards for safety/security.

(Ord. No. 2004-10, § 1, 10-4-04; Ord. No. 2004-15, § 1, 9-20-04; Ord. No. 2005-10, § 1, 5-2-05; Ord. No. 2014-02, § 1, 3-3-14; Ord. No. 2016-10, § 1, 8-1-16; Ord. No. 2022-03, § 1(Exh. A), 8-1-22)



# **Business Impact Estimate**

*This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Neptune Beach's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference: **AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES - SECTION 27.330 – FENCES, WALLS AND HEDGES, ARTICLE V - ACCESORY STRUCTURES AND USES, CHAPTER 27- UNIFIED LAND DEVELOPMENT REGULATIONS; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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<sup>1</sup> See Section 166.041(4)(c), *Florida Statutes*.

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

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

*The increases the height restrictions of residential fences in certain areas from six (6) feet to eight (8) feet.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

*(a) None*

*(b) None*

*(c) None.*

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

*All businesses in the incorporated City limit total 213. No impact is anticipated.*

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

*N/A*



**Agenda Item #8C**  
**First Read**  
**Ord. No. 2026-04**  
**Amends Sec. 18-5**

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

<b>AGENDA ITEM:</b>	<b>First Read Ordinance No. 2026-04</b> , Amending Section 18-5, Abandoning or Private Use of Public Property or Rights-of Way
<b>SUBMITTED BY:</b>	Heather Whitmore, AICP, PTP Community Development Director
<b>DATE:</b>	April 6, 2026
<b>BACKGROUND:</b>	<p>Land Development Code Updates to Bring Before Council for approval Section 18.5; Chapter 18 of the City of Neptune Beach’s Code of Ordinances regulates the City’s streets, sidewalks and other public places by restricting the abandonment, closure, or vacating of City property or rights-of-way unless an overriding public interest is served by said abandonment and/or the city is compensated in some material way equivalent to the market value of said property at the time of abandonment.</p> <p>It is in the best interest of the City and the citizens of Neptune Beach to apply the same restriction upon easements</p> <p>First Read: April 6, 2026          Second Read: April 20, 2026</p>
<b>RECOMMENDATION:</b>	Approve First Reading, Forward to Second Reading for Approval and Adoption
<b>ATTACHMENT:</b>	<ol style="list-style-type: none"> <li>1. Ordinance No. 2026-04</li> <li>2. Business Impact Statement</li> </ol>

SPONSORED BY:  
COUNCILOR TIM HORVATH



ORDINANCE NO. 2026-04

**A BILL TO BE ENTITLED**

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES - CHAPTER 18 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; ARTICLE I, SECTION 18-5, ABANDONING OR PRIVATE USE OF PUBLIC PROPERTY OR RIGHTS OF WAY; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Section 18-5; Chapter 18 of the City of Neptune Beach’s Code of Ordinances regulates the City’s streets, sidewalks and other public places by restricting the abandonment, closure, or vacating of City property or rights-of-way unless an overriding public interest is served by said abandonment and/or the city is compensated in some material way equivalent to the market value of said property at the time of abandonment; and

**WHEREAS**, It is in the best interest of the City and the citizens of Neptune Beach to apply the same restriction upon easements.

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

**SECTION 1.** The Code of Ordinances, City of Neptune Beach, Florida are hereby amended in accordance with Exhibit “A”, which is hereby incorporated into this Ordinance. The text amendments are as follows: (~~striktthrough~~ text shall mean deletions and underlined / highlighted text shall mean additions):

**SECTION 2: Codification.** The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Neptune Beach, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word; provided, however, that Sections Three, Four, Five, and Six shall not be codified.

**SECTION 3. Conflict.** All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

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

Ordinance which shall remain in full force and intact.

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

**VOTE RESULTS OF FIRST READING:**

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

Passed at First Reading this \_\_\_ day of \_\_\_\_\_, 2026.

**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

# EXHIBIT A

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## **Sec. 18-5. Abandoning or private use of public property or rights-of-way and easements.**

- (a) The permanent abandonment of public property or rights-of-way or easements should not be authorized unless an overriding public interest is served by said abandonment and/or the city is compensated in some material way equivalent to the market value of said property at the time of abandonment. Public property or rights-of-way or easements should only be abandoned to promote the public welfare and not for the benefit of a private person or corporation.
- (b) Therefore, legislation authorizing the abandonment, closure, or vacating of city property or rights-of-way or easements shall require a super majority vote of the city council. Any change to the voting requirement of this section would require a super majority vote.
- (c) This section shall not apply to the leasing of public property or rights-of-way or easements, nor to approvals by the city manager of residential driveway access to public streets.

(Ord. No. 2009-13, § 1, 12-7-09)



# **Business Impact Estimate**

*This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Neptune Beach's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference: **AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES - SECTION 18.5, ABANDONING OR PRIVATE USE OF PUBLIC PROPERTY OR RIGHTS OF WAY, ARTICLE I, CHAPTER 18 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> 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;
- 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*.

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<sup>1</sup> See Section 166.041(4)(c), *Florida Statutes*.

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

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

*The Ordinance requires the City and the public to obtain a benefit from the abandonment of easements for private use.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) *None*

(b) *None*

(c) *None.*

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

*All businesses in the incorporated City limit total around 213. No impact is anticipated.*

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

*N/A*



**Agenda Item#10A  
Request to Use  
Forfeiture Funds**

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

<b>AGENDA ITEM:</b>	<b>Request to Utilize Surplus Fines and Forfeiture Funds for Vehicle Purchase</b>
<b>SUBMITTED BY:</b>	Michael Key, Chief of Police
<b>DATE:</b>	03/23/26
<b>BACKGROUND:</b>	<p>A request to spend up to, but not to exceed, \$38,000 for the purpose of purchasing a Detective vehicle, as a result of an agency vehicle being deemed unfit for service resulting in an unbudgeted immediate need, pursuant to fs 932.7055. This request is to utilize funds by Fines and Forfeiture account(s).</p> <p><b>CONB Definitions:</b>  <b><i>Special Revenue Funds: / Forfeiture Proceeds Fund</i></b> - This fund accounts for revenue derived from confiscated property and cash. Proceeds are used to augment police activities.  <b><u>Pursuant to s. 932.7055(4)(b), F.S. (1992 Supp.):</u></b>  <i>"These funds may be expended upon request . . . by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the . . . police department by the . . . governing body of the municipality."</i></p> <p>The Fines &amp; Forfeiture Funds currently have a balance of more than ~\$140,000.</p> <p><b>Certification:</b>  I, Michael J. Key Jr., Chief of Police for the Neptune Beach Police Department do hereby request Fines &amp; Forfeiture Funds from the governing body pursuant to s. 932.7055(4)(b), F.S. (1992 Supp.), and that said funds will comply with the requirements of s. 932.7055(4), F.S. (1992 Supp.).[8]</p>
<b>BUDGET:</b>	\$38,000 (to not exceed)
<b>RECOMMENDATION:</b>	Approval
<b>ATTACHMENT:</b>	Cmdr. Stucki Memo, Emails.



NEPTUNE BEACH  
**POLICE DEPARTMENT**

**MICHAEL J. KEY JR., CHIEF OF POLICE**

200 LEMON STREET, NEPTUNE BEACH, FLORIDA 32266 | 904.270.2413 | WWW.NBFL.GOV

03-23-2026

TO: Michael J. Key Jr., Chief  
FROM: Gary M. Stucki, Commander  
RE: Vehicle Replacement request

---

I am requesting approval to replace a 2018 Chevrolet Tahoe (Veh 1018) that is currently experiencing extensive mechanical issues. The estimated cost (see attachment) to repair the vehicle is **\$11,587.66**. In addition to this amount, several thousand dollars have already been spent on prior maintenance and repairs, indicating a pattern of ongoing reliability concerns.

Given the increasing cost of upkeep and the vehicle's declining dependability, replacement is a more fiscally responsible and operationally sound decision. I propose replacing the Tahoe with a 2025 Ford Ranger (see attachment), which has been quoted at **\$37,568.00** under GSA pricing.

Funding for this purchase is requested to be allocated from the Fines & Forfeiture account.

Your consideration and approval of this request are respectfully requested.

Sincerely,

\_\_\_\_\_  
Cmdr. G.M. Stucki  
Office of Investigations & Support

**From:** [Michael Owens](#)  
**To:** [Michael Key](#)  
**Cc:** [Jaime Hernandez](#)  
**Subject:** RE: Forfeiture Fund Request  
**Date:** Tuesday, March 17, 2026 4:06:53 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)

---

Hello Chief.

There was a federal grant for \$26,287 received Oct2023 that was marked for the gun range. That was coded to 001-0000-331-20-00. Fund 106 FINES AND FORFEITURES has \$48,250. Fund 114 FEDERAL FORFEITURES FUND has \$72,660.

Also, of those funds \$115k has already been encumbered for the gun range rebuild. To change that you will need to present a budget amendment to the council.

Thank you.  
Michael



**Michael Owens, MBA, FPC**  
*Senior Accountant*  
City of Neptune Beach  
116 1<sup>st</sup> St.  
Neptune Beach, FL 32266  
**Phone:** (904) 270-2400  
**Email:** [accountant@nbfl.us](mailto:accountant@nbfl.us)

---

**From:** Michael Key  
<michaelkey@nbfl.us>  
**Sent:** Tuesday, March 17, 2026 11:19

AM

**To:** Michael Owens <accountant@nbfl.us>  
**Subject:** Forfeiture Fund Request  
**Importance:** High

Michael,

Can you provide an update on all fines, forfeiture, and seizure funds we currently have, with account numbers? We currently have a Detective vehicle that has an absorbent number of repairs needed and we may need to pull from one of these accounts to purchase a new vehicle out of normal budgetary schedules as opposed to repairing it.

Sincerely,

MICHAEL J. KEY JR.  
CHIEF OF POLICE  
NEPTUNE BEACH POLICE DEPARTMENT  
200 LEMON ST.

NEPTUNE BEACH, FL 32266  
WORK (904) 270-2413  
CELL (904) 222-1372  
FBI NA #268  
CHAIRMAN SE LIX



*"It is not the critic who counts; not the man who points out how the strong man stumbles, or where the doer of deeds could have done them better. The credit belongs to the man who is actually in the arena"*  
-T.R.



# GEORGE MOORE CHEVROLET

10979 Atlantic Blvd.  
Jacksonville, FL 32225

Vin:	1GNSKFEC7JR129009	904-482-9000
Vehicle	2018 CHEVY TAHOE	SERVICE CONSULTANT: GABE LAMBERT
Mileage:	91,501	

<b>CREDIT CARD PAYMENTS HAVE A 2% SURGCHARGE AT CHECKOUT</b>
<b>CASH, DEBIT, AND CHECK HAVE NO SURCHARGE</b>

## SERVICE ESTIMATE

Details	Parts	Labor	
TRANSMISSION REPLACEMENT	\$5,116.51	\$2,200.00	\$7,316.51
**T/C METAL DEBRIS THROUGHOUT TRANSMISSION			-
FUEL PRESSURE SENSOR	\$108.89	\$200.00	\$308.89
**INTERMITTENT INTERNAL ELEC. FAULT			-
DRIVER SIDE ENGINE MOUNT	\$258.74	\$800.00	\$1,058.74
**BROKEN, EXCESS PLAY			-
FRONT BRAKE PADS AND ROTORS	\$465.41	\$250.00	\$715.41
**4MM PAD THICKNESS			-
REAR SHOCKS (RUSTED)	\$581.70	\$400.00	\$981.70
SPARK PLUGS AND WIRES (TIME & MILEAGE)	\$287.46	\$500.00	\$787.46
THROTTLE BODY CLEANING (TIME AND MILEAGE)	\$101.00	\$200.00	\$301.00
ENGINE AIR FILTER	\$76.00	\$15.00	\$91.00
			-
			-
			-
			-
			-
			-
George Moore Loyalty		no	
Millitary / Educator / Police / Fire / Health Care / College		no	
SHOP SUPPLIES			\$26.95
SUB. TOTAL			\$11,587.66
TAXES			
TOTAL			\$11,587.66
CASE # :			
STOCK # :			
SOURCE :			

**NEPTUNE BEACH PD**

Prepared for:

**NEPTUNE BEACH PD**  
 COMMANDER GARY M. STUCKI  
 904-242-3436  
[garystucki@nbft.us](mailto:garystucki@nbft.us)

Contract Holder

3/18/26

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

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: \$90/Hr

Parts QTY

Code	Equipment	UNIT PRICE	EXTENDED
1 R4P NORTH	Item 220: Ford Ranger Supercrew 4x4 [R4P] 128" wb, XL Package includes Power Windows, Locks, Cruise, Keyless	\$ 33,307.00	\$ 33,307.00
1 99H.44T	2.3L Ecoboost Engine	\$ -	\$ -
1 100A	Equipment Group: XL (Power Windows, Door Locks & Backup Camera)	\$ -	\$ -
1 INCL	STX APPEARANCE PACKAGE (76F) Availability: • Incl. on XL Includes: • 17" Silver-Painted Aluminum Wheel (64E) • Fog Lamps - Halogen • LED Reflector Headlamps • STX Fender Badge	\$ -	\$ -
1 X73	Electronic-Locking Rear Differential	\$ 418.00	\$ 418.00
1 18D	Running Boards - Black	\$ 746.00	\$ 746.00
1 534	COMPLETE TRAILER TOW PACKAGE (53R) Usage: Tow Capability up to TBD lbs Six way plug available upon request • 2" Ball , Bar, Pin and Clip • 4-pin/7-pin wiring harness • Class IV Trailer Hitch Receiver	\$ 846.00	\$ 846.00
1 86S	Bedliner - TOFF Bed® Spray-in (NA w/ Bedliner - Modular Drop-in (86Q)), Dealer Installed	\$ 493.00	\$ 493.00
1 RKE	Programmed Integrated Key Transmitter Fob	\$ 363.00	\$ 363.00
1 TX	Stock Sourcing: This amount represents costs associated with reassignment, dealer transfer and re-invoicing a serialized vehicle from retail inventory, eliminating the requirement for order. Due to dealer allocation, and commodity restraints, not all vehicles qualify. When vehicles are sourced from secondary locations, additional freight for logistics may be added at \$3 per mile.	\$ 1,395.00	\$ 1,395.00
1 STOCK	Dealer Stock Unit: 2025 Model / SLE71703 (Subject to Availability)	\$ -	\$ -
1 YZ	Oxford White	\$ -	\$ -
1 BH	Ebony Cloth Seats	\$ -	\$ -
0			
0			
0			
	TOTAL LABOR HOURS		
	Additional Notes	2025 MODEL / STOCK SLE71703/ On ground at Duval Ford	

**UNIT COST** \$ 37,568.00

**TOTAL QUANTITY** 1 **TOTAL PURCHASE** \$ 37,568.00



# Agenda Item #10B RFP-Development Impact Fee Study

## CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

<b>AGENDA ITEM:</b>	<b>Request For Proposals (RFP) Development Impact Fee Study</b>
<b>SUBMITTED BY:</b>	Heather Whitmore, AICP, PTP, Community Development Director
<b>DATE:</b>	April 6, 2026
<b>BACKGROUND:</b>	<p>The City of Neptune Beach, Florida (City) is accepting competitive sealed proposals from qualified and experienced firms to provide professional services related to the evaluation of and recommendation of a growth-related Impact Fees Study for Police Protection, Water, Wastewater, Transportation, Public Facilities and Administration costs due to growth.</p> <p>The City will receive sealed proposals at the location stated below not later than 2:00pm, May 1, 2026.</p> <p>The Consultant will work with City Staff and City Attorney to collect data and develop additional data required to fully support a comprehensive Impact Fees Study, which recommends an economically and legally supportable set of impact fees to offset the growth related to Police Protection, Public Facilities and Administration impacts due to growth. The Consultant must provide an Impact Fees Study and Plan that complies with the Florida Impact Fees Act (Florida Statutes 2026).</p> <p>Below is an outline of the scope of work desired from the selected Consultant and required information to be included in the compiled Impact Fees Study and Plan produced by the Consultant:</p> <ul style="list-style-type: none"> <li>• Collection and assessment of recent, localized data (with assistance from City staff) (F.S. 163.31801(4)(a). Study with validated data 12 months old.</li> <li>• Demonstrate extraordinary circumstances of need justifying impact fee.</li> <li>• Preparation of an appropriate impact fees determination methodology and fee assessment schedule, including recommendations on the “phase-in” for impact fee increases required by Section 163.31801(6)(a-g), F.S. (and a comparison with surrounding or comparable cities to ensure reasonableness, consistency and feasibility).</li> </ul>

	<ul style="list-style-type: none"> <li>• Recommendation of impact fees that are proportional and reasonably connected to, or have a rational nexus with the need for additional capital facilities and the increased impact generated by the new residential or nonresidential/commercial construction (F.S. 163.31801(4)(f).</li> <li>• Recommendation of impact fees that are proportional and reasonably connected to, or have a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential/commercial construction (F.S. 163.31801(4)(g).</li> <li>• Review and recommendations for ensuring that revenues generated by impact fees are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditures are reasonably connected to, or have a rational nexus with, the increased impacts generated by new residential or nonresidential/commercial construction (F.S. 163.31801(4)(i).</li> <li>• A determination of accounting policies that ensure that revenues and expenditures of collected fees are held in separate accounting funds (F.S. 163.31801(4)(b).</li> </ul>
<b>BUDGET:</b>	NA
<b>RECOMMENDATION:</b>	Approval of RFP for Development Impact Fee Study
<b>ATTACHMENT:</b>	1. REQUEST FOR PROPOSAL (RFP) Development Impact Fee Study

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

**INTRODUCTION**

The City of Neptune Beach, Florida (City) is accepting competitive sealed proposals from qualified and experienced firms to provide professional services related to the evaluation of and recommendation of a growth-related **Impact Fees Study** for Police Protection, Water, Wastewater, Transportation, Public Facilities and Administration costs due to growth.

The City will receive sealed proposals at the location stated below not later than **2:00pm, May 1, 2026**.

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Respondent to have its submittal delivered to the City of Neptune Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the Respondent. Submittals received after the deadline will not be considered.

**SUBMITTERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE REQUEST FOR PROPOSAL PROCESS, REQUIREMENTS AND EXHIBITS.**

The original RFP submittal (**1 original, 4 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP 26-01** and addressed to:

City of Neptune Beach  
Attn: City Clerk's Office – **RFP #26-01**  
116 1<sup>st</sup> St  
Neptune Beach, Florida 32266

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid must be submitted on the specified **Contact Sheet**, hereto attached as "**Exhibit A**" and **Price Submittal Form**, hereto attached as "**Exhibit A-1**". The person signing the Response Form must have the authority to bind the proposer to the Submittal. All information on the Price Submittal form must be provided, or the submittal may not be accepted.

The competitive sealed Submittal must be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**", herein provided as "**Exhibit C**", "**E-Verify Statement**", herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**", and "**Dispute Disclosure**", herein provided as "**Exhibit H**".

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

**BACKGROUND INFORMATION**

The City of Neptune Beach, a municipality in Duval County, Northeast Florida, has a staff of 100 full-time equivalent employees, with a projected population for 2026 of 7,500 permanent residents. The City encompasses approximately two square miles. The City functions as a Council/Manager form of government.

The City provides a full range of services for both residents and seasonal visitors. Services include police protection, construction and maintenance of roads and water/wastewater infrastructure; planning, building and code enforcement.

**SCOPE OF SERVICES**

All services must be performed in accordance with applicable Federal, State and Local regulations. Qualified firms must follow the City of Neptune Beach Standards and Specifications while performing these services.

The Consultant will work with City Staff and City Attorney to collect data and develop additional data required to fully support a comprehensive Impact Fees Study, which recommends an economically and legally supportable set of impact fees to offset the growth related to Police Protection, Public Facilities and Administration impacts due to growth. The Consultant must provide an Impact Fees Study and Plan that complies with the Florida Impact Fees Act (Florida Statutes 2026).

Below is an outline of the scope of work desired from the selected Consultant and required information to be included in the compiled Impact Fees Study and Plan produced by the Consultant:

- Collection and assessment of recent, localized data (with assistance from City staff) (F.S. 163.31801(4)(a). Study with validated data 12 months old.
- Demonstrate extraordinary circumstances of need justifying impact fee.
- Preparation of an appropriate impact fees determination methodology and fee assessment schedule, including recommendations on the “phase-in” for impact fee increases required by Section 163.31801(6)(a-g), F.S. (and a comparison with surrounding or comparable cities to ensure reasonableness, consistency and feasibility).

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

- Recommendation of impact fees that are proportional and reasonably connected to, or have a rational nexus with the need for additional capital facilities and the increased impact generated by the new residential or nonresidential/commercial construction (F.S. 163.31801(4)(f)).
- Recommendation of impact fees that are proportional and reasonably connected to, or have a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential/commercial construction (F.S. 163.31801(4)(g)).
- Review and recommendations for ensuring that revenues generated by impact fees are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditures are reasonably connected to, or have a rational nexus with, the increased impacts generated by new residential or nonresidential/commercial construction (F.S. 163.31801(4)(i)).
- A determination of accounting policies that ensure that revenues and expenditures of collected fees are held in separate accounting funds (F.S. 163.31801(4)(b)).
- Consultant shall outline and coordinate regulatory process required to adopt new or revised impact fees:
  - Required public notices (F.S. 163.31801(4)(d))
  - Public hearing(s) with the City Council (F.S. 163.31801)
  - Coordination with various City Departments and stakeholders
  - Recommendations on applying impact fee credits (F.S. 163.31801(7)).
  - Recommendations on implementing increases to impact fees in accordance with (F.S. 163.31801(6)(a-g)), including “phase-in” approach and public workshops
  - Review and recommendations for City annual financial report (F.S. 218.32) in compliance with Florida Impact Fees Act (F.S. 163.31801(13)(a-e)).
- The identification of any additional and clearly identified task(s) the consultant feels is warranted within the proposal.
- Provision by the consultant of estimated legal fees to support and assist the City in defending the Impact Fee methodology, if challenged.

**SERVICES REQUIRED**

The Consultant will prepare a single compiled report which will serve as both an Impact Fee Study. The Study and Plan must be prepared consistent with the Florida Impact Fees Act (Florida Statutes 2026) and document the fee study results, including a description of overall assumptions, approach and methodology, findings, supporting justification, plan for use of the collected fees, recommended fee amounts and calculations that provide the legal rational nexus between their recommended fee collection amounts and growth impacts resulting from new development, allocated between residential and non-residential customer base, if appropriate. Impact fees shall be calculated to provide for growth based on forecasts of new development over a 20-year period.

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

The Consultant shall prepare and submit to City staff a minimum of three drafts and status report. A draft for review and discussion with City staff on impact fees. If necessary, the consultant will prepare for review, revised drafts for presentation to the City Council in a workshop setting and a final revised draft for presentation to the City Council for formal consideration.

Consultant shall prepare a submittal containing, but not limited to the following:

- Background Information, Data, and Analysis
- Description of the overall methodology utilized.
- Calculations that demonstrate the legal dual rational nexus between recommended fees and the impacts created by new development.
- Clear description of the relationship between the fee's use and the type of project on which it would be imposed.
- Recommendations on policy and criteria for fee waivers.
- Recommendations for consideration of any impact fee adjustments.
- Any additional matters that City staff should be made aware of, findings and recommendations.

**EVALUATION PROCESS**

All Requests for Proposals (RFP) will be evaluated in terms of project approach, experience, quality of work, and capacity to perform. Past performances on local government projects will also be assessed in terms of timeliness, completing work within budget and quality of work.

**EVALUATION CRITERIA**

- |  |     |
|--|-----|
| • Quality of Firm and Experience   | 25% |
| • Qualifications of Staff  | 15% |
| • Project Approach – demonstrates understanding of project requirements, and proposes methods to accomplish the work, meeting or exceeding criteria listed in the RFP. | 25% |
| • History of documented customer satisfaction with similar uses  | 15% |
| • Project Cost   | 20% |

**SELECTION PROCEDURE**

The Submittals received will be evaluated by qualified personnel of the City. The Evaluation Committee shall be responsible for evaluating the qualifications and capabilities of Respondents who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriate by the Committee to verify the qualifications and capabilities of the Respondents and their ability to furnish the required goods or services.

The Evaluation Committee, at its discretion, will request visual presentation/demonstration from; conduct interviews with; or conduct visits to the office, facilities or projects of the Respondent it selects from among those submitting Proposals.

If the Evaluation Committee decides to entertain presentations or conducts interviews at a subsequent meeting, it shall set the date, place and time for that meeting, then establish the order of presentations of interview before adjourning. The Finance Department shall be responsible for notifying all firms of the meeting and order of presentations or interviews. At the conclusion of its

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

evaluation, the Evaluation Committee shall report its recommendations and order of preference (final ranking) to the City Council.

If no oral presentations or interviews are requested, the Evaluation Committee selection shall be based on its review and evaluation of qualified companies at its initial Committee meeting.

**PROPOSAL EVALUATION**

The City of Neptune Beach shall be the judge of its own best interests, the submittals, and the resulting Contract. An award may be made to the most responsive and responsible CONSULTANT whose submittal is determined to be the most advantageous to the City.

The City will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities.

The City reserves the right to consider historic information and fact, whether gained from the Respondent's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any submittal and to establish the responsibility, qualifications, and financial ability of Respondents, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

The City reserves the right to modify the scope of services before the contract is awarded.

It is the Respondent's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information if the respondent fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the submittal, or a deduction in evaluation points at the sole discretion of the Evaluation Committee.

**AWARD**

Award recommendation will be awarded to the most responsive and responsible submittal offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Respondent is required to have a Business License in the city where their home office is located. If Respondent's business office is located in the City of Neptune Beach a business tax license is required.

**RFP PACKAGE**

Request for Proposal Documents and Specifications can be downloaded online at <https://www.nbfl.gov/>. Any questions regarding the RFP package can be directed in writing to Catherine Ponson, at [clerk@nbfl.us](mailto:clerk@nbfl.us).

**CONTACT**

Specification questions during the submittal period must be submitted in writing to Catherine Ponson, at [clerk@nbfl.us](mailto:clerk@nbfl.us)

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

Respondents are hereby put on notice that no contact will be made with any of the City Council members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

**INSURANCE REQUIREMENTS**

Insurance requirements are outlined in the General Conditions of this Request for Proposal.

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

**GENERAL CONDITIONS OF REQUEST FOR PROPOSAL**

- 1. PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL will be prepared in accordance with the following:
  - a. The enclosed Contact Sheet/Proposal Form, attached hereto as “Exhibit A”, must be used when submitting your REQUEST FOR PROPOSAL.
  - b. All information required by the Contact Sheet/Proposal Form must be furnished. The Proposer must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
  - c. Unit prices must be shown and where there is an error in extension of price, the unit price will govern.
  - d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
  - e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
  - f. Proposers must make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City’s Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
  - g. Prices quoted must be FOB City of Neptune Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
  - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
  - i. Deliveries are to be made during regular business hours.
  - j. Proposals and Proposal prices must be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
  
- 2. SUBMISSION OF PROPOSAL**
  - a. Submittals and changes thereto must be enclosed in sealed envelopes and addressed as instructed. The name and address of the respondent, the date and hour of the Request for Proposal opening and the material or service must be placed on the outside of the envelope.
  - b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.
  
- 3. REJECTION OF PROPOSAL**
  - a. The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.
  
- 4. WITHDRAWAL OF PROPOSAL**
  - a. Proposals may not be withdrawn after the time set for the opening for a period of time as specified.
  - b. Proposals may be withdrawn prior to the time set for the opening. Such request must be in writing.

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

**5. LATE PROPOSAL**

- a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

**6. LOCAL, STATE, AND FEDERAL COMPLIANCE**

- a. Proposers must comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Neptune Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

**7. AWARD OF REQUEST FOR PROPOSAL**

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer offering the best value to the City of Neptune Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order) mailed or otherwise furnished to the successful Proposer will result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement will be one year, with two one-year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at [www.fbfl.us/bids](http://www.fbfl.us/bids), Bids and Purchasing web page.
- f. Agreement may be cancelled with 60-day notice unless otherwise stated in signed contract documents.

**8. NOT RESPONSIBLE FOR COSTS**

- a. The City will not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

**9. BONDS**

- If Proposal is less than \$100,000 no Proposal Bond or Payment and Performance Bond required.
- If Proposal is greater than \$100,000 and is for material only, a Proposal Bond is required but no Payment and Performance Bond is required.

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

- If Proposal is \$100,000 - \$200,000, and is for services, a Proposal Bond is required but no Payment and Performance Bond is required.
- If Proposal is greater than \$200,000, and is for services, Proposal Bond and Payment and Performance Bond is required.

**PROPOSAL BOND:**

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer must enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond must be for an amount not less than five percent (5%) of the Proposal price and must be made payable to the CITY OF NEPTUNE BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

**PERFORMANCE AND PAYMENT BONDS:**

- a. In the event the Contract is awarded to the Proposer, Proposer will thereafter enter into a written contract with the CITY OF NEPTUNE BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Proposer must forfeit its proposal security.  
Payment and Performance Bond must be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.  
The following exceptions to proposer providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security must be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security must be in the amount of the proposal.

**10. PUBLIC INFORMATION**

- a. All information contained in this Proposal is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

**11. ADDITIONAL INFORMATION**

- a. The City reserves the right to require Proposers to provide references and information on previous similar experience prior to award of the contract.

**12. QUESTIONS**

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

**13. INDEMNIFICATION AND INSURANCE**

**INDEMNIFICATION**

The parties recognize that FIRM/LESSOR is an independent Contractor. FIRM/LESSOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its councilors, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of FIRM/LESSOR, its officers, employees, agents, and representatives. FIRM/LESSOR's liability hereunder must include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of FIRM/LESSOR against the CITY and FIRM/LESSOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**INSURANCE**

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the FIRM/LESSOR must, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, will mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
  - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
  - 2. Completed Operations/Products Liability.
  - 3. Broad Form Property Damage
  - 4. Personal and Advertising Injury Liability
  - 5. Independent Contractors
  - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company), their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
  - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

- contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1, 000,000) dollars minimum per occurrence.
- E. During the term of this agreement, (if applicable) the FIRM/LESSOR will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the FIRM/LESSOR. The amount of insurance must not be less than One Million (\$1,000,000) Dollars per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any FIRM/LESSOR contains deductible(s), penalty(s) or self-insured retention(s), the FIRM/LESSOR Whose insurance contains such provision(s) must be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense must furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and will contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract. "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances must each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which will be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials must contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor must be required to maintain limits of liability of not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

**14. PAYMENT**

Payment due hereunder must be made by the City to INDIVIDUAL in accordance with the Florida Prompt Payment Act.

**15. PROPOSAL PROTESTS**

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

**16. FEDERAL GRANT MONEY**

In the event this project is funded with federal grant monies, INDIVIDUAL may not participate in the proposal if INDIVIDUAL is listed in the Excluded Parties List System (EPLS)

a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. INDIVIDUAL must include copy of results with bid or proposal.

**17. LOBBYING**

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS must not contact any Council Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must be directed to the City Manager. The City Council and/or the City Manager may disqualify any solicitation response where any Councilor, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY

**EXHIBITS**

<b>EXHIBIT "A"</b>	<b>Contact Sheet</b>
<b>EXHIBIT "B"</b>	<b>Public Entity Crimes</b>
<b>EXHIBIT "C"</b>	<b>Drug-Free Workplace Certification</b>
<b>EXHIBIT "D"</b>	<b>E-Verify Statement</b>
<b>EXHIBIT "E"</b>	<b>Proposer Acknowledgements and Agreements</b>
<b>EXHIBIT "F"</b>	<b>Conflict of Interest</b>
<b>EXHIBIT "G"</b>	<b>Non-Collusion Affidavit</b>
<b>EXHIBIT "H"</b>	<b>Disputes Disclosure</b>

CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY

**EXHIBIT "A"**  
**CONTACT SHEET**

Name: \_\_\_\_\_

Federal Taxpayer ID: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

**Accounting Contact:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY**

**EXHIBIT "B"**

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Neptune Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which

CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_ day of \_\_\_\_\_, 20\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY

**EXHIBIT "C"**

**DRUG-FREE WORKPLACE CERTIFICATION**

The below-signed INDIVIDUAL certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this individual complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY

**EXHIBIT "D"**  
**E-VERIFY STATEMENT**

**Bid/Proposal Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

I acknowledge and agrees to the following:

I shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the INDIVIDUAL during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the INDIVIDUAL to perform work pursuant to the contract with the Department.

**Individual/Company/Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY

**EXHIBIT “E”**

**PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS**

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or individual presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this ITB/RFP document.

1. INTRODUCTION AND GENERAL INFORMATION  
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS  
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW  
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION  
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM  
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION  
Understands and agrees to all terms.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY

**EXHIBIT "F"**

**CONFLICT OF INTEREST STATEMENT**

This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.

This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

1. The above-named entity is submitting a Proposal for the City of Neptune Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Neptune Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Neptune Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Neptune Beach.

\_\_\_\_\_  
Signature Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
Notary Signature

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY

**EXHIBIT "G"**

**NON-COLLUSION AFFIDAVIT**

This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.

This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Neptune Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_ day of \_\_\_\_\_, 20\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
Notary Signature

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
RFP 26-01 IMPACT FEES STUDY

**EXHIBIT “H”**

**DISPUTES DISCLOSURE FORM**

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_ NO \_\_\_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Neptune Beach.

---

Firm \_\_\_\_\_ Date \_\_\_\_\_

---

Authorized Signature \_\_\_\_\_ Printed or Typed Name and Title \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**



**Agenda Item # 10C  
RFP- Community  
Redevelopment  
Area Consulting  
Services**

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

<b>AGENDA ITEM:</b>	Request For Proposals (RFP) Community Redevelopment Area Consulting Services
<b>SUBMITTED BY:</b>	Heather Whitmore, AICP, PTP, Community Development Director
<b>DATE:</b>	April 6, 2026
<b>BACKGROUND:</b>	<p>The City of Neptune Beach, Florida is seeking proposals from qualified firms or individuals with experience in redevelopment, neighborhood planning, revitalization, and the implementation of a Community Redevelopment Area (CRA) to provide assistance in developing and implementing Community Redevelopment Areas. The City will receive sealed proposals at the location stated below not later than 2:00pm, May 1, 2026.</p> <p>Below is an outline of the scope of work desired from the selected Consultant and required information to be included in the compiled CRA study produced by the Consultant:</p> <ol style="list-style-type: none"> <li>1. Identify areas of potential slum or blight consistent with F.S. 163.340 (7) or (8) within the attached proposed areas (Attachment A).</li> <li>2. Identify and compile best available data regarding key indicators of slum or blight conditions as required per Florida Law.</li> <li>3. Prepare Tax Increment Finance (TIF) revenue estimates for proposed CRA areas, based on the proposed timeframe of the CRA area, and land use within the CRA area, and any adjustments that would be required to support the capital projects within the proposed CRA area.</li> <li>4. Prepare all supporting documents necessary for the statutory Finding of Necessity.</li> <li>5. Prepare all noticing, including the notice to taxing authorities</li> <li>6. Prepare all supporting documents, draft resolutions, and ordinances necessary to enact each step of the CRA process: including, but not limited to, the CRA plan, plan amendments, reports, resolutions, draft ordinances, Finding of Necessity, Recommendation and Adoption of a Redevelopment Plan, adoption of a Redevelopment Trust Fund and any amendments to the Community Redevelopment Agency ordinance to identify new CRA areas.</li> </ol>

	<ol style="list-style-type: none"> <li>7. Organize and notice a minimum of three (3) workshops for each proposed area to receive public input regarding goals, policies and objectives of a Community Redevelopment Plan for the areas.</li> <li>8. Prepare a list of potential capital projects for the proposed areas and include an analysis of each addressing the standards of a Workable Program as identified in F.S. 163.360.</li> <li>9. Prepare redevelopment plans for proposed areas after the establishment of the CRA, in accordance with F.S. 163.360 submitted in word format with editing capability.</li> <li>10. Review proposed Redevelopment plans for consistency with the Comprehensive Plan and local land regulations and all required criteria referenced in F.S. 163.360 (1), (2) AND (3).</li> <li>11. Conduct all necessary public meetings for enactment of each procedural component for the creation of a CRA, including public meeting before City Council, Community Development Board and/or Historic Board.</li> <li>12. Prepare a specific time frame for all major components identified within the Scope of Services.</li> </ol>
<b>BUDGET:</b>	NA
<b>RECOMMENDATION:</b>	Approval of RFP for Community Redevelopment Area Consulting Services
<b>ATTACHMENT:</b>	1. REQUEST FOR PROPOSAL (RFP) Community Redevelopment Area Consulting Services



**Request for Proposals (RFP) 2026-02**  
Community Redevelopment Area Consulting Services

The City of Neptune Beach, Florida (hereinafter referred to as the City) is seeking proposals from qualified firms or individuals with experience in redevelopment, neighborhood planning, revitalization, and the implementation of a Community Redevelopment Area (CRA) to provide assistance in developing and implementing Community Redevelopment Areas.

The City of Neptune Beach, a municipality in Duval County, Northeast Florida, has a staff of 100 full-time equivalent employees, with a projected population for 2026 of 7,500 permanent residents. The City encompasses approximately two square miles. The City functions as a Council/Manager form of government. The City provides a full range of services for both residents and seasonal visitors. Services include police protection, construction and maintenance of roads and water/wastewater infrastructure; planning, building and code enforcement.

All interested parties must register their name, email, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning this solicitation.

**Advertisement Date: April 7, 2026**

**Deadline for Questions: April 20, 2026 @ 5:00 PM**

**Due Date: May 1, 2026 @ 2:00 PM**

**Contact:** Catherine Ponson, CMC, FCPC  
City of Neptune Beach  
Attn: City Clerk's Office – RFP #26-02  
116 First Street  
Neptune Beach, FL 32266  
(904) 270-2400  
clerk@nbfl.us

Any qualified individual or firm desiring to provide the required professional services should submit one (1) original, (4) copies, and one (1) digital copy on memory stick in Adobe PDF format in a sealed envelope marked **“RESPONSE TO REQUEST FOR PROPOSALS 2026-02.”** To facilitate effective evaluation by the City, responses shall be limited to no more than a total of fifty (50) pages. Forms required by this solicitation,

Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. All questions shall be emailed to the contact listed above, and all questions will be answered in writing. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City reserves the right to enter into agreements with multiple respondents, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City.

A committee will evaluate respondent's submittals against evaluation criteria in order to reduce the total number of submittals to a qualified short-list of firms. Firms may be invited to make presentations for final evaluation.

The Scope of Services shall consist of, but is not limited to:

### **Proposed Redevelopment Areas**

1. Identify areas of potential slum or blight consistent with F.S. 163.340 (7) or (8) within the attached proposed areas (Attachment A).
2. Identify and compile best available data regarding key indicators of slum or blight conditions as required per Florida Law.
3. Prepare Tax Increment Finance (TIF) revenue estimates for proposed CRA areas, based on the proposed timeframe of the CRA area, and land use within the CRA area, and any adjustments that would be required to support the capital projects within the proposed CRA area.
4. Prepare all supporting documents necessary for the statutory Finding of Necessity.
5. Prepare all noticing, including the notice to taxing authorities
6. Prepare all supporting documents, draft resolutions, and ordinances necessary to enact each step of the CRA process: including, but not limited to, the CRA plan, plan amendments, reports, resolutions, draft ordinances, Finding of Necessity, Recommendation and Adoption of a Redevelopment Plan, adoption of a Redevelopment Trust Fund and any amendments to the Community Redevelopment Agency ordinance to identify new CRA areas.
7. Organize and notice a minimum of three (3) workshops for each proposed area to receive public input regarding goals, policies and objectives of a Community Redevelopment Plan for the areas.
8. Prepare a list of potential capital projects for the proposed areas and include an analysis of each addressing the standards of a Workable Program as identified in F.S. 163.360.
9. Prepare redevelopment plans for proposed areas after the establishment of the CRA, in accordance with F.S. 163.360 submitted in word format with editing capability.
10. Review proposed Redevelopment plans for consistency with the Comprehensive Plan and local land regulations and all required criteria referenced in F.S. 163.360 (1), (2) AND (3).
11. Conduct all necessary public meetings for enactment of each procedural component for the creation of a CRA, including public meeting before City Council, Community Development Board and Historic Board.
12. Prepare a specific time frame for all major components identified within the Scope of Services.

**The cost of the above tasks, within the Scope of Services shall be identified within the response and will be utilized as part of the evaluation criteria, as this is not a CCNA assignment.**

### **Selection Procedure:**

The evaluation and recommendation committee shall be responsible for short-listing the most qualified firms. The committee may request additional or clarifying information from any responder. Short-listed firms may be invited to appear in front of the committee and/or City Council for oral presentations and/or discussion (Q&A).

- Qualifications of the firm and its personnel (20 points)
- Experience and prior/current performance with the City of Neptune Beach and similarly situated local units of government (20 points)
- Schedule and Cost Proposal (30 Points)
- Quality of the letters of reference from local government clients for similar work. Limit of one (1) letter per client. This should include three (3) current references (within the last year) directly related to the requirements of this RFQ. Contact information must include project name, contact person's name, company, complete address, phone number (land line and cell phone) and email address. (20 Points)

- Geographical proximity (10 points)

- Driving Distance  $\leq$  60 Miles (10 points)
- Driving Distance  $>$  60 miles  $<$  100 miles (5 points)

Responses should be both thorough and concise, detailing experience, personnel, and references relative to the discipline areas mentioned above, and must demonstrate the ability to provide the required services.

**Contracting and Payment:**

Work will be performed under a *non-exclusive* Agreement to Furnish Professional Services negotiated between each party and the City of Neptune Beach, as outlined in this solicitation.

**Proposal Package:**

The Proposal Package shall contain the following information behind tabs identified as A-G:

- Cover Letter and Contact Sheet – Exhibit A
- TAB A Qualifications and Experience
- TAB B Description of Redevelopment projects
- TAB C Cost Proposal- The response to the Request for Qualifications & Proposal shall contain a not to exceed cost proposal which includes the amount of time that each individual is expected to spend on each phase or component of the study, as well as a detailed breakdown of reimbursable costs. The response shall include the cost for all necessary public meetings. The cost proposal shall be broken down by Tax Increment District and by existing and proposed redevelopment areas.
- TAB D Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested
- TAB E Three (3) current references directly related to the requirements of this RFQ  
Contact information must include project name, contact person’s name, company, complete address, phone number (land line and cell phone) and email address. (Letters of reference are highly preferred by the City.)
- TAB F Geographical proximity – Respondents must submit documentation of the shortest driving distance in miles from the respondent’s office location
- TAB G Public Entity Crimes Statement - Exhibit B  
Drug Free Workplace Certification - Exhibit C  
E-Verify Statement - Exhibit D  
Respondent’s Certification –Exhibit E

**General Terms and Conditions:**

**A. Fund Availability.**

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Neptune Beach abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

**B. Professional Regulation.**

Attach a copy of the current Florida Department of Professional Regulation License(s) registration with the appropriate Board(s) for your firm and each of the license numbers.

**C. Permits, Licenses, or Fees.**

Any permits, licenses, or fees required will be the responsibility of the proposer. The City of Neptune Beach will not entertain separate payment for these items.

**D. Taxes.**

The City of Neptune Beach does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RFP document.

**E. Governing Laws and Venue.**

Any contractual arrangement between the City of Neptune Beach and the proposer shall be consistent with, and be governed by, the ordinances of the City, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Duval County, Florida.

**F. Conflict of Interest.**

All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City. Furthermore, all proposers must disclose the name of any City of Neptune Beach officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.

**G. Additional Terms and Conditions.**

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFP and the respondent's authorized signature affixed to the response's signature section attests to this.

**H. Indemnification.**

The Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its councilors, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the City and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**I. Insurance**

The Consultant shall not commence any Work until they have obtained all of the following applicable types of insurance and such insurance has been approved by the City, has named the City as an additional insured by separate written endorsement, except for Workers'

Compensation Coverage and Consultant Liability, nor shall the Consultant allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the City in writing.

The Consultants' insurance, and the insurance of any other party bound to the Consultant, shall be considered primary. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s). Certificates of Insurance acceptable to the City of Neptune Beach for the Consultant 's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Consultant.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Neptune Beach.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Excess Liability to include the City of Neptune Beach as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms may be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured Consultant, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All of the above referenced Insurance coverage is required to remain in force for the duration of the project and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Consultant shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the City of Neptune Beach to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by the City of Neptune Beach of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Consultant's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type, quality or quantity of insurance coverage that Consultant should maintain. Consultant shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Consultant to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

#### Loss Deductible

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

#### Subcontractor's Insurance

Consultant shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Consultant's insurance.

Consultant shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as set forth in Part 1 above.

#### Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:

- The name of the insured Consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the City and a copy to the City's Representative at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the City and such Certificate shall clearly state all the coverages required in this Article
- If requested by the City, the Consultant shall furnish complete copies of his/her and any Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Consultant or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Consultant's obligations to fulfill the requirements of this Article.

#### Workers' Compensation Insurance

The Consultant shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and any Work which is sublet, the Consultant shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply with Florida Workers' Compensation Law.

The Consultant shall purchase and maintain at the contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Subcontract. The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the contractor.

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Consultant shall provide adequate insurance, satisfactory to City for the protection of employees not otherwise protected.

#### Liability Insurance

The Consultant shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall protect City from claims for damage, for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by him/herself or by anyone directly or indirectly employed by him/her, and the amount of such insurance shall be minimum limits as follows:

#### Commercial General Liability

The Consultant shall purchase and maintain at the Consultant's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form). Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

#### Commercial Automobile Liability:

The consultant shall purchase and maintain at the contractor's expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit	\$1,000,000 Each Accident
OR	
Split Limits	\$500,000 Bodily Injury-Per Person \$1,000,000 Bodily Injury-Per Accident \$500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the insured Consultant, insured Consultant including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-City and hired automobiles and employee non-ownership use.

Excess Liability Insurance

The Consultant shall purchase and maintain at the contractor's expense Excess Liability (Umbrella Form) insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Property Insurance

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Consultant shall provide Builder's Risk insurance or an Installation Floater.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

Consultant Liability Insurance.

During the term of this agreement, the Consultant will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Consultant. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Neptune Beach may require a higher limit as mutually agreed with the Consultant for specific task/work orders.

**J. Public Entities Crimes.**

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in category two, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the

proposer certifies that it is qualified to do business with the City of Neptune Beach in accordance with all Florida Statutes.

**K. Acceptance of Goods/Services.**

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

**L. Drug-Free Workplace.**

By signature on this solicitation, and completion of the Drug-Free Workplace form, the proposer certifies that it is qualified to do business with the City Neptune Beach and has certification that they have implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes.

**M. Equal Opportunity.**

The City of Neptune Beach recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

**N. Lobbying.**

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Proposers shall not contact any City Council Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Councilors and/or the City Manager may disqualify any solicitation response where any Councilor, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

**O. Public Records.**

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to this statute. All public records request shall be submitted to the City Clerk's office at 386-329-0100 ext. 211.

**P. Cost of Submittal.**

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the City.

# EXHIBIT "A"



## CONTACT SHEET

CITY OF NEPTUNE

BEACH, FL

\*\*\*\*\*

Name: \_\_\_\_\_

Federal Taxpayer ID: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Vendor Accepts Credit Cards\*: Yes No (Please Circle)

Accounting Contact:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

# EXHIBIT "B"



## CITY OF NEPTUNE BEACH, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Neptune Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length

agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding thirty six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission expires:

# EXHIBIT "C"



## DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

# EXHIBIT “D”



## E-VERIFY STATEMENT

**Bid/Proposal/RFQ Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

**Company/Firm:** \_\_\_\_\_

**Contact Name (Print):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# EXHIBIT “E-1”



## RESPONDENT’S CERTIFICATION

I have carefully examined the Request for Qualification (RFQ), the other related documents identified in the RFQ, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

1. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.
2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Neptune Beach, City Manager.

I further certify, under oath, that this qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of Neptune Beach or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

# EXHIBIT “E-2”



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

### Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Company/Firm:** \_\_\_\_\_

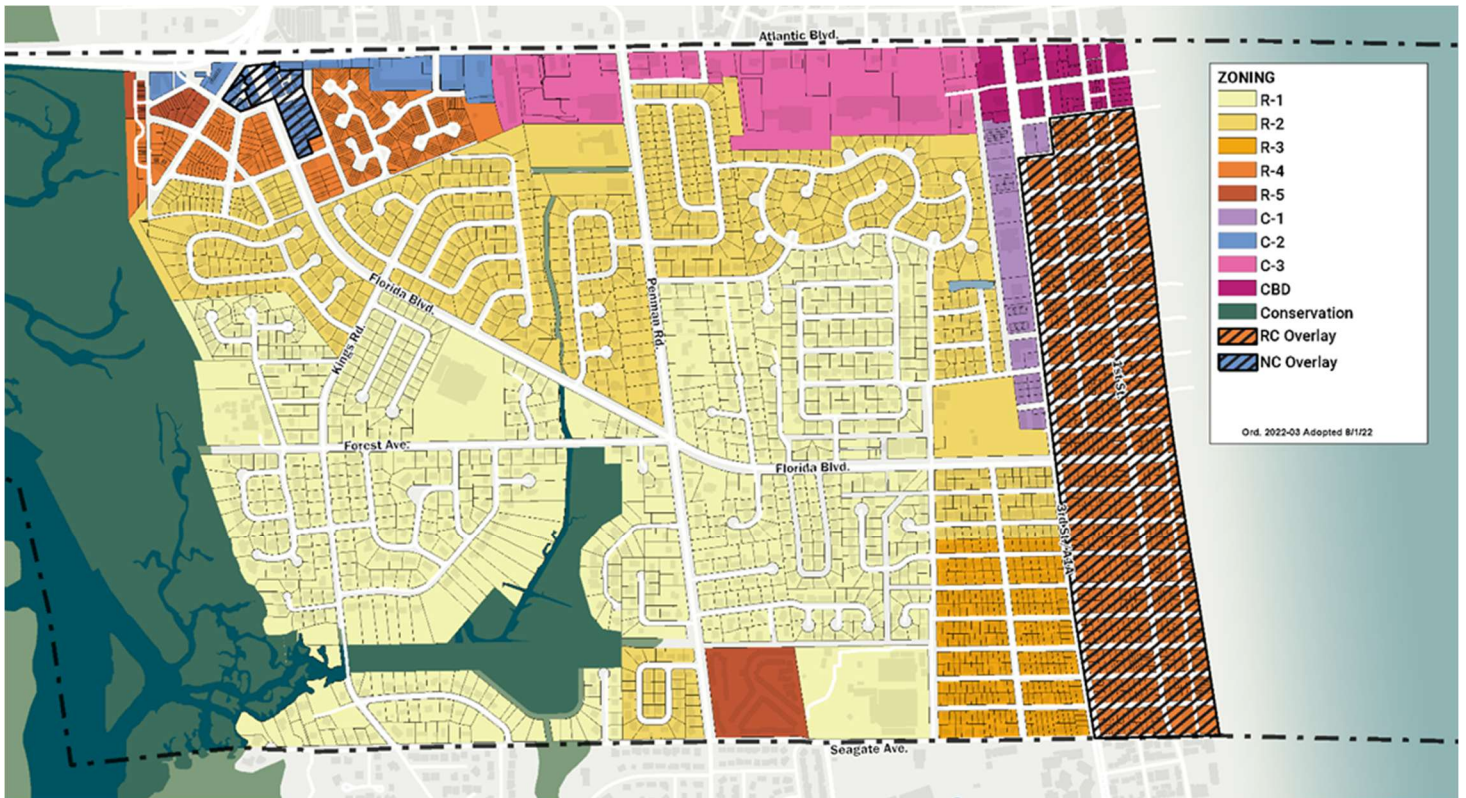
**Printed Name & Title:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# ATTACHMENT A



**This map shows the general area to be studied. The boundary generally follows the municipal limits and adjacent existing Tax Incremental Districts. Final boundary to be determined by finding of necessity.**