



AGENDA
Special, Workshop & Town Hall City Council Meeting
Monday, April 20, 2026, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. PRESENTATION:
 - A. Water Conservation Month Proclamation, Douglas Conkey, St. Johns River Water Management District Intergovernmental Coordinator p. 3
3. ORDINANCES:
 - PH A. ORDINANCE NO. 2026-04, SECOND 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. 4
 - PH B. ORDINANCE NO. 2026-05, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida Amending the Operating Budget for Fiscal Year 2025-26, Beginning October 1, 2025, and Ending September 30, 2026; Authorizing the Purchase of a Vehicle Not Included in the Adopted Budget; Increasing General Fund Appropriations for Capital Outlay; Authorizing an Interfund Transfer from the Special Revenue Fund to the General Fund; Providing for Findings; Providing for Authority; Providing for Budget Amendment and Appropriations; Providing for Accounting Entries; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date. p. 10
4. REQUEST FOR CONSIDERATION:
 - A. Proposal to Conduct Comprehensive Utility Rate Study p. 17
5. ADJOURN

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING
THE ABOVE SPECIAL MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST / NONE
3. PUBLIC COMMENTS
4. PROPOSED ORDINANCE:
 - A. PROPOSED ORDINANCE: Ordinance to Require Underground or Enclosed Fire Suppression Water Storage - p. 50
5. CONTRACTS / AGREEMENTS / NONE

6. ISSUE DEVELOPMENT

- A. Dancin' in the Street Annual Event -May 16, 2026 p. 55
- B. Paid Parking on First Street Discussion

7. PUBLIC COMMENTS

8. COUNCIL COMMENTS

9. ADJOURN

TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE ABOVE WORKSHOP

1. CALL TO ORDER / ROLL CALL

2. PUBLIC COMMENTS – OPEN TOPICS

3. ADJOURN

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

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



Special Meeting Item #2A

PROCLAMATION City of Neptune Beach

WHEREAS, water is a basic and essential need of every living creature;
and

WHEREAS, the State of Florida, Water Management Districts and the City of Neptune Beach are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Neptune Beach and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Neptune Beach has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, outdoor irrigation comprises a large portion of water use, Neptune Beach will encourage citizens and businesses to focus on improving outdoor irrigation efficiency;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Neptune Beach and the City Council, this 20th day of April, 2026, do hereby proclaim the month of April as

Water Conservation Month

Neptune Beach, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 28th year of Water Conservation Month, there will be a special focus on improving outdoor irrigation efficiency.

Corrine A. Bylund
Mayor



Special Meeting Agenda Item #3A Second Read Ord. No. 2026-04

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Second Read Ordinance No. 2026-04 , Amending Section 18-5, Abandoning or Private Use of Public Property or Rights-of Way
SUBMITTED BY:	Heather Whitmore, AICP, PTP Community Development Director
DATE:	April 15, 2026
BACKGROUND:	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. It is in the best interest of the City and the citizens of Neptune Beach to apply the same restriction upon easements First Read: April 6, 2026-Passed 5-0 Second Read: April 20, 2026
RECOMMENDATION:	Approve and Adopt Ordinance No. 2026-04
ATTACHMENT:	1. Ordinance No. 2026-04 2. Business Impact Statement

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

Passed at First Reading this 6th day of April, 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

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 law¹ for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

The Ordinance 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



Special Meeting Agenda Item #3B First Read Ord. No. 2026-05

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	First Read, Ordinance No. 2026-05 , Amending the Operating Budget for Fiscal Year 2025-26, Beginning October 1, 2025, and Ending September 30, 2026
SUBMITTED BY:	Jaime Hernandez, Chief Financial Officer
DATE:	April 13, 2026
BACKGROUND:	Background: During the current fiscal year, the Police Department identified the need to procure a vehicle that was not included in the current fiscal year budget. As of 3/30/2026, the combined Fund Balance for Fines & Forfeiture was \$120,000, which \$115,000 was encumbrance for the construction/remodel of the PD Fire Range on the current fiscal year. The estimated vehicle cost is \$38,000, leaving a gap of capital of approximately \$33,000. Since the project has been delayed, staff recommend unencumbering \$30,000 to cover the cost of the vehicle. Proposed Amendment: 1. Increase General Fund Appropriations a. Capital Outlay – 001-1221-521-60-64- Vehicle Purchase: Increase by \$37,568. 2. Increase General Fund Revenues (Interfund Transfer In). a. 001-0000-382-00-05 – Contribution from Another Fund (\$37,568). 3. Decrease Fines & Forfeiture Fund Balance / Increase Transfer Out a. 106-00000-271-00-00 – Fund Balance
BUDGET:	Budget Impact: • The vehicle purchase will be recorded as a General Fund capital outlay expenditure. • The General Fund currently does not have appropriate budget authority for this item. • Fund will be transferred to the General Fund from Fines & Forfeiture Fund to finance the purchase of the vehicle. • No additional or new revenue, debt, or additional tax is required for this purchase.
RECOMMENDATION:	Approve the Budget amendment to authorize the following: • Unencumber \$30,000 from the \$115,000 encumbered funds to cover the cost of the vehicle of \$37,568. • Interfund transfer of \$37,568 from the Fines & Forfeiture fund to the General Fund to fully fund the purchase of the vehicle. • Purchase of an unbudgeted vehicle using General Fund capital outlay
ATTACHMENT:	Ordinance 2026-05 Staff Report from the Police Dept requesting the use of funds (3/23/2026) Quote from Duval Ford in the amount of \$37,568.

INTRODUCED BY:

MAYOR CORRINE BYLUND



ORDINANCE NO. 2026-05

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2025-26, BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING THE PURCHASE OF A VEHICLE NOT INCLUDED IN THE ADOPTED BUDGET; INCREASING GENERAL FUND APPROPRIATIONS FOR CAPITAL OUTLAY; AUTHORIZING AN INTERFUND TRANSFER FROM THE SPECIAL REVENUE FUND TO THE GENERAL FUND; PROVIDING FOR FINDINGS; PROVIDING FOR AUTHORITY; PROVIDING FOR BUDGET AMENDMENT AND APPROPRIATIONS; PROVIDING FOR ACCOUNTING ENTRIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Neptune Beach adopted an operating budget for the Fiscal Year 2025-26; and

WHEREAS, during the current fiscal year, operational needs have identified the requirement for the acquisition of one (1) vehicle to support the Police Department (the "Vehicle"), which was not included in the adopted budget; and

WHEREAS, the Special Revenue Fund (Fund No. 106 & 114-Fines & Forfeiture Funds) has a combined balance of \$120,910, and

WHEREAS, \$115,000 has been encumbered for the Fire Range modernization during the budget process, and

WHEREAS, \$33,000 must be unencumbered FROM \$115,000 to fund the total cost of the vehicle, and

WHEREAS, the Special Revenue Fund (Fund 106 & 114-Fines and Forfeitures Funds) has sufficient available and encumbered resources that are eligible for use to support general governmental purposes, subject to Council approval, and the City desires to transfer such resources to the General Fund (Fund No. 001) to fund the Vehicle purchase; and

WHEREAS, The City Council finds that the proposed budget amendment and transfer are in the best interest of the City, are consistent with applicable law, and maintain transparency and accountability in fiscal management.

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

SECTION 1. INCORPORATION OF RECITAL

The foregoing recitals are true and correct and are hereby incorporated into this Ordinance as findings of the City Council

SECTION 2. BUDGET AMENDMENT AND APPROPRIATION.

- (1) The Fiscal Year 2025-26 budget is hereby amended to increase General Fund appropriations for Capital Outlay (Vehicle Purchase) by \$ 37,568.
- (2) The General Fund revenues simultaneously increased by \$37,568 through an Interfund Transfer In from the Special Revenue Fund.
- (3) The Special Revenue Fund appropriations (Transfers Out) are increased by \$37,568 and the Special Revenue Fund unassigned/unrestricted fund balance is reduced accordingly.

SECTION 3. PURPOSE AND USE OF FUNDS.

Funds appropriated under this Ordinance shall be used solely to acquire the Vehicle and cover any related, eligible costs including, but not limited to, equipment upfitting, title, registration, and procurement fees, as detailed in **Exhibit A**.

SECTION 4. PROCUREMENT.

The Vehicle shall be procured in accordance with the City's purchasing code and policies, including use of existing cooperative purchasing contracts or competitive solicitation as applicable. The City Manager or designee is authorized to execute all documents necessary to effectuate the purchase, consistent with this Ordinance and City policy.

SECTION 5. ACCOUNTING ENTRIES AND ADMINISTRATION.

The Chief Financial Officer (or designee) is authorized and directed to:

- (1) Record the budget amendment and interfund transfer;
- (2) If applicable, establish or adjust the necessary project code(s), account(s), and encumbrances;
- (3) Make any clerical or immaterial adjustments needed to implement the intent of this Ordinance; and
- (4) Report this amendment in the City's next quarter budgetary status update to the City Council .

SECTION 6. LIMITATIONS AND COMPLIANCE.

- (1) The City Council affirms that the Special Revenue Fund resources used for this transfer are not restricted by law or grant for other purposes, and that their use for the Vehicle is permissible.

(2) Nothing herein authorizes expenditures beyond the amounts specified or contrary to applicable laws, grant terms, bond covenants, or City policies.

SECTION 7. SEVERABILITY.

If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder shall not be affected and shall remain in full force and effect.

SECTION 8. CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE.

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

VOTE RESULTS OF FIRST READING:

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

Passed 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:

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Catherine Ponson, City Clerk

Approved as to form and content:

A handwritten signature in blue ink, appearing to read "Paul Waters", with a stylized flourish extending to the right.

Paul Waters, City Attorney



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

NEPTUNE BEACH PD

Prepared for:

NEPTUNE BEACH PD
COMMANDER GARY M. STUCKI
904-242-3436
garystucki@nbfl.us

Contract Holder

3/18/26

DUVAL FORD
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
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



Special Meeting Agenda Item #4A Water & Sewer Rate Study

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Request for Consideration – Proposal from Raftelis to Conduct a Comprehensive Utility Rate Study for the Water & Sewer Fund Operation. Sustainability.
SUBMITTED BY:	Jaime Hernandez, Chief Financial Officer
DATE:	April 15, 2026
BACKGROUND:	Utility rates must support ongoing operation costs, maintenance, regulatory compliance, and capital investments to ensure long-term reliability of critical infrastructure. A rate study is essential before increasing Water & Sewer rates to provide a structured, data-driven justification for the change. A modern rate study will enable the City to align its utility rates with actual service costs, future capital demands, and best practices in municipal financial planning. Why is a Rate Study Needed: • Aging infrastructure and significant reinvestment needs • Rising regulatory requirements • Revenue stability concerns • Current rates may not fully reflect cost of services Expected Outcomes • Clear and transparent justification for any future rate adjustments • Fair and equitable allocation of system costs across customer classes • Improve long-term planning for capital projects and regulatory requirements • Financial stability and creditworthiness • An updated and defensible utility rate structure for Council consideration
BUDGET:	\$78,750 Professional Services – Fund 401-4335-535-30-31
RECOMMENDATION:	Staff recommends that City Council authorize the engagement of Raftelis to Conduct a Comprehensive Utility Rate Study for the Water & Sewer Fund and instruct the City Manager to execute the related contract documents.
ATTACHMENT:	1. Piggyback Agreement with Raftelis 2. Neptune Beach Scope of Services 3. Consulting Agreement-Raftelis/West Palm Beach

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this 20 day of April, 2026, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, (“Contractor”), concerning that certain contract with **CITY OF WEST PALM BEACH**, (“COWPB”).

WITNESSETH:

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

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

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

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

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

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

WHEREAS, The City of West Palm Beach awarded a bid solicitation through Request for Proposals RFP No. 24-25-217M K to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“COWPB Contract”), a copy of which is retained on file with City Clerk, along with a complete set of the associated procurement documents; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach to provide utility rate and financial consulting services on behalf of the City’s Utility Department; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the COWPB Contract except as amended herein; and

WHEREAS, the COWPB Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 1) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 2) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the COWPB Contract.

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

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

2. Amendments. The COWPB Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the COWPB Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the COWPB Contract and terms of this Agreement, the terms of this Agreement shall prevail. The City of Neptune Beach and its equivalent staff and address shall be substituted for the COWPB and its staff and addresses, as may be required in the awarded COWPB Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Scope(s) of Work. Contractor shall perform services in accordance with the proposal attached hereto and made a part hereof as Exhibit “A”. Any conflict between the proposal attached as Exhibit “A” shall be interpreted in favor of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

11. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolating, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

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

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

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

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

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 11 "No coercion for labor or services" and that the facts stated in it are true.

THE CITY OF NEPTUNE BEACH:

By: _____
Corrine A. Bylund, Mayor

Attested By: _____
Catherine Ponson, City Clerk

RAFTELIS FINANCIAL CONSULTANTS, INC.:

Signature: _____

Print Name: _____

Print Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of ____ 2026, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary

Approved as to Legal Form and Content by:



Vose Law Firm, City Attorney

Neptune Beach Scope of Services

February 13, 2026

Mr. Jaime F Hernandez, MBA
Chief Financial Officer
City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

Subject: Agreement to Provide Water and Wastewater Revenue Sufficiency Study

Dear Mr. Hernandez:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to present this consulting services agreement ("Agreement") to the City Neptune Beach, Florida (the "City" or "Client"), to provide utility rate and financial consulting services on behalf of the City's Utility Department (the "Utility Department"). Based on our discussions, Raftelis will perform a water and wastewater revenue sufficiency study. This Agreement is being prepared and incorporates the terms and conditions of the Professional Services Agreement between City of West Palm Beach and Raftelis, dated February 6, 2026 (the "Piggyback Agreement") that provides for ongoing utility rate consulting services. A copy of the Piggyback Agreement is attached as Attachment D.

Based on our understanding of the needs of the City, we propose the following:

SCOPE OF SERVICES

The scope of services to be performed by Raftelis is included in Attachment A and are made a part of this Agreement.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement Mr. Thierry Boveri will serve as the project director, Mr. Robert Ori will serve as the technical advisor, and Mr. Mark Tuma will be the Project Manager and primary contact with the City. Other financial analysts and administrative personnel for the firm may be utilized during the engagement as needed. Please see Attachment B for a summary of the personnel by title and billing rates for Raftelis staff that may be utilized during this engagement, which is made part of this Agreement.

COMPENSATION AND BILLING

Based on the Scope of Services as summarized herein in Attachment A and the direct hourly labor billing rates as identified on Attachment B, we propose to establish a not-to-exceed contract budget of \$78,750 to provide consulting services associated with the performance of the Water and Wastewater Revenue Sufficiency Study. Attachment C provides a detailed breakdown of the proposed budget by task.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by Raftelis for such other direct costs, if any, will be billed to the City based on the standard unit costs or reimbursement schedule as reflected on Attachment B. It is proposed that Raftelis will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the City.

PROJECT SCHEDULE

Upon notification to proceed, Raftelis anticipates completion of the rate analysis within one hundred and twenty-five days such that any proposed rates would be placed into effect no later than November 1, 2025. This rate implementation date would also include a technical memorandum or report documenting the assumptions, analyses, and recommendations to the City to: i) assist the City in the development of a revised utility rate resolution by the City's Legal Counsel; ii) provide for sufficient time to allow notification to the City utility customers of the change in rates and capital charges; iii) provide sufficient time to present the proposed financial and rate implementation plan to the City Council at a public workshop / hearing by October 15, 2025; and iv) to allow for the adjustment of the utility billing system to allow for the billing of the proposed rates on the effective date of service. The completion of the analysis would be subject to the immediate availability of information provided to Raftelis from the City that would be necessary to conduct the rate analysis and the ultimate implementation requirements for the City.

DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the City should issue debt based on the terms and assumptions used to develop the financial plan or forecast, or that the City will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this rate model update, including any related municipal advice, is intended only to provide information useful in evaluating the potential impact on the utility and future rate adjustments of one potential course of action for the City. If the City decides at some future date to issue debt, then at that time the City will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the City's credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

By signing this engagement letter indicating its approval and acceptance of the proposed scope of work and fees, the City is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board (MSRB) provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

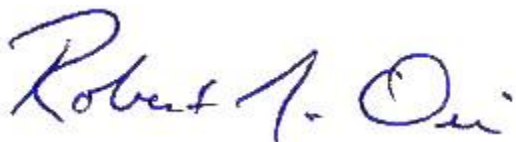
TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for Raftelis personnel shall be in effect and continue for twelve (12) months after the date of execution of this Agreement.

We appreciate the opportunity to submit this Agreement to the City to provide utility rate and financial consulting services on behalf of its utility system. If this Agreement, including the cost estimate and Scope of Services, are acceptable to the City, please provide the necessary approval documents and purchase order that incorporates this Agreement to provide the utility and financial consulting services to the City as identified herein. The receipt of such contractual documentation will serve as our notice to proceed for the Project for the City.

Again, we appreciate the opportunity to provide utility rate and financial consulting services on behalf of the City and look forward to working with you soon.

Very truly yours,
Raftelis Financial Consultants, Inc.



Robert J. Ori
Senior Principal

Accepted By:

City of Neptune Beach, Florida

Name

Title

Date

**ATTACHMENT A
CITY OF NEPTUNE BEACH, FLORIDA
WATER AND WASTEWATER REVENUE SUFFICIENCY STUDY**

SCOPE OF SERVICES

The scope of service to be performed by Raftelis is related to the preparation of a water and wastewater utility revenue sufficiency study. The study will include updating the City's financial forecast in order to project Water and Wastewater System financial operations over the six-year period beginning with the fiscal year ending September 30, 2024. The activities associated with the Water and Wastewater Utility Revenue Study are summarized below by major task:

1. Data Request, Data Gathering, and Project Kickoff Call – Raftelis will prepare a written data request for the collection of financial, customer billing, operating, engineering, and planning data necessary to conduct the annual rate review. Information requested will include, but is not limited to, financial statements, existing rate schedules, operating budgets and capital work plans, existing debt service schedules, and customer billing data. The initial data request will be as comprehensive as possible; however, based on review the City's initial response it is contemplated that follow up data requests will be required during the course of the review. Once the City has responded to the initial data request, the data provided will be reviewed and incorporated into the City's utility rate and financial planning model. Raftelis will also attend one (1) virtual project kickoff meeting in order to discuss study objectives, concerns and goals for the study.
2. Develop Customer Forecast and Revenue Model: Raftelis will work with the City to develop a projection of System customers and billed sales / flow by utility and customer class. The evaluation will incorporate the findings of the customer trend and potable water use / sewer flow and meter frequencies analyses and will be prepared for the Forecast Period. Based on the projection of the customer and sales attributes, a forecast of rate revenues will be developed for the Forecast Period. This revision includes updating the customers by class, average flow per account by class, and the usage frequencies by class.
3. Develop Operating Expense Forecast and Model: Raftelis will review the Fiscal Year 2025 budget, and the most recent historical 2023 and 2024 actual costs and prepare an updated projection of the operating expenses for the Forecast Period. The forecast will consider the nature of the expense, contractual agreements with third parties, identified escalation factors, System growth, implementation of the capital improvement plan, and other factors.
4. Capital Improvement Plan Funding Analysis and Model: This task involves a detailed review of the City's six- (6) year or applicable capital improvement program and other engineering planning documents, and the performance of a funding analysis to identify available sources of funds for financing of the capital improvement program and the estimated impact on utility rate revenues associated with the capital funding program for the Forecast Period. This task will include a "by-fund / account" analysis of available cash balances and corresponding interest income on such balances. The development of the financial forecast model and revenue sufficiency evaluation will include the annual funding for capital re-investment (i.e., deposits to capital replacement reserves funded from existing ratepayers) to minimize the issuance of long-term debt and have a prudent capital funding plan that is attainable yet flexible. Based on timing differences and the magnitude of the capital program, the capital funding plan may recognize the use of the issuance of additional senior or subordinate lien bonds in the development of the financial forecast model.
5. Prepare Fund Balances and Management Dashboard Model: This task involves a detailed review of the City's current financial position in each of the City's respective funds (i.e., operating reserves, dedicated capital funds such as a Renewal & Extension Fund (or its equivalent), debt service sinking

fund, etc.). This analysis will be performed to identify available funds to use in system operating and capital funding, potential liabilities and funds that should be considered restricted and excluded from available funds. Raftelis will prepare a management dashboard to present the projected estimated fiscal position of the System and to assist the City in the development of alternative rate adjustment planning scenarios to present to the City Council (the “Council”).

6. Identify Rate Adjustments and Prepare Proposed Water and Wastewater Rates: Based on the allocation of the Test Year 2025 net revenue requirements by utility system and the detailed customer forecast / billing frequency analysis, Raftelis will design proposed rates for consideration by the City. The development will consider industry norms, the full recovery of costs by utility, historical rate forms, the results of the cost classification analysis, and impacts to existing customers in the design of rates. This scope assumes that the rates will be adjusted on a uniform basis predicated on the identified system rate adjustments needed to fully fund the revenue requirements of the System. This scope does not reflect a detailed cost of service allocation analysis and the design of alternative rates; any detailed analysis will be considered as an additional service.
7. Customer Impact Analysis: As part of the development of the final recommended rates, a customer impact analysis will be prepared. The analysis will be based on the billing frequency analysis conducted during Task 2 activities and will be based on a 12-month of water use basis (not an average annual bill basis); predicated on data availability. This task will also include the preparation of a rate comparison survey with other neighboring public utilities, which will include the recommended rates as developed in this phase of the project.
8. Report Preparation: Raftelis will prepare a report or technical memorandum that will document the analyses, assumptions used, allocations, and results based on the performance of the tasks described above. The purpose of the report is to document the results of the study for use by the City in the evaluation of the financial forecast.
9. Review of Proposed Rate Resolution: As part of the rate review and adoption process, Raftelis will review the rate resolution prepared by the City’s Legal Counsel for consistency to the recommendations as contained in the rate report; Raftelis will not be responsible for the development of the proposed rate resolution or any additional presentation materials or advertisements (e.g., agenda item) required to bring the resolution to the Council.
10. Presentation to City Council: Raftelis will prepare a presentation document to present the results, recommendations, and observations identified in the prior tasks to the Council and will attend one (1) on-site meeting to formally present the findings to the Council.
11. Meetings – During the course of the Project, Raftelis has assumed the attendance of several meetings with City management and staff to: i) review the findings and evaluations of the financial forecast, existing and projected cost (revenue) recovery strategies, capital funding plan, and the rate recommendations for the Forecast Period; and ii) present the study and findings to the Council. The meetings identified in this scope of services include:

-Remainder of this page intentionally left blank-

Description	Number of Meetings [1]
On-site Meetings:	
Kick-off Study, Data Compilation, and Interview Staff	1
Presentation of Financial and Rate Plan to the Council at a Public Hearing	1
Off-site Virtual Meetings:	
Evaluate Data, Identify Labor Time, Discuss Rate Design, Review Progress	<u>4</u>
Total Number of Meetings Recognized	<u>6</u>

For the purposes of determining the contract budget, the scope recognizes the following: i) an allowance of eight (8) hours per on-site meeting, which would include preparation, travel, and attendance; and ii) an allowance of two (2) hours per off-site teleconference meeting. The attendance of any additional on-site or teleconference meetings will be considered as an additional service to this scope of services.

LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Data Request
- Five Year Financial Forecast
- Proposed Water and Wastewater Rates
- Rate Comparison with Other Jurisdictions
- Briefing Document to Summarize the Study
- Letter Report Summarizing Study

ADDITIONAL SERVICES

During the course of the study, the Client may request additional services from Raftelis. Such services may include: 1) assisting in the gathering of detailed billing information; 2) developing cost of service rate designs options in addition to across the board rate increases already contemplated; 3) significantly updating the financial analysis with revised assumptions after the City's review and subsequent to completion of the draft letter report; 4) preparing documentation associated with future debt issuance; 5) project delays that require updated analyses that are not the fault of Raftelis; and 6) additional meetings above the one (1) virtual and three (3) onsite meeting included in this scope of services. The Client will be billed for such additional services based on the direct labor rates as set forth herein and any direct out of pocket expenses associated with such additional work.

-Remainder of this page intentionally left blank-

ATTACHMENT B

CITY OF NEPTUNE BEACH, FL
WATER AND WASTEWATER REVENUE SUFFICIENCY STUDY

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

<u>Job Classification</u>	<u>Billable Rate</u>
Executive Vice President / Senior Principal	\$410
Senior Vice President	\$400
Vice President / Senior Principal	\$370
Senior Manager	\$330
Manager	\$290
Senior Consultant	\$255
Consultant	\$230
Associate	\$190
Analyst	\$160
Administration	\$100

STANDARD COST RATES

<u>Expense Description</u>	<u>Standard Rates [*]</u>
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will be substituted for the rates shown above.

ATTACHMENT C

CITY OF NEPTUNE BEACH, FL

WATER AND WASTEWATER REVENUE SUFFICIENCY STUDY

COST ESTIMATE

ATTACHMENT C
City of Neptune Beach, Florida

Project Cost Estimate for Water and Wastewater Utility Revenue Sufficiency Study

Line No.		Executive Vice President	Project Manager / Manager	Consultant	Administration	Totals
	Project Billing Rates (\$/Hr.)	\$410.00	\$290.00	\$230.00	\$100.00	
1	Task 1 - Data Request and Data Gathering	0	4	8	0	12
2	Onsite Project Kickoff Meeting x1	8	8	0	0	16
3	Task 2 - Develop Customer Forecast and Revenue Model	2	12	26	0	40
4	Task 3 - Develop Operating Expense Forecast and Model	2	12	26	0	40
5	Virtual Meeting to Review Key Assumptions x1	2	2	2	0	6
6	Task 4 - Capital Improvement Plan Funding Analysis and Model	2	2	8	0	12
7	Task 5 - Prepare Fund Balances and Management Dashboard Model	2	10	24	0	36
8	Task 6 - Identify Rate Adjustments and Prepare Proposed Water and Wastewater Rates	4	8	12	0	24
9	Virtual Meeting to Review Proposed Rates x1	2	2	2	0	6
10	Task 7 - Customer Impact Analysis	0	1	4	0	5
11	Virtual Meeting to Finalize Rate Recommendations x1	2	2	2	0	6
12	Task 8 - Report Preparation	4	10	18	4	36
13	Task 9 - Review Proposed Rate Resolutions	1	2	0	0	3
14	Virtual Meeting to Review Council Presentation Document x1	2	2	2	0	6
15	Task 10 - Onsite Presentation to City Council x1	10	16	6	2	34
16	Project Management	2	0	0	1	3
17	Total Hours	45	93	140	7	285
18	Direct Labor Cost	\$18,450	\$26,970	\$32,200	\$700	\$78,320
	<u>Allowance for Indirect Costs</u>					
19	Miscellaneous (Phone\Postage\Reproduction\Other)					\$30
20	Travel Expenses (Car Rental, Gas, Tolls, etc.)					400
21	Total Allowance for Indirect Costs					\$430
22	Total Project Cost (Rounded)					\$78,750

ATTACHMENT D

**CITY OF NEPTUNE BEACH, FL
WATER AND WASTEWATER REVENUE SUFFICIENCY STUDY**

PIGGYBACK AGREEMENT

**Consultant Services Agreement between City of West Palm Beach and Raftelis Financial
Consultants, Inc.**

Dated February 6, 2026

Attachment D

MEMO

To: Keith A James, Mayor
From: Lina F. Busby, Sr. Asst. City Attorney
Date: February 3, 2026
File No: 35325.001
Dept. 971 Public Utilities
Re: Raftelis Financial Consultant; Consulting Services; MP

W P B
WEST PALM BEACH
Received
City of West Palm Beach
Mayor's Office

FEB 03 2026

401 Clematis Street
West Palm Beach FL 33401

Transmitted herewith are contract documents for the Mayor's signature which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The Mayor is authorized to execute the document in accordance with:

- ☒ Procurement Code.
- ☐ Commission Approval. Resolution No.
- ☐ City Charter Sec. 3.01

If authorized by the Procurement Code, the procurement method is:

- | | | |
|--|--------------------------------------|--|
| ☐ Small Purchase | ☐ Quotes | ☐ Single Source |
| ☒ Competitive Solicitation | ☐ Cooperative | ☐ Sole Source |
| ☐ Emergency Procurement | ☐ Piggyback | ☐ |

Procurement No. RFP 24-25-217

Contract Purchasing Agmt. No. (Master contracts only)

Contract/Amendment-----

Contract Purchasing Agmt. No. (Master contracts only)

Contract Amount: \$1,000,000.00

NOT TO EXCEED

Contract term: 3 Year

☐ Renewal available: 2-2 Year

Contract Expires: February 2029

Applicable Program: ☐ Small Business 18% participation ☐ MWBE ____%
☐ Living Wage ☐ Local Workforce

WO/WA/CO-----

WO/WA/CO/Amd Amount: \$

Est. Completion Date:

Applicable Program: ☐ SB ____% for this WO/WA ☐ MWBE ____% for this WO/WA

To: Office of the City Clerk

Please: Attest to the execution by the Mayor (if required) and insert the date.

Please retain one original as a public record and forward the other original with a copy of this memo to:

Donna Shurr- Public Utilities

To: Donna Shurr- Public Utilities

Please forward the fully-signed original contract document to the vendor/contractor.

RECEIVED

FEB 06 2026

RG

1 – City original 2 – Department 3 – EEO Office

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

MEMO

To: Keith A James, Mayor
From: Lina F. Busby, Sr. Asst. City Attorney 
Date: February 3, 2026
File No: 35325.001
Dept. 971 Public Utilities
Re: Raftelis Financial Consultant; Consulting Services; MP

Transmitted herewith are contract documents for the Mayor's signature which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The Mayor is authorized to execute the document in accordance with:

- ☒ Procurement Code.
- ☐ Commission Approval. Resolution No.
- ☐ City Charter Sec. 3.01

If authorized by the Procurement Code, the procurement method is:

- | | | |
|--|--------------------------------------|--|
| ☐ Small Purchase | ☐ Quotes | ☐ Single Source |
| ☒ Competitive Solicitation | ☐ Cooperative | ☐ Sole Source |
| ☐ Emergency Procurement | ☐ Piggyback | ☐ |

Procurement No. RFP 24-25-217

Contract Purchasing Agmt. No. (Master contracts only)

Contract/Amendment-----

Contract Purchasing Agmt. No. (Master contracts only)

Contract Amount: \$1,000,000.00 ^{NOT TO EXCEED}

Contract term: 3 Year

☐ Renewal available: 2-2 Year

Contract Expires: February 2029

Applicable Program: ☐ Small Business 18% participation ☐ MWBE ____%

☐ Living Wage ☐ Local Workforce

WO/WA/CO-----

WO/WA/CO/Amd Amount: \$

Est. Completion Date:

Applicable Program: ☐ SB ____% for this WO/WA

☐ MWBE ____% for this WO/WA

To: Office of the City Clerk

Please: Attest to the execution by the Mayor (if required) and insert the date.

Please retain one original as a public record and forward the other original with a copy of this memo to:

Donna Shurr- Public Utilities

To: **Donna Shurr- Public Utilities**

Please forward the fully-signed original contract document to the vendor/contractor.

RG

WPB No. 35325.001

THIS AGREEMENT is made by and between: **CITY OF WEST PALM BEACH, FLORIDA**, a Florida municipal corporation, with a physical address of 401 Clematis Street, West Palm Beach, Florida and a mailing address of P.O. Box 3366, West Palm Beach, FL 33402-3366 ("City"), and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, 341 N. Maitland Avenue, Suite 300, Maitland, FL 32751, FEI/EIN No. 20-1054069, Tel. 407-628-2600, Email: tboveri@raftelis.com ("Consultant").

WHEREAS, the City issued Request for Proposals No. 24-25-217 MK (the "RFP") pursuant to state and local law to solicit proposals for utility rate and financial consulting services (the "Services"); and

WHEREAS, Consultant responded to the RFP by submitting its Proposal dated October 2, 2025 (the "Proposal"), and

WHEREAS, the City selected Consultant as the best qualified to perform the services; and

WHEREAS, the City desires to engage Consultant to provide such services to the City according to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of as such covenants and conditions, the City and Consultant do hereby agree as follows:

0 1. IF MASTER CONTRACT WITH TASKS BY WORK AUTHORIZATION:

1.1 **Services.** Consultant shall provide the water, wastewater and storm water utility rate and financial consulting services described in the Consultant's Proposal and the Scope of Services of RFP 24-25-21 attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Consultant may be requested to provide specific Services for various and different tasks or projects.

1.2 **Work Authorizations.** Services will be rendered in response to periodic written work authorizations issued by the City on an as-needed basis. For each task or assignment, the City shall request Consultant to develop for review by the City:

- (i) a scope of services
- (ii) an estimate of fees and costs base on the hourly rates established in this Agreement;
- (iii) a task/deliverable schedule; and
- (iv) a payment schedule based on deliverables, which may not be front-loaded

Upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule and payment schedule, a written work authorization for each task shall be executed by Consultant and City. Time shall be of the essence with respect to all matters set forth in this Agreement. City shall not be liable to pay for any Services provided without a properly executed work authorization.

The form of work authorization shall be acceptable to the Office of the City Attorney.

No specific assignment or work authorization nor minimum amount of services or compensation will be guaranteed under this Agreement. This is a non-exclusive award and the City may secure similar or identical services from other consultants. The award of a contract does not guarantee any firm that work will be assigned in any given year. There is no representation that the type or value of work will be evenly distributed.

1.3 **Fee.**

- a) The Fee shall be the sole compensation paid to Consultant in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Consultant.
- b) **Hourly Rates.** The hourly rates effective for each Work Authorization issued under this Agreement are attached as **Exhibit B.** Fees for work authorizations may be established with an upper limit or "not to exceed" amount or based upon a fixed (lump sum), and all such fees shall be based on the hourly rates attached in Exhibit B.

1.4 **Invoices.** Each work authorization shall be invoiced separately. Invoices must identify the PO number and the work authorization number and the WPB Number. Invoices for upper limit type work authorizations shall identify the work authorization number and show the actual hours worked, person performing Services, the Service performed and/or deliverable provided, hourly rate, and dates(s) of service. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

2. **TERM OF CONTRACT.**

- a) This Agreement shall commence as of the date of full execution of this Agreement and work authorizations may be issued under this Agreement for Services to be completed prior to expiration of this Agreement. This Agreement shall expire three (3) years from the date of full execution, subject to the renewal and termination provisions of this Agreement.
- b) The Agreement expiration date may be extended for up to two (2) additional years at the sole option of the City. Any term extension shall be evidenced by a formal written amendment to this Agreement, duly executed by both City and Consultant. No work authorization may extend beyond the expiration or termination of this Agreement.

3. **STANDARD OF CARE.** Consultant shall render the Services in a diligent, careful, thorough and professional manner consistent with good business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant may rely on all data and information provided by or on behalf of City to perform the Services.

4. **PAYMENT.**

4.1 **Invoices.** Invoices must identify the PO number and WPB Number.

Submit by email. Invoices shall be emailed to: wpbap@wpb.org. (fastest processing)

Alternatively, invoices may be mailed to: City of West Palm Beach Accounts Payable,
P.O. Box 3366
West Palm Beach, FL 33402-3366.

- a) Invoices may be submitted no more frequently than monthly.
- b) Invoices received from Consultant pursuant to this Agreement shall be reviewed and are subject to the prior approval of the City to determine if a complete invoice with all required information has been presented and if the Services have been rendered in conformity with this Agreement. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.
- c) If MWBE or Small Business participation in this Agreement, Consultant shall submit a Subcontractor Utilization reporting form with each invoice.

- d) Consultant shall provide a W-9 to City with first invoice.
- e) All services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year.
- f) If Consultant fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings.

4.2 **Payment.**

- a) **Electronic Deposit.** The City will make payment by electronic deposit (ACH) based on the directions provided to the City from Consultant.
- b) Payment of Fees will be made upon approval of invoices, in accordance with any Payment Schedule, and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.
- c) No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Services.

4.3 **Taxes.** Consultant understands that in performing the Services for the City, Consultant is not exempt from paying sales tax to Consultant's suppliers for materials required for Consultant to perform under this Agreement. Consultant shall not be authorized to use the City's tax exemption number for purchasing supplies or materials.

4.4 **Availability of Funds.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of Agreements with a term of more than one year, but any Agreement so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon twenty-four (24) hour notice to Consultant. The City shall be the sole and final authority as to the availability of funds.

5. **EQUAL OPPORTUNITY COMPLIANCE.** N/A

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONSULTANT**

6.1 **Authority.** Consultant hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 **Duly Licensed.** Consultant represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission,

percentage, gift, or consideration.

7. **COMPLIANCE WITH LAWS.** In the conduct of the Services under this Agreement, Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations.

7.1 **Non-Discrimination.** In performing the Services under this Agreement, Consultant shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

7.2 **Convicted Vendor List.** Consultant represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes and certifies that Consultant and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal or execution of this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.3 **Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Consultant represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.4 **Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Consultant represents that Consultant is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Consultant further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.5 **Federal Labor / Employment Laws.** In accordance with Fla. Stat. Sec. 255.20, Consultant represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

7.6 **E-Verify.**

a) In compliance with Section 448.095, Fla. Stat., Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Consultant during the term of this Agreement. Consultant shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the Consultant during the term of this Agreement. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b) The City, Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Consultant acknowledges that upon termination of this Agreement by City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

c) Consultant or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractor to include these clauses in any lower tier subcontracts.

8. **INDEPENDENT CONTRACTOR.** Consultant acknowledges and agrees that Consultant is an independent Consultant of the City. Consultant more specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance; Consultant will be solely and exclusively responsible for payment of all its federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Consultant under this Agreement. Consultant shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Consultant's employees who provide Services under this Agreement. Consultant acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Consultant shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Consultant's duties under this Agreement. Consultant shall be responsible to the City for all work or services performed by Consultant or any person or firm engaged as a sub-consultant or subConsultant to perform work in fulfillment of this Agreement.

9. **RIGHT TO AUDIT.** Consultant shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Consultant's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Failure by Consultant to permit such audit shall be grounds for termination of this Agreement by the City. In addition to the foregoing, Consultant's consents to the City requesting from the insurance carriers confirmation of all fees paid to Consultant arising out or related to the City's insurance coverages during the term of this Agreement.

10. **PROPERTY RIGHTS.**

- a) All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, in each case to the extent intended by Consultant as a deliverable, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services; provided that any use other than for the project described herein and any re-use, modification or alteration of the deliverables shall be at the City's sole risk. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material or work product developed under this Agreement. Any reuse of Consultant's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Consultant or its subcontractors. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Contractor of any of its intellectual property, know-how or trade secrets.
- b) **Deliverables.** Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all such documents and materials prepared for the City in connection with this Agreement. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

11. **INSURANCE.**

11.1 Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, to provide coverage pursuant to this Agreement from claims set forth below which may arise out of or result from performance under this Agreement by Consultant, or by a subcontractor of Consultant, or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable.

11.2 Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

11.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Consultant's required insurance coverage, or any increase in the Consultant's self-insurance retention.

11.4 Certificates of Insurance. Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to City prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured Consultant, the specific Project or Agreement by name and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

11.5 Additional Insured. All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the "**City of West Palm Beach, its commissioners, officers and employees**" as Additional Insureds. No costs shall be paid by the City for an additional insured endorsement.

11.6 Required Coverage: Consultant shall maintain following liability coverage, in the limits specified:

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per occurrence and \$2,000,000 aggregate; may not be subject to a self-insured retention or deductible exceeding \$25,000.

Automobile Liability: Not less than \$1,000,000.00 Combined Single Limit per occurrence for bodily injury and property damage; may not be subject to a self-insured retention or deductible exceeding \$10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Professional Liability or Errors and Omissions: Not less than \$1,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the City. Self-insured retentions or deductibles should not exceed \$50,000.00 for written agreements or contracts with the City with a value of less than \$1,000,000.

12. **INDEMNITY.** Consultant agrees to indemnify, defend, save and hold harmless the City, its officers and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials or employees by reason of any damage to property or personal injury, including death, to the extent which damage, injury or death is caused by Consultant's negligent performance of the Services or to the extent caused by (a) any negligent act, omission, default or negligence of Consultant in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death is caused by Consultant's negligent execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Consultant. This indemnification includes, but is not limited to, the negligent performance of this Agreement by Consultant or any negligent act or omission of Consultant, its agents, servants, Consultants, patrons, guests or invitees in the performance of services. City reserves the right to reasonably approve legal counsel provided pursuant to this provision to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under this indemnification provision, to the extent of its indemnity obligation set forth above. To the extent considered necessary by the City, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification have been resolved,

and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

13. TERMINATION.

13.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to Consultant.

13.2 Either party shall have the right to terminate this Agreement for cause, after notice of default is provided to the defaulting party, in compliance with the notice requirements of this Agreement, and if such default is not cured after a reasonable opportunity to cure such default.

13.3 In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date, under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

13.4 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

14. NOTICE. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Consultant at the address on the first page of this Agreement, to the City, at the address on the first page of this Agreement, attention: City Administrator, with a copy to the City Attorney (which will not constitute notice), or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

15. FORCE MAJEURE. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, tropical storm, hurricanes, epidemic, acts of God, war, civil disturbances, terrorist acts, and industry supply chain delays, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by Consultant to City in writing within ten (10) business days after the start of the occurrence of such delay, and Consultant shall use best efforts to perform its obligations during such period of delay, and notify City of its abatement or cessation; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

16. NO CONFLICTS.

16.1 Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

16.2 Consultant represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

16.3 Consultant represents that it does not and will not employ, directly or indirectly, the mayor,
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members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

16.4 Consultant represents that it does not employ, directly or indirectly, any official of the City. Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.

16.5 Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.

16.6 Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any interest shall be employed or engaged by it for said Services.

16.7 Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

16.8 Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

16.9 Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Consultant intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in its opinion and the Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Consultant under this Agreement.

16.10 In the event Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

17. **LOBBYING CERTIFICATION.** Consultant certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

19. **PUBLIC RECORDS LAW.** Consultant shall comply with Chapter 119, Florida Statutes, regarding public records. Consultant shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the agreement, Consultant shall transfer, at no cost, to the City all public records in possession of Consultant or Consultant shall keep and maintain all public records. If Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. If Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Consultant, except as authorized by law and specifically authorized by City. If Consultant does not transfer the records to the public agency upon completion of the Agreement, Consultant shall ensure that exempt and confidential records are not disclosed. Failure of the Consultant to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

19. **GOVERNING LAW.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Consultant submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. **INSPECTOR GENERAL.** Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

21. **ASSIGNMENT.** This Agreement requires the personal skills and experience of Consultant and may not be assigned by Consultant. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
22. **SEVERABILITY.** In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.
23. **WAIVER.** Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.
24. **HEADINGS.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.
25. **CONTROLLING PROVISIONS.** Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP/RFQ and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP/RFQ; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.
26. **DIGITAL SIGNATURE.** The delivery by email of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Provider and the City until the City signs this Agreement. A facsimile or electronic transmission of this Contract with a signature on behalf of a party will be legal and binding on such party.
27. **ENTIRE AGREEMENT: AMENDMENT.** This Agreement, including the RFP, the Proposal, and Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. In the event of a conflict between the Proposal and this Agreement, the Agreement shall control. This Agreement may only be modified by written amendment executed by the City and Consultant.

[Signatures on the following page]

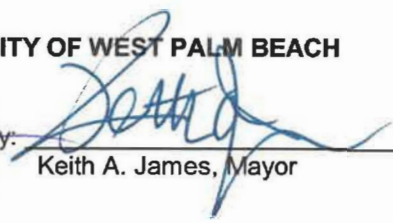
IN WITNESS WHEREOF, the parties hereto have made and executed this Consulting Agreement as of the day and year indicated below.

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: 
Print Name: Thierry Boveri
Title: Senior Vice President

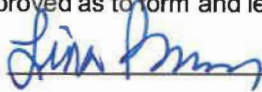
ATTEST:

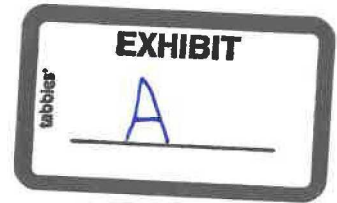
CITY OF WEST PALM BEACH

By:  By: 
Shaquita Edwards, City Clerk Keith A. James, Mayor

Date: 2-6, 2026

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: 



Utility Rate and Financial Consulting Services

RFP No. 24-25-217MK

INTENT

The City of West Palm Beach (the "City") and the City, as agent for the East Central Regional Wastewater Facilities Operation Board (the "ECR") is soliciting proposals from reliable, qualified and experienced proposers to provide water, wastewater and storm water utility rate and financial consulting services. The selected proposer (the "Firm") will be expected to provide services on an as needed basis by issuance of periodic work authorizations to provide assistance in budgeting and forecasting, rate making, management accounting assistance, financing activities assistance, financial analysis of systems, preparation of annual reports required by bond covenants, as well as other tasks as may be deemed necessary by the ECR/City.

It is important the ECR/City contract with reliable, qualified and experienced Firm. The ECR/City will check references to help determine the most desirable Firm. The ECR/City does not select a Firm on cost but will consider all factors. Cost must be calculated to accurately reflect the complete charges for each type of work.

SCOPE

The Firm will prepare proposals in support of the development of separate work authorizations to provide professional consulting services for tasks deemed necessary by the ECR/City as summarized in this section. The Firm must demonstrate the qualifications and experience providing consulting services for all tasks that may be requested by the ECR/City as described. The Firm shall provide consulting services which include but is not limited to budgeting and forecasting, utility ratemaking, management accounting, financing, rating agency and bonding assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services. Tasks may include, but not be limited to:

1. Review and redesign of the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, and fees in support of the Municipal Services as considered necessary based on cost of services and recovery principles as well as any bond covenants.
2. Compile statistics and prepare projections of the Enterprise Funds and other municipal programs in support of the tasks provided, including number of customers served or requiring the services provided by the ECR/City, usage and generation rates, service utilization statistics, and other information necessary to provide planning and rate evaluation services.
3. Project annual revenue requirements for the Enterprise Funds and Municipal Services for planning and rate evaluation services.
4. Design rates and fees for service from the Enterprise Funds and for the Municipal Services to fund the identified revenue requirements or needs of the programs being evaluated.
5. Review and design appropriate fees for other miscellaneous services as provided by the Enterprise Funds or in support of the Municipal Services as considered necessary.

6. Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of the type of service.
7. Review operations of the Enterprise Funds and of the Municipal Services to determine if additional services, charges and revenue enhancements are appropriate.
8. Perform financial sensitivity analysis on Enterprise Fund operations considering such factors as capital program implementation, regulatory changes, and other such issues that may cause a need to review financial operations.
9. Review the prevailing capital facilities (impact and development) fees and capital cost recovery programs considering the projected expansion and unused existing capacity in the facilities under consideration. Recommend new charges to recover the capital investment required to accommodate future changes and provide for future adjustments to the charges.
10. Advise (financial, not legal) the ECR/City in the development of Enterprise Funds and Municipal Services contracts, including but not limited to, rate ordinances and resolutions, wholesale and large user service agreements, solid waste disposal and collection service agreements, acquisition contracts, extension and development agreements, reuse or reclaimed water usage agreements, and inter-local agreements between the ECR/City and other public agencies. Services may involve drafting agreements, review of documents, negotiations among affected parties and performance of financial or economic analyses required for evaluation.
11. Prepare financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operational programs, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.
12. Advise (financial, not legal) the ECR/City in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, banks, and other lending agencies.
13. Travel may be required to attend project meetings.

Work Authorizations: For each assignment, a work authorization will be issued. The Firm will be requested to submit a proposal for each assignment which includes a detailed scope of work, staff assigned, job titles, and hourly rates.

Travel: All reimbursable expenses will be estimated at the time of negotiating each Work Authorization.

All requests for payment of eligible expenses and other charges for reimbursement under the terms of the Work Authorization shall include copies of paid receipts invoices or other documentation acceptable to the City.

TAB 6: FEE STRUCTURE

Fee Structure

Our billing philosophy and value commitment is centered on delivering exceptional service to the ECR/City through efficiency, responsiveness, and the quality of our work. Our deep institutional knowledge of the ECR/City—gained through years of experience—means we can work effectively with minimal ramp-up time. This has consistently allowed us to deliver under budget and limit billing to meaningful, productive work effort. While hourly rate comparisons can be misleading in isolation, we believe it's important to share how our pricing and delivery model ensures both transparency and value:

1. Top-of-License Approach

We strategically assign work to the most appropriate team members based on their expertise. Senior consultants focus on high-level strategy and complex tasks, while more routine work is handled by team members with lower billing rates. This maximizes efficiency and reduces overall project costs.

2. Value-Based Billing

We only bill for time that adds value. If our work is not substantively contributing to the quality of the final deliverable, we do not charge for it. This approach ensures alignment between our efforts and your expectations.

3. Budget-Conscious Delivery

From the outset, we collaborate with you to align scope and budget. Throughout the engagement, we manage work proactively to stay within budget, adjusting as necessary while maintaining quality and focus.

4. Responsive, Accessible Team

Our commitment extends beyond typical hours. You have direct access to our team throughout the project, with quick response times and a hands-on approach that our clients value highly.

We have successfully applied this model to other Florida counties and municipal engagements resulting in high levels of client satisfaction as evidenced by our ability to retain many of our clients over 20+ year horizons. Project team hours and expenses will be billed on the same invoice. Expenses related to travel will be billed at cost. Additional services outside the agreed-upon scope of work will be billed on a time and materials basis. Raftelis' billing rates can be found below. These rates will be in effect for calendar year 2025 and will then increase annually by 3% unless specified otherwise by contract.

POSITION	HOURLY BILLING RATE
Executive Vice President/Senior Principal	\$410
Senior Vice President	\$400
Vice President	\$370
Senior Manager	\$330
Manager	\$290
Senior Consultant	\$255
Consultant	\$230
Associate	\$190
Analyst	\$160
Administration	\$100
Technology Charge*	\$10

**Technology/Communications Charge:
This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.*

***For services related to the preparation for and participation in deposition and trials/hearings, the standard billing rates listed above will be increased by an amount up to 50 percent.*



Workshop Item #4A Proposed Ordinance Fire Suppression

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Proposed Ordinance to Require Underground or Enclosed Fire Suppression Water Storage, Sponsored by Councilor Rogers Adding Section. 27-502. Requirements for Fire Suppression Tanks.
SUBMITTED BY:	Heather Whitmore, AICP, PTP Community Development Director
DATE:	April 20, 2026
BACKGROUND:	An underground fire suppression tank (also called a fire cistern) is a dedicated reservoir used to store water for emergency firefighting. These systems are critical for properties where water supplies are insufficient for a development's need. Unlike above-ground tanks, they are buried to save surface space, maintain water temperature, and protect against environmental damage. Burying the tank or enclosing it within a building's architecture allows the property to maintain a professional or residential look without a massive steel cylinder dominating the view.
RECOMMENDATION:	Move forward for first reading at the May 4, 2026 Regular Council meeting
ATTACHMENT:	1. Exhibit A – New Section 27-502

Exhibit A

PART II - CODE OF ORDINANCES
Chapter 27 - UNIFIED LAND DEVELOPMENT REGULATIONS
ARTICLE XI. UTILITIES

ARTICLE XI. UTILITIES

Sec. 27-491. Reserved.

Sec. 27-492. Generally.

This article establishes the standards and requirements for the provision of utilities including electricity, telephone, water, sewer, illumination, and fire hydrants.

(Ord. No. 91-1-5, § 2, 5-6-91)

Sec. 27-493. Applicability.

Utilities are required for all developments as provided for herein.

(Ord. No. 91-1-5, § 2, 5-6-91)

Sec. 27-494. Improvements constructed at expense of developer.

All necessary utilities shall be provided at the expense of the developer in conformance with this article. The developer may elect to request advertising for and receipt of contractor's proposals for construction of minimum improvements by the city, and the award and administration of construction contracts. The developer shall deposit with the city the entire cost of such improvements before the award of contracts. The developer shall have all engineering and design performed at his expense before advertising for bids.

(Ord. No. 91-1-5, § 2, 5-6-91)

Sec. 27-495. Requirements for electricity.

Every principal use and every lot within a subdivision shall have available to it a source of electric power adequate to accommodate the reasonable needs of such use and every lot within such subdivision.

(Ord. No. 91-1-5, § 2, 5-6-91)

Sec. 27-496. Requirements for telephone.

Every principal use and every lot within a subdivision shall have available to it a telephone service cable adequate to accommodate the reasonable needs of such use and every lot within such subdivision.

(Ord. No. 91-1-5, § 2, 5-6-91)

Sec. 27-497. Requirements for potable water.

- (a) *Central potable water required.* Every principal use and every lot within a subdivision shall have central potable water.
- (b) *Water to be tested.* No subdivision lot shall be sold, nor buildings connected to the water system until the water system has been sterilized, tested, inspected, approved, accepted and connected to the municipal system. Bacteriological test results shall be acceptable to the state board of health. The system shall withstand a static test of twice the design pressure with a maximum leakage of four (4) gallons per inch of diameter per pound of test pressure per mile per day.
- (c) *Design of system.* The system shall be designed to deliver an instantaneous demand at forty-five (45) pounds per square inch to the farthest connection, based on line losses in quantity and pressure delivered at the maximum hour of design from the connection to the city main. Population shall be calculated at the rate of two (2) persons per bedroom, but in no case less than ten (10) persons per acre, in residential developments.
- (d) *Mains.* No water supply mains shall be constructed less than four (4) inches in diameter. Distribution mains through the subdivision shall be no smaller than the sizes stipulated in the city master water distribution plan. The city will reimburse the developer the difference in cost between six-inch mains and any larger diameter as required by the master plan, based on a pro rata share of the area developed to the area ultimately served by the main.
- (e) *Fire protection.* The system shall be designed to supply the necessary fire demand in quantity and pressure with fire hydrant construction spaced as stipulated for the classification assigned to the city by the National Protection Association.

(Ord. No. 91-1-5, § 2, 5-6-91)

Sec. 27-498. Requirements for sanitary sewer.

- (a) *Central sanitary sewer required.* Every principal use and every lot within a subdivision shall have central sanitary sewer.
- (b) *Approval, connection to municipal system.* No subdivision lot shall be sold, nor buildings connected to sanitary sewer until the sanitary sewer has been inspected, approved, accepted and connected to the municipal system. The system shall not exceed a rate of two thousand five hundred (2,500) gallons per mile per day of infiltration or exfiltration.
- (c) *Size requirement.* Sanitary sewers shall be eight (8) inches minimum unless a larger size is stipulated by the city sewerage plan. Sewers, lift stations and force mains, including maximum and minimum grades, capacities and velocities, shall be designed to accommodate a peak flow of twice the average daily flow stipulated by the sewerage guide of the state board of health. In residential developments population shall be based on the rate of two (2) persons per bedroom, but no less than ten (10) persons per acre.
- (d) *Pumping facilities.* Where the sewerage cannot be connected to the municipal system by gravity flow, a lift station with connecting force main must be constructed by the developer. If the city requires the developer to construct a lift station with a greater capacity than that required by the development, the city will reimburse the developer for a pro rata share of the cost of the lift station based on the ratio of area developed to the area ultimately served by the station. Where a lift station has been previously constructed, the developer shall reimburse the city, at the same ratio, for the cost of the same before connection.
- (e) *Private treatment facilities.* Use of existing on-site wastewater treatment systems may remain in service until such time as central sewer is available within five hundred (500) feet of the property boundary, service is requested by the residents, or septic tank failures become known and identified. Such connection, when necessary, shall be made at the expense of the owner.

(Ord. No. 91-1-5, § 2, 5-6-91)

Sec. 27-499. Requirements for illumination.

All roads, driveways, sidewalks, bikeways, parking lots and other common areas and facilities in developments shall provide sufficient illumination to ensure the security of property of persons using such roads, driveways, sidewalks, bikeways, parking lots and other common areas.

(Ord. No. 91-1-5, § 2, 5-6-91)

Sec. 27-500. Placement of utilities underground.

- (a) *Generally.* The following utilities shall be placed underground within easements or dedicated rights-of-way and installed in accordance with this Code:
 - (1) All electric, telephone, cable television, and other communication lines (exclusive of transformers or enclosures containing electrical equipment including but not limited to, switches, meters, or capacitors which may be pad mounted);
 - (2) Gas distribution lines;
 - (3) Potable water distribution lines; and
 - (4) Sanitary sewer collection lines.
- (b) *Abutting lots where overhead lines exist.* Lots abutting existing easements or public rights-of-way where overhead electric, telephone, or cable television distribution supply lines and service connections have previously been installed may be supplied with such services from the utilities' overhead facilities provided the service connection to the site or lot are placed underground.
- (c) *Screening required.* Screening of any utility apparatus placed above ground shall be required as a condition of plan approval.
- (d) *Minimum depth of underground utility placement.* Underground utilities shall be placed beneath the surface level of the ground at a depth of not less than eighteen (18) inches. In cases where, this minimum depth cannot, as a practical matter, be met, it shall be necessary for the building inspector to issue written authorization for such deviation. This authorization shall be freely given where conditions so warrant.
- (e) *Provision of easements/rights-of-way.* Easements or rights-of-way of at least five (5) feet in width shall be provided, shown on the plat and dedicated.
- (f) *Underground control.* All underground utilities, except telephone lines, shall utilize the Allen System of underground control or similar or equivalent system of marking, and shallow buried identifying tapes to prevent dig-in damage to the underground lines shall be placed at least six (6) inches under the surface of the ground and directly over a utility line installation so as to protect such lines and assure safety to workers and the public. The location of new buried telephone lines shall continue to be marked as appropriate, using concrete upright or flush-type markers or by the use of visible warning decals placed on above ground enclosures; taking into account pedestrian and automobile traffic in the selection of the marker to be used.

(Ord. No. 91-1-5, § 2, 5-6-91)

Sec. 27-501. Utility easements.

When a developer installs or causes the installation of water, sewer, electrical power, telephone, or cable television facilities and intends that such facilities shall be owned, operated, or maintained by a public utility or any

entity other than the developer, the developer shall transfer to such utility or entity the necessary ownership or easement rights to enable the utility or entity to operate and maintain such facilities.

(Ord. No. 91-1-5, § 2, 5-6-91)

Secs. 27-502. Requirements for Fire Suppression Tanks.

Fire suppression water storage tanks or cisterns required for development shall be installed underground or fully enclosed within a permitted structure. Unenclosed above-ground tanks are prohibited. Enclosed tanks shall be located within a building designed to meet applicable building, fire, and structural code requirements, and shall not be visible from adjoining properties or public right-of-way.

Secs. 27-502—27-510. Reserved.



Workshop Item 6A Dancin' in the Street

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Dancin' in the Street Annual Event
SUBMITTED BY:	Cheryl Bäck, Asst. to the City Manager
DATE:	04/20/2026
BACKGROUND:	This item seeks approval by Council for the 2026 Dancin' in the Street Town Center event which will involve the closure of City streets and a one-day waiver of the City's open container ordinance. The event will be held on Saturday, May 16, 2026, from 11:00 am until 9:30 pm. Pete's Bar and The Local will be participating in this year's event and will obtain Extension of Premises permits for outdoor alcohol sales. The attached conditional approval letter has been carefully drafted with extensive input from the Neptune Beach Police Department regarding security stipulations.
BUDGET:	N/A
RECOMMENDATION:	To approve the annual event as stipulated by the City Manager's conditional approval letter.
ATTACHMENT:	Attached is the draft conditional approval letter for the 2026 Dancin' in the Street event. Supplemental documentation includes participant Special Events Applications, signed Hold Harmless Agreements and event site maps.

May 5, 2026

Ms. Patsy Bishop
Town Center Agency, Inc.
109 First Street
Neptune Beach, FL 32266

Mr. Ted Stein
The Local
301 Atlantic Blvd.
Neptune Beach, FL 32266

Mr. Robert Tilka
Pete's Bar
117 First Street
Neptune Beach, FL 32266

Dear Ms. Bishop, Messrs. Stein and Tilka:

Thank you for seeking permission to conduct the annual Dancin' in the Street event on Saturday, May 16, 2026, from 11:00 am to 9:30 pm. I understand your request includes closing the streets that perimeter the Beaches Town Center on May 16th from 5:00 am to 11:00 pm. These streets include Atlantic Blvd. from Second Street to the roundabout and First Street from Atlantic Blvd. to Orange Street (see attached site map). Additionally, you are asking for the closure of the 100 block of Atlantic Blvd. from May 15th to May 17th at Noon for stage setup and breakdown, as well as portalet and tent deliveries.

Further, as requested, the Beaches Town Center Agency may use the Neptune Beach City Hall Chambers on May 16th for banking purposes. Alcohol is strictly prohibited within the City Hall building and may not be consumed on the premises.

Lastly, your request also includes waiving the open container ordinance for the day to allow alcohol sales by the Beaches Town Center Agency, Inc. within the event's boundaries. Participating establishments, The Local, 301 Atlantic Blvd, Neptune Beach, and Pete's Bar, 117 First Street, Neptune Beach, must secure temporary extension of premises permits from the ABT Licensing District Office to allow for outdoor alcohol sales.

By way of this letter, the City of Neptune Beach is conditionally granting permission for this event. Conditions are as follows:

- 1) Must meet and adhere to all rules established by the City Manager's Office of the City of Neptune Beach
- 2) **Proof of liability for at least \$1 million, naming the City of Neptune Beach as additional insured, must be provided no later than 72 hours prior to the event**
- 3) A contact name and number of a person in a position of responsibility must be provided for the event (*on file*).

- 4) Must adhere to all laws and ordinances pertaining to the City of Neptune Beach, the State of Florida, and the Federal Government, except the open container ordinance within the festival perimeter.
- 5) Noise, such as microphones, bullhorns, amplified music, etc., must be kept to a minimal level and shall not be used before 9:00 am or after 9:30 pm.
- 6) Participants are prohibited from bringing coolers, backpacks, or alcoholic beverages into the event area.
- 7) Signage must be posted notating prohibited items that are visible before entry points and in the outer Town Center vicinity.
- 8) The event perimeter shall be secured utilizing break-away/crowd control fencing.
- 9) Bicycle racks must be provided on 1st Street between Cherry Street and Orange Street. (Bike Rack Fencing)
- 10) No bicycles, skateboards, or pets/animals are permitted within the event perimeter.
- 11) The Beaches Town Center Agency must hire up to TWENTY-FOUR (24) Off-Duty Police Officers at \$85.00 per hour.
- 12) Beaches Town Center Staff must be actively available from the time of street closures until the streets reopen and all personnel have been compensated as agreed. The Town Center Agency must provide a volunteer or staff member at each entrance gate.
- 13) The Beaches Town Center Agency must hire at least FOUR (4) off-duty Florida-licensed paramedics. In addition to standard medical equipment, paramedics must be equipped with JFRD med coms and AEDs.
- 14) The Beaches Town Center Agency must provide traffic control devices determined necessary to close streets and control area traffic, inclusive of the following:
 - i. Cones
 - ii. Local Traffic Signs
 - iii. Road Closed signs
 - iv. Bike Racks
 - v. Break-away perimeter fencing
 - vi. Parking Areas security policy signage
- 15) The Beaches Town Center Agency must coordinate with partner businesses to use colored armbands consistent with those being used at the event's points of sale for alcoholic beverages
- 16) The Beaches Town Center Agency must contract with a State of Florida-licensed security company to provide a minimum of two (2) uniformed security officers at each entry/exit gate. A security company representative must complete a venue walk-through with the police department one week prior to the event.
- 17) The Security Officer's duties shall include, but are not limited to:
 - i. Access Control at all entry gates- Bag Searches
 - ii. Must have a "Metal Detection Wand" at each access gate for mandatory searches of all patrons entering the event
 - iii. I.D. checks for over 21 at token/wristband locations.
 - iv. Security Officers must be equipped with a 2-way radio.

- 18) The Beaches Town Center Agency shall provide staff to regularly bag and remove debris and refuse during the event. The Beaches Town Center Agency shall also be required to provide trash bags and temporary trash receptacles placed throughout the venue.
- 19) The Promoter must hire two (2) off-duty Neptune Beach Public Works employees to assist with the setup and breakdown of traffic control devices and removal of trash from the venue at a rate of \$75.00 per hour
- 20) Beaches Town Center vendors, volunteers, and event staff shall not consume alcoholic beverages during the event.
- 21) Event vendors, participating businesses, and the Beaches Town Center Agency must adhere to the following event fire code requirements:
 - a. Generators and other internal combustion power sources shall be separated from temporary membrane structures and tents by a minimum of 5 feet and shall be protected from contact by fencing, enclosure, or other approved means.
 - b. Fuel tanks shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when not in use.
 - c. A minimum of one portable fire extinguisher with a rating of not less than 2-A:10-B: C shall be provided. (BORA requires a 40-B: C extinguisher, see below)
 - d. All tent fabric shall meet the flame propagation performance criteria contained in Test Method 2 of NFPA 701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.
 - e. Adjacent tents shall be spaced to provide an area to be used as a means of emergency egress.
 - f. Smoking shall not be permitted in any tent unless approved by the authority having jurisdiction.
 - g. Mobile or temporary cooking operations shall be separated from buildings or structures, combustible materials, vehicles, and other cooking operations by a minimum of 10 ft.
 - h. Mobile or temporary cooking shall not take place within tents occupied by the public.
 - i. Seating for the public shall not be located within any mobile or temporary cooking vehicle.
 - j. Mobile or temporary cooking operations shall not block fire department access roads, fire lanes, fire hydrants, or other fire protection devices and equipment.
- 22) Areas used must be free of debris when the event is completed.
- 23) No mechanical, motorized, or electric fair/carnival rides are permitted.
- 24) The use of THREE (3) stages shall be used only at designated areas:
 - i. **100 blk of Lemon Street, Southside of the roadway 20'x16'**
 - ii. **"The Local" Parking Lot/301 Atlantic Blvd 20'x16'**
 - iii. **Atlantic Blvd Endzone 38'x16'**

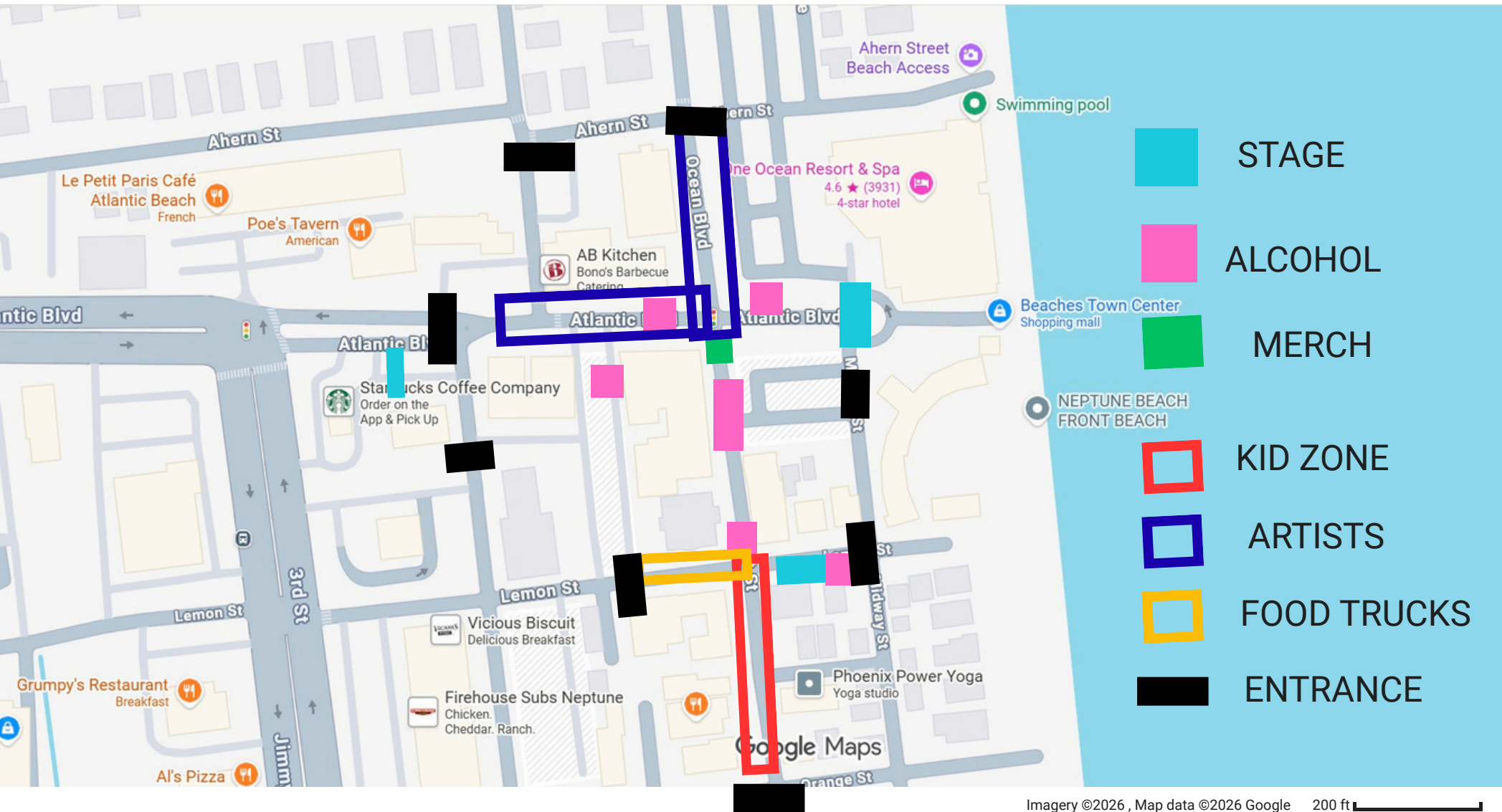
- 25) The City assumes no liability for any accident or injury that may occur during the event, and your organization will hold the City harmless should any occur.
- 26) Failure to abide by any of the conditions set forth could result in the event being shut down at any time.

Please let me know if you have any questions or need further information regarding these stipulations.

Sincerely,

Richard J. Pike
City Manager

cc: Michael J. Key, Jr., Chief of Police, Neptune Beach Police Department
Liam Toal, Commander, Neptune Beach Police Department
Gary Stucki, Commander, Neptune Beach Police Department
Dustin Kamppi, Sergeant, Neptune Beach Police Department
Heather Whitmore, Community Development Director, City of Neptune Beach
Deryle Calhoun, Public Works Director, City of Neptune Beach





Food Truck/Mobile Vendor/Special Events Application

Please attach the following information with your application (subject to change):

- Site Plan showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- Proof of liability insurance covering at least \$1,000,000
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- Hold Harmless Agreement for Special Events

Applicant Name: Beaches Town Center Agency, Inc	Applicant Phone Number: 904-485-0188
Applicant Address: 109 First St, NB FI 32266	Applicant Email: bishopbeach@yahoo.com
Property Owner:	Property Owner Phone Number:
Property Owner Address:	
City:	State/Zip:
Property Owner Email:	
Description of Event: Fundraiser with Music, Artists, Food Trucks and Kid Zone	
Address of Event: CBD of Neptune/Atlantic	Date(s) of Event: May 16, 2026
Event Time(s): 11 am to 9:30 pm	Event Sponsor Name (if different from property owner) and Contact Person: Beaches Town Center Agency, Inc
Event Sponsor Address:	
Event Sponsor Email:	

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)

Patsy Bishop
Signature of Applicant

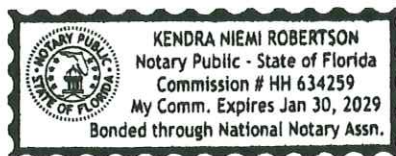
4/7/2026
Date

Signature of Property Owner

Date

State of Florida
County of Duval

(Notary Seal)



Subscribed and sworn to before me on this 7 day of April, 2026
by Patsy Bishop who is personally known to me

or has presented _____, as identification.

Kendra Niemi Robertson
Notary Public

Official Use Only	
☐ APPROVED w/ CONDITIONS:	
☐ DENIED:	
Signature:	Date:



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasors"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasors shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasors shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasors shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasors. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Patsy Bishop

Contact Phone Numbers:

CELL 904-485-0188 WORK _____

Signature of Applicant

Date

Patsy Bishop
4/7/2026



Food Truck/Mobile Vendor/Special Events Application

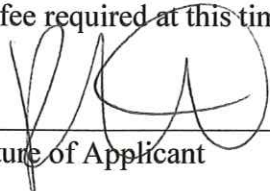
Please attach the following information with your application (subject to change):

- Site Plan showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- Proof of liability insurance covering at least \$1,000,000
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- Hold Harmless Agreement for Special Events

Applicant Name: BOB TIILKA	Applicant Phone Number: 904-465-5280
Applicant Address: JAX FL 3946 Bra St. S. #373 32250	Applicant Email: sevrstakad@gmail.com rcfilka@gmail.com
Property Owner: BOB TIILKA	Property Owner Phone Number: 904-465-5280
Property Owner Address: 3946 Bra St. S. #373	
City: JAX	State/Zip: FL 32250
Property Owner Email: rcfilka@gmail.com	
Description of Event: DANCIN' IN the Streets	
Address of Event: 117 First St NEPTUNE BEACH	Date(s) of Event: 5/16/20
Event Time(s): 9am-10pm	Event Sponsor Name (if different from property owner) and Contact Person: BTC Patsy Bishop
Event Sponsor Address: Bishopbeach@yahoo.com	
Event Sponsor Email:	

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)



Signature of Applicant

4/6/20

Date

Signature of Property Owner

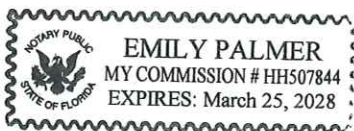
Date

State of Florida
County of Duval

(Notary Seal)

Subscribed and sworn to before me on this 6 day of April, 2020
by Robert Tika who is personally known to me

or has presented _____, as identification.





Notary Public

Official Use Only

☐ APPROVED w/ CONDITIONS:

☐ DENIED:

Signature:

Date:



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasors"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasors shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasors shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
5. Releasors shall defend, to the fullest extent permitted by law, any action, claim, proceeding, or any other assertion against the Releasees arising from or in any way related to the Event, by and through attorneys and other professionals at commercially reasonable rates selected by the Releasees and reasonably satisfactory to the Releasors. This duty to defend is separate and independent of any indemnity provided above. The duty to defend includes claims for which any of the Releasees may be liable without fault or may be strictly liable. Such duty to defend applies immediately, regardless of whether any of the Releasees have paid any sums or incurred any

detriment arising out of or relating, directly or indirectly, to any claims covered by this duty. It is the express intention of Releasors that the Releasees shall be entitled to obtain summary adjudication regarding the duty to defend at any assertion of any claim covered by this section. Notwithstanding the foregoing, any of the Releasees may, in their sole and absolute discretion and at their own cost, engage their own attorneys and other professionals to defend or assist them. Such duty to defend shall apply before, during, and after the Event, and through the expiration of the statute of limitations for all claims. Such duties shall apply to and through all appeals. Notwithstanding the foregoing or anything else to the contrary stated herein, in the event Releasors pay or reimburse any amounts pursuant to this section, such amount shall be credited against indemnification to ensure that such indemnification costs are not reimbursed twice.

6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
7. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
8. The Releasor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Releasor or attendees at the Event without providing liability insurance in the amount of \$1,000,000 and paying for the required police department officials to be present at the event to ensure proper safety and enforcement of alcoholic beverages.
9. Nothing in this document shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the City.
10. The City may cancel this Agreement upon providing the applicant seven (7) days written notice.

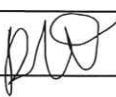
I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) Robert Tilka

Contact Phone Numbers:

CELL 904-465-5280

WORK _____

Signature of Applicant 

Date 4/8/26



Food Truck/Mobile Vendor/Special Events Application

Please attach the following information with your application (subject to change):

- Site Plan showing location of the event and any food trucks, mobile vendors, tents, canopies, or temporary structures
- Traffic and/or parking plan
- Proof of liability insurance covering at least \$1,000,000
 - (REQUIRED FOR FOOD TRUCKS, MOBILE VENDORS, ATHLETIC EVENTS, AND EVENTS SERVING ALCOHOL)
- Proof of Duval County Health Department inspection
 - (FOOD TRUCKS ONLY)
- Attach valid Neptune Beach Business Tax Receipt
 - (FOOD TRUCKS AND MOBILE VENDORS ONLY)
- Hold Harmless Agreement for Special Events

Applicant Name: <i>Martin Edward Stern</i>	Applicant Phone Number: <i>904-510-6016</i>
Applicant Address: <i>10550 Deerwood Park Blvd Jacksonville</i>	Applicant Email: <i>bncrcell@roostcg.com</i>
Property Owner: <i>Martin Edward Stern</i>	Property Owner Phone Number: <i>904-510-6016</i>
Property Owner Address: <i>10550 Deerwood Park Blvd Jacksonville FL</i>	
City: <i>Jacksonville</i>	State/Zip: <i>FL 32256</i>
Property Owner Email: <i>bncrcell@roostcg.com</i>	
Description of Event: <i>Dancing in the streets. we are having a stage and bar</i>	
Address of Event: <i>301 N Atlantic Blvd Neptune Beach FL 32266</i>	Date(s) of Event: <i>5/16/26</i>
Event Time(s): <i>9am - 10pm</i>	Event Sponsor Name (if different from property owner) and Contact Person: <i>BTC</i>
Event Sponsor Address: <i>o Atlantic Blvd Neptune Beach FL 32266</i>	
Event Sponsor Email: <i>Kendra.robertson@gmail.com</i>	

By signing below, I agree to supply the above required documents and comply with all provisions of the City's Land Development Code. Should I not comply with any provisions of the Land Development Code or conditions of the approval for this permit, I understand that the City reserves the right to revoke my business tax receipt, contact the Department of Business and Professional Regulation to revoke any alcohol licenses, or revoke any agreements, leases, or other legal instruments in which the property has an interest.

**No fee required at this time (subject to change)

Signature of Applicant

Date

Signature of Property Owner

Date

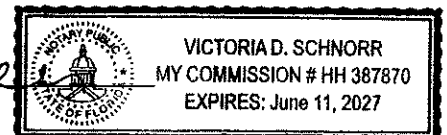
State of Florida
County of Duval

(Notary Seal)

Subscribed and sworn to before me on this 9th day of April, 2026
by Martin E. Stein, II who is personally known to me

or has presented _____, as identification.

Victoria D. Schnorr
Notary Public



Official Use Only

☐ APPROVED w/ CONDITIONS:

☐ DENIED:

Signature:

Date:



Hold Harmless Agreement for Special Events

In consideration for the City of Neptune Beach (the "City") issuing a permit to conduct a special event and its related activities (the "Event"), I, the undersigned agree to and acknowledge the following terms and conditions:

1. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, release, waive, discharge, and covenant not to pursue legal action against the City, its volunteers, employees, elected officials, agents, attorneys, insurance carriers, subsidiaries and affiliates (collectively, "Releasees") from any and all liabilities to the undersigned and for any and all claims, demands, losses, bodily injuries or death of any persons, costs, or expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted from the presence, activities, events, omissions of any nature whatsoever of the applicant, the property owner, and the attendees, whether invited or uninvited on the dates provided in the application form or any action alleged to have been caused in whole or part by the negligence or intentional misconduct or omission of the City, or any other party (public or private).
2. I, on my behalf and on behalf of the property owner as provided through the attached agent affidavit form, and any and all parties who utilize the area designated in the application for the Event permit (the "Designated Area") for the purposes of the Event (collectively, the "Releasers"), releases, acquits and forever discharges the Releasees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasers now have or may ever have against the Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasers or the property of the Releasers occurring on, at or about the Designated Area and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasers are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.
3. Notwithstanding that the Releasers shall have full responsibility for the conduct and management of the Event in a safe, lawful, and non-disruptive manner, all Event attendees shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event. The lessor, by signing below understands that the city may terminate the event at any time and for any reasons related to the health, safety, and welfare of its citizens.
4. Separate and independent of the duty to defend provided in the following paragraph, to the fullest extent permitted by law, Releasers shall indemnify and hold harmless the Releasees from any and all claims arising from or related to the Event (including reasonable attorneys' fees and costs, regardless of whether a defense is provided as required by the duty to defend described above). Notwithstanding, such indemnity shall not apply to damages caused by the negligent acts or omissions or willful, wanton, or intentional misconduct of such indemnified parties. Such obligation of indemnification shall apply up to, during, and after the Event. Such duties shall apply to and through all appeals. Nothing in this paragraph shall be construed to limit the remedies available to the Releasees.
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6. If any term, covenant, condition, or provision of this document, or the application of this document to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this document, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this document shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.
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I HAVE READ THE ABOVE WAIVER AND RELEASE; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ACCRUING TO THE PROPERTY OWNER AND MYSELF, AND MY SIGNATURE IS VOLUNTARY.

Applicant Name (Print) _____

Mr. M. Stein

Contact Phone Numbers:

CELL

904-512-6016

WORK

904-372-9791

Signature of Applicant _____

Date

4/5/20