

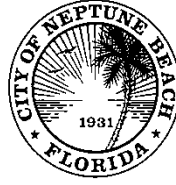


AGENDA
Regular City Council Meeting
Monday, June 1, 2026, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. APPROVAL OF MINUTES
 - A. May 4, 2026, Regular City Council Meeting
May 18, 2026, Special City Council Meeting
May 18, 2026, Workshop City Council Meeting
May 18, 2026, Town Hall Meeting p. 2
4. COMMENTS FROM THE PUBLIC
5. CITY MANAGER REPORT p. 13.1
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
 - A. ORDINANCE NO. 2026-06, FIRST READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Amending the Code of Ordinances, Section 18-3, Special Events, Article I, Chapter 18, Streets, Sidewalks and Other Public Places; Providing Codification, Conflicts, Severability, and Providing an Effective Date p. 14
9. OLD BUSINESS
 - A. Consideration to Approve Stantec Consulting Services, Inc. Proposal for Utility Rate Study p. 20
10. NEW BUSINESS
 - A. Consideration to Approve Sidewalk Replacement – 400 and 500 Blocks of Myra and Margaret p. 47
 - B. Consideration to Approve 2026 Cybersecurity Maintenance -Public Works p. 80
11. COUNCIL COMMENTS
12. ADJOURN

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

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



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, MAY 4, 2026, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, May 4, 2026, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266

IN ATTENDANCE:

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

STAFF:

City Manager Richard Pike
 City Attorney Paul Waters
 Police Commander Gary Stucki
 Senior Accountant Michael Owens
 Public Works Director Deryle Calhoun
 Community Development Director Heather Whitmore
 Parks and Sustainability Director Colin Moore
 Project Manager Blake West
 City Clerk Catherine Ponson

Call to Order/Roll
 Call

Mayor Bylund provided the invocation, led the Pledge of Allegiance, and called the meeting to order.

APPROVAL OF MINUTES

Minutes

Made by Horvath, seconded by Livingston.

MOTION: TO APPROVE THE FOLLOWING:

April 6, 2026, Regular City Council Meeting
April 20, 2026, Special City Council Meeting
April 20, 2026, Workshop City Council Meeting
April 20, 2026, Town Hall Meeting

Roll Call Vote:

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

MOTION CARRIED

CITY MANAGER REPORT

Community
 Development

Community Development Director Heather Whitmore reminded everyone that hurricane season is starting soon. She is initializing the Clean and Safe Campaign. The campaign encourages keeping yards clear of debris and removing loose outdoor items that could become a safety hazard.

Ms. Whitmore also reported that residents who live in a floodplain would be getting notified of the need for an Elevation Certificate to be issued a building permit. The certificate provides essential information relative to the BFE (Base Flood Elevation).

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

CONSENT AGENDA

Consent Agenda Water Plant High Service Pump Replacements.

Stormwater Improvements on Myra, Margaret and South Streets – Change Order 2 for Asphalt Milling and Additional Paving.

Stormwater Improvements on Myra, Margaret and South Streets – Change Order 3 for Water Main Conflict Resolution.

Dancin' in the Streets Event - Final Approval.

Public Comments Mayor Bylund opened the floor for public comments. No members of the public wished to speak.

Made by Livingston, seconded by Messinger.

MOTION: TO APPROVE THE CONSENT AGENDA

Roll Call Vote:

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

MOTION CARRIED

VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS

V26-03, Fifth Third Bank, 626 Atlantic Blvd **V26-03:** Application for variance as outlined in Chapter 27 Article III Division 8 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests a variance from table 27-239 C-3 frontage buildout to permit a 30% building frontage in lieu of the required 70% building frontage. The property is in the C-3 Zoning District.

SE26-01, Fifth Third Bank, 626 Atlantic Blvd **SE26-01:** Application for art project as outlined in Chapter 27 Article XV Section 27-596 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests approval for mural. The property is in the C-3 zoning district.

DP26-04, Fifth Third Bank, 626 Atlantic Blvd **DP26-04:** Application for Development Plan as outlined in Chapter 27 Article III Division 2 of the Unified Land Development Code of Neptune Beach for Fifth Third Bank/BDG Architects for the property currently known 626 Atlantic Blvd (RE# 172398-0100). The applicant requests to establish a 1,978 square foot bank The property is in the C-3 zoning district.

Ex Parte Communications and Oath City Attorney Paul Waters explained that the three agenda items would be presented as one item but would require three separate votes. He reminded Council that the items are all quasi-judicial hearings which means the decisions must be made based on competent substantial evidence. He reported are also other formalities that are required, including ex

parte communications and swearing in of speakers. Mr. Waters asked for any ex parte disclosures.

Councilor Horvath reported he had spoken with Fifth Third Bank's representation.

Councilor Rogers stated he had spoken with the applicant and the architect.

Mayor Bylund disclosed there was email communication.

Vice Mayor Livingston reported she had not spoken with anyone.

Councilor Messinger stated there had been email with the applicant and he had conversations with City staff.

City Clerk Catherine Ponson administered the oath to individuals providing testimony.

Staff Presentation

Ms. Whitmore explained this is a request for three items, which are V26-03, SE26-01 and DP26-04. The applicant requests a development plan approval to permit a bank building with associated parking and drive-thru landscaping. The property is zoned Commercial 3, or C3 Zoning, and has a Commercial-II comprehensive plan future land use designation. The Community Development Board unanimously approved all requests on April 8, 2026.

Ms. Whitmore reported that the proposal is a one-story bank with a drive-thru and enhanced landscaping. It was previously a Kentucky Fried Chicken. The applicant requests a variance from Table 27-239 C-3 Primary Street Frontage Buildout to permit the construction of a +/- 30-foot wide office building in lieu of the required 70-foot building width. The proposed building is approximately 30 feet wide and 60 feet deep. The applicant requests approval of associated special exception SE26-01 for a mural in accordance with Section 27-596 Art Project, to allow an original Ernesto Maranje mural on the southern and west exterior walls.

Ms. Whitmore stated that the Community Development Board unanimously approved all requests at the April 8, 2026, meeting.

V26-03

Made by Messinger, seconded by Horvath.

MOTION: **TO APPROVE V26-03**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

SE26-01

Made by Messinger, seconded by Livingston.

MOTION: **TO APPROVE SE26-01**

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

Made by Messinger, seconded by Livingston

DP26-04

MOTION: TO APPROVE DP26-04

Roll Call Vote:

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

Noes: 0

MOTION CARRIED**ORDINANCES**Ord. No. 2026-04,
Easements

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).

Public Hearing

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

Made by Messinger, seconded by Horvath.

MOTION: TO ADOPT ORDINANCE NO. 2026-04 AT SECOND READ

Roll Call Vote:

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

Noes: 0

MOTION CARRIEDOrd. No. 2026-05,
Amends FY26
Budget

Ordinance No. 2026-05, Second 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

Public Comment

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

Made by Messinger, seconded by Rogers.

MOTION: TO APPROVE ORDINANCE NO. 2026-05 AT FIRST READ

Roll Call Vote:

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

Noes: 0

MOTION CARRIED

City Property Value
Estimate Discussion

City Property Value Estimate Discussion. Councilor Rogers reported he reached out to three different commercial brokers for the value of the City Hall and Police Department properties. He expressed there was a big spread between the three brokers. The average projected offer for both properties was between \$12,350,000 at the high end and \$6,750,000 at the low end. He stated that some of the challenges that the brokers faced were the comparable sales. He added that this gives a baseline to see if moving is feasible.

Mayor Bylund indicated this is no secret that she has discussed this before and we do need to explore options. There would be challenges as far as where to relocate. City Hall and the Police Department should not be separated. There is not much space to accommodate what is needed.

Councilor Horvath stated that \$12 million dollar price is unrealistic. The dental office nearby that was sold offers more parking, which makes it more valuable.

Councilor Messinger agreed with Councilor Horvath regarding the higher price. He also stated he shared the concerns about the relocation. Relocating would have to be worthwhile. The City would want to build a structure that is in place for the long haul. He is not opposed to exploring it more.

Vice Mayor Livingston remarked that seeing the numbers makes her now question how would this be done. She added that if the City is going to move forward with this, we need to be smart and take the time. She does not want to put money towards this until there are more viable options.

Mayor Bylund commented that currently in City Hall, employees have offices in storage rooms and there is not adequate parking for people to attend Council meetings. She added that a change is needed. She does not want to hire consultant at this point. The conversation needs to continue by exploring potential sites.

COUNCIL COMMENTS

Mayor Bylund announced she would be out of town for the next meeting on May 18, 2026. Councilor Rogers stated he would possibly be unable to attend. Vice Mayor Livingston, Councilor Messinger and Councilor Horvath would be in attendance so the May 18, 2026, meeting will stay on schedule.

Adjournment

There being no further business, Mayor Bylund adjourned the meeting at 6:36 p.m.

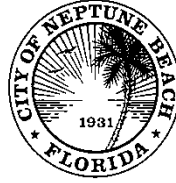
Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

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



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, MAY 18, 2026, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held Monday, May 18, 2026, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:	IN ATTENDANCE: Mayor Cori Bylund (<i>absent</i>) Vice Mayor Nia Livingston Councilor Tim Horvath Councilor Josh Messinger Councilor Brent Rogers (<i>absent</i>)	STAFF: City Manager Richard Pike City Attorney Paul Waters Chief of Police Michael Key Public Works Director Deryle Calhoun Community Development Director Heather Whitmore Parks and Sustainability Director Colin Moore Project Manager Blake West City Clerk Catherine Ponson
-------------	--	---

Call to Order/Roll Call/Pledge: Vice Mayor Livingston called the Special Meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

NFUCG MOA: Northeast Florida Utility Coordinating Group (NFUCG) Memorandum of Agreement (MOA). City Manager Richard Pike explained that this Memorandum of Agreement (MOA) has been in place since 2011 and requires renewal. This provides an opportunity for Neptune Beach to collaborate with other surrounding entities to evaluate regional long-term sustainability of groundwater resources to meet future public water supply needs relative to the St. Johns River Water Management District and Suwanee River Water Management District.

Made by Horvath, seconded by Messinger.

MOTION: **TO APPROVE THE NORTHEAST FLORIDA UTILITY COORDINATING GROUP MEMORANDUM OF UNDERSTANDING**

Roll Call Vote:
 Ayes: 3-Horvath, Messinger, and Livingston.
 Noes: 0

MOTION CARRIED

Impact Fee Study: Impact Fee Study Request for Proposals 2026-01 (RFP) Recommendation. Community Development Director Heather Whitmore stated that RFP 2026-01 had been issued and six responses were received. Based on the scoring, more information is being requested from

some of the consultants who submitted. She indicated that Council would need to break the cone of silence in order to gather more information.

Discussion included securing Florida-experienced impact fee specialists, amount of staff time required, the requirement for the study and commercial impact fee opportunities given local building activity.

City Attorney Paul Waters informed Council that during the procurement process, there is silence between the bidders and the City. There is a "cone of silence" so no one has an unfair advantage. Council could vote to lift the cone of silence in order to communicate

Made by Messinger, seconded by Horvath.

MOTION: **TO REMOVE THE CONE OF SILENCE AND INSTRUCT STAFF TO BEGIN NEGOTIATIONS WITH THE BIDDERS WITH RAFTELIS AS THE PRIORITY**

Roll Call Vote:

Ayes: 3-Messinger, Horvath, and Livingston.

Noes: 0

MOTION CARRIED

Adjournment There being no further business, the Special Meeting adjourned at 6:17 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

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



MINUTES
WORKSHOP CITY COUNCIL MEETING
MONDAY, MAY 18, 2026, 6:17 P.M.
IMMEDIATELY FOLLOWING SPECIAL MEETING
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, May 18, 2026, at 6:17 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

IN ATTENDANCE:

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

STAFF:

City Manager Richard Pike
 City Attorney Paul Waters
 Police Commander Gary Stucki
 Senior Accountant Michael Owens
 Public Works Director Deryle Calhoun
 Community Development Director Heather Whitmore
 Parks and Sustainability Director Colin Moore
 Project Manager Blake West
 City Clerk Catherine Ponson

**Call to
Order/Roll Call**

Vice Mayor Livingston called the workshop meeting to order at 6:17 p.m.

**Public Works
Week**

Vice Mayor Livingston read and presented the proclamation recognizing May 17-23, 2026, as National Public Works Week to Public Works Director Deryle Calhoun.

Mr. Calhoun recognized employees present at the meeting, Dwayne Sumlin and Noah Tackett. He also recognized Water/Wastewater Division Chief Troy King, Collection and Distribution Division Chief Luke Bridges and Business Operations Manager Brandi Santiago. He highlighted some of the accomplishments over the last year including the procurement of a 20-year Consumptive Use Permit, bringing the wastewater plant back into compliance, a new potable Well 5 was brought online and a new Streets and Drainage Division Chief Chuck Kennedy was hired.

PUBLIC COMMENTS

**Public
Comments**

Jim Anderson, 21 Oak Street, Neptune Beach, spoke regarding the flood letter he received and the requirements. He questioned whether it would be more economical or feasible to do hydraulic surveys or to do something as a whole.

Community Development Director Heather Whitmore explained the letters are sent out each year. She added additional properties to the list. The City is in a CRS (Community Ratings

System) Program. The City has reduced costs on flood insurance through the NFIP (National Flood Insurance Program). As a part of that, notices are sent to property owners in a floodplain. Neptune Beach has three flood zones, VE, AE and a shallow depth zone or a 500-acre floodplain. The 500-acre floodplain residents were included due to on January 1, the Florida Building Code will be treating those properties with slightly higher regulatory standards.

Ms. Whitmore continued that flood insurance is a private decision so everything must be done individually by property.

PROPOSED ORDINANCE

Proposed
Ordinance

Proposed Ordinance. An Ordinance of the City of Neptune Beach, Florida, Amending the Code of Ordinances, Section 18-3, Special Events, Article I, Chapter 18 Streets, Sidewalks and Other Public Places; Providing Codification, Conflicts, Severability, and Providing an Effective Date.

City Attorney Paul Waters explained that the ordinance currently requires the application be submitted 30 days prior to the event. 30 days is not enough time for staff to review and prepare as the applications goes through several departments. The proposed change is for any event with over 500 attendees, the application must be submitted 60 days prior to the event. The fees will be included in the fee schedule resolution.

Made by Messinger, seconded by Horvath.

MOTION: **TO MOVE THE PROPOSED ORDINANCE FOR FIRST READ ON JUNE 1, 2026**

Roll Call Vote:

Ayes: 3-Messinger, Horvath, and Livingston

Noes: 0

MOTION CARRIED

ISSUE DEVELOPMENT

CRA Study

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

Jim Gilmore, The Southern Group, reported his group was able to secure \$500,000 from the state last year for stormwater improvements. They also secured \$375,00 from COJ for Jarboe Park. There is also other funding that has been requested and is waiting on the legislature to finish the budget. He added that when he met with COJ, they requested projects they could fund in the capital improvement project lend more to a county service approach as opposed to a purely community outreach approach.

Mr. Gilmore reviewed CRA eligibility, mechanics, risks and alternatives. He outlined statutory blight standards, redevelopment planning requirements, infrastructure cost estimates and that CRA adoption affecting county tax revenue requires COJ approval. He pointed out that there could be tax increment district, still needing approval by the County, that could be on a project-by-project basis.

Discussion included CRA versus renegotiating the Interlocal Agreement for beach area capital needs, detailed studies, a new COJ administration and picking a dedicated long-term consistent funding stream.

Ms. Whitmore stated that there was one response received for the RFP for a CRA Consulting Service. She added that she could revisit the RFP and reissue it. There were different firms that downloaded the RFP but only one response. There were questions regarding the timeline and budget.

City Attorney Paul Waters advised this is a workshop and discussion so there is no action needed.

COUNCIL COMMENTS

Council
Comments

Vice Mayor Livingston thanked Police Chief Michael Key and the Police Department for keeping everyone safe at the Dancin' in the Street event on Saturday, May 16, 2026.

Adjournment

There being no further business, the workshop meeting adjourned at 7:15 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

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



**MINUTES
TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE WORKSHOP MEETING
MONDAY, MAY 18, 2026, 7:15 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Town Hall Meeting of the City Council of the City of Neptune Beach was held on Monday, May 18, 2026, at 7:15 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

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

STAFF:

City Manager Richard Pike
City Attorney Paul Waters
Police Commander Gary Stucki
Senior Accountant Michael Owens
Public Works Director Deryle Calhoun
Community Development Director Heather Whitmore
Parks and Sustainability Director Colin Moore
Project Manager Blake West
City Clerk Catherine Ponson

**Call to
Order/Roll
Call/Pledge**

Vice Mayor Livingston called the Town Hall Meeting to order at 7:15 p.m.

**Public
Comments**

Vice Mayor Livingston asked for public comments. There were no requests to speak during the Town Hall meeting.

Adjournment

The Town Hall Meeting adjourned at 7:15 p.m.

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

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

City Manager's Report

Departmental Recaps-05/28/2026

Police Department- Chief Michael Key

(See Separate May 2026 Report)

City Clerk-Catherine Ponson

- Fulfill ongoing extensive public records requests
- Prepare Minutes and Council agenda packets
- Prepare public notices for all upcoming meetings
- Submit required notices for publication in Jacksonville Daily Record
- Prepare for 2026 election qualifying week, June 8-12

Community Development-Heather Whitmore

1. PUBLIC HEARING AGENDA ITEMS:

a. June 9, 2026, Code Enforcement Special Magistrate

- i. Code Enforcement Case #: 2023089
 - 1. Violation Address: 1401 Atlantic Blvd, Neptune Beach, Florida 32266
 - 2. CODE(S) CITED: The Code of Ordinances of the Neptune Beach City Codes, Chapter 28 Nuisance Code Sec 28.5 (1)(2)(4)(8), 2.4(9)
 - a. Expired BP/Unsafe/Unsecure/Junk/Overgrowth

b. June 10, 2026, COMMUNITY DEVELOPMENT BOARD

- i. **DP26-04:** Heritage Tree Removal as outlined in Chapter 27, Section 27-448. "Champion and heritage trees" Unified Land Development Code of Neptune Beach. Applicant is Coleman A Lay for the property known as 900 Lincoln Road, Neptune Beach, Florida (RE Parcels 172467-0000). The applicant's request is for the removal of a 20-inch-diameter Magnolia tree. The property is in the R-1 zoning district.

c. June 15, 2026, CITY COUNCIL

- i. Development Impact Fees RFP Follow-up

2. Staff Priorities

- a. Code Enforcement - Condemnation case 1401 Atlantic
- b. Clean and Safe Flood Hurricane preparedness campaign (May 15 – Nov 15)
 - i. Floodplain letters to property owners
 - ii. Social Media posts daily

- c. Fee Table Update for 2026/2027 FY
- d. Business Tax Receipt Annual Renewal Fire Inspection program
- e. Piper's last day 9/24/26
- f. Training schedule: May 31- June 3, Jax - Building Officials Association of Florida (BOAF) 2026 Conference & Expo
- g. Training schedule: June 8 – June 12, Orlando - Florida Floodplain Managers Association (FFMA) 2026 Conference

3. Current Major Projects

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

4. Incoming Development

- a. 450 Atlantic Blvd - Karaoke and Sports Lounge
- b. 628 Atlantic Blvd – Tropical Smoothie
- c. 1501 Atlantic Blvd - Reve Brewing
- d. 1112 Third St – Office Building
- e. 626 Atlantic Blvd - Fifth Third Bank
- f. 302 Atlantic Blvd- Office Building

5. Monthly Revenue:

October 1, 2025 to September 30, 2026		2024/2025	
Month	Cash Receipts	Month	Cash Receipts
Oct-25	\$55,436.33	Oct-24	\$24,781.74
Nov-25	\$26,898.86	Nov-24	\$22,912.39
Dec-25	\$29,965.78	Dec-24	\$30,572.52
Jan-26	\$30,311.00	Jan-25	\$42,657.66
Feb-26	\$42,224.00	Feb-25	\$13,974.35
Mar-26	\$72,845.00	Mar-25	\$33,700.11
Apr-26	\$103,546.00	Apr-25	\$29,562.53
May-26	\$40,154.00	May-25	\$15,853.00
Totals	\$401,380.97	Totals	\$214,014.30
		FY 24/25 - FY 25/26	
		Difference +	\$ 187,367
		Difference +	188%

Finance-Jaime Hernandez

Budget Development

FY 2026–27 Budget Progress

- Continuing progress of the Budget preparation for FY 2026-27.
- Two new funds have been created – Effective Date 10/01/2026:
 - An enterprise fund for the Building Department.
 - Special Revenue Fund – Town Center Tourist District
- Personnel Costs / Cost-of-Living Adjustment (COLA)
The only increase being considered at this time is the 3.5% Cost-of-Living Adjustment (COLA) for applicable employees.
 - This increase is subject to City Council approval.
- Departments/Funds due for review and discussion:
 - Park & Sustainability
 - Parking/Mobility
 - Town Center (New)
 - Public Safety/PD
 - Animal Control
 - Ocean Rescue/Beach Cleanup
- G&A and Overhead (OVH) cost allocation analysis has been completed using updated financial data, ensuring consistent cross-fund application and enhanced transparency in allocation methodology.

Next Steps

- Incorporate revised cost projections into the consolidated budget model.
- Prepare preliminary budget scenarios for internal review, focusing on operating stability.
- Review capital funding needs:
 - Rollover from FY 2025-26.
 - No new funding available for new CIP
- Begin assembling the Budget Workshop presentation for Council.

Financial Operations

Accounting & Reporting

- Month-end closure is underway; preliminary results indicate operating performance is still aligned with budget expectations.
- Staff are finalizing reconciliation of interfund activities, including updated indirect cost allocations.

- Reviewing grant accounts for upcoming reimbursement submissions.

Audit & Compliance

- The external auditors have concluded interim testing; no major findings at this stage.
- Internal control updates are being drafted to address workflow improvements identified during the allocation review.
- Finance is updating documentation for citywide policy compliance (purchasing, travel, internal chargebacks).

Technology & Process Improvements

- N/A at this time

Financial System Enhancements

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

Process Modernization

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

6. Key Items

- Review of preliminary budget for the Council Budget Workshop.

Human Resources-Jillian McCann

- Human Resources has completed interviews for the Laborer I and Utility Laborer positions in Public Works, resulting in three employment offers, and onboarding is in process.
- We also welcome Summer Peralta, our new Social Media Specialist. Ms. Peralta is an FSU graduate and brings a strong eye for video and content creation.
- A huge thank you to the Public Works staff who made Public Works Week memorable.
- The city will meet with Liuna Local 630 Union on Tuesday, June 2, at 10:00 am.

IT Department-Ricardo Pizarro

- Migrated city cell phones to a new carrier to align with future projects
- Deployed refresh cycle of EOL devices to various departments
- Preparing for upcoming ADA compliance requirements with current vendors and staff

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

- Coordinating with COJ on installation of new guardrail on Florida Blvd at curve with multiple recent crashes
- Playground mulch refresh scheduled for early June
- Kiwanis Club grant-funded musical playground equipment scheduled to be installed prior to Jarboe Jubilee
- Jarboe Park Field construction to be completed by June 5th
- Coordinating with Beaches Town Center Authority, Atlantic Beach, and Beaches Energy on new streetlight standard for the Town Center
- Coordinating with Public Works on new FDOT Maintenance Agreement for Atlantic Blvd
- Monthly Paid Parking Statistics updated on the North Beaches Parking web page
- Unpaid parking violations moved to Collections on April 15th
- Preliminary meeting to coordinate \$1.6 million federal grant for beach walkovers on April 20th
- Finalizing COJ funding agreement for Jarboe Park skate/bike park improvements

Public Works- Deryle Calhoun

(Updates in underline font)

Potable Water System

- Inspection of Wells 3 and 4 – These wells were constructed in the 1970s and should be video logged and inspected to identify any rehabilitation needs of wells or pumps. Held field meet with well contractor. Reviewing the project scoping document from the hydrogeologist. Planning to propose FY26 capital funds.
- Water Tower – Engineer has designed and developed specifications for grounding, lightning protection (none currently) and cathodic protection. Will evaluate FY26 capital budget later in the fiscal year or request in FY27.
- Staff evaluated and chose software for development of a hydraulic model of the potable water system. The initial skeletonized model is under review.
- The St. Johns River Water Management District has issued a Phase III Severe Water Shortage, up from a Phase II for portions of northeast and central Florida due to continued limited rainfall

and declining water levels. The city is messaging to citizens regarding the order to encourage conservation efforts, including water billing staffers in April.

Wastewater System

- Rehabilitation of junction manhole at Florida Pump Station – During pipeline construction, a significant loss of manhole wall thickness was noted. Rehabilitation was significantly completed on 02/23/26 and will complete following additional work by the pipeline contractor. Initial work should begin the week of 06/01/26.
- Senate Bill 64 and Advanced Wastewater Treatment regulatory requirements – A regulatory primer and proposed timeline for choosing an engineer for improvements at the treatment facility were provided to Council for consideration and feedback.
- Staff evaluated and chose software for development of a hydraulic model of the sanitary sewer system. Field data will be collected with city survey equipment and personnel. Manholes will be inspected during this work and an inventory of rehabilitation needs developed.
- Wastewater Treatment Facility Consent Order – FDEP issued a Consent Order in 2020 for various violations of permit requirements. Following extensive work on the facility, permit compliance was achieved in 2025. As a result of continuous compliance since that time, staff have requested that the Consent Order be closed.

Stormwater System

- Hopkins Creek improvements at Florida and Forest – Due to the pursuit of grant funding for Forest Avenue, construction most likely would begin in the summer of 2027. A 90% design review meeting was held with COJ's engineering contractor.
- Myra, Margaret and South stormwater improvements – Construction of infrastructure is complete. Paving operations are scheduled for 05/29/26 and 06/01/26 with concrete, paver, and landscaping restoration to follow.
- Town Center pump station – Design of new discharge point underway to minimize flooding in Town Center. Discussions regarding adding water main crossing of 3rd to the project for water system looping. Probable costs and construction options to minimize disruption on Lemon Street to be presented to Council prior to finalizing design.
- Bay and Davis culvert improvements – Initial culvert sizing discussion with the design engineer was held.

Senior Center-Leslie Lyne

- YTD DONATIONS/FUNDRAISERS **\$38,456.13 through 5/26/26**
- YTD Attendees-9,949 (duplicated persons' participation)
- YTD Attendees-717 (unduplicated people THRU 5/26/2026)
- May Events Offered-137 to fill social, cultural, recreational, and physical needs
- Guests/Members scheduled fundraising tours in 2026-2027:

- Christmas Markets of Europe, Black Hills & Badlands (departure September), National Parks, Italy, America's Music Cities, Hawaii, Norway, Machu Picchu, Peru, Magical Rhine River Cruise, Christmas Market Montreal and Quebec, Northern Lights of Finland; Highlights of England, Scotland & Wales; Holland Windmills & Tulip River Cruise; French Riviera; more developing
Collette Presentation July 7; Premier Presentation July 15
- CDBG 2026-2027 Grant submitted requesting \$ 48,000- anticipate approval in June 2026.
 - HEAL SURF CAMP, June 2 & 3, 2026-
 - AARP Safe Driving class scheduled June 27 & 28, 2026
 - Wednesday, May 6, 2026, mid-year monitoring visit by COJ regarding the CDBG; approval 100%. Review to include files and monthly reporting.
 - Automated front door installation-Miller Electric & Florida Door Control (GSA Contract) are contracted; coordinating with Ricardo
 - Community Hospice scheduled for July presentation
 - Senior on a Mission scheduled to assist with technology on July 14, 2026
 - Closed June 19, 2026, Juneteenth
 - Quilt display at Jarboe Jubilee (June 13) & North Beach Artwalk (June 25) Raffle tickets to benefit the center sponsored by the Coastal Quilters of NE Florida



Agenda Item #8A
Ord. No. 2026-06
Special Events

CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT

AGENDA ITEMS:	First Reading of Ordinance 2026-06, Amendment of Sec. 18-3
SUBMITTED BY:	Paul Waters, City Attorney Sponsored by Mayor Corrine Bylund
DATE:	May 12, 2026
BACKGROUND:	Sec. 18-3 of Chapter 18, Article I, of the Neptune Beach Code of Ordinances provides procedural regulations for application and permitting of special events within the City of Neptune Beach. Amendment of this section clarifies existing procedures for improved efficiency and anticipates the adoption of a permitting fee schedule by City Council resolution. The proposed ordinance was moved forward for First Read at the May 18, 2026, Council Workshop.
RECOMMENDATION:	First reading of Ordinance No. 2026-06 and forward for second read
ATTACHMENTS:	1. Ordinance 2026-06 2. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes.

SPONSORED BY:
MAYOR CORRINE BYLUND



ORDINANCE NO. 2026-06

A BILL TO BE ENTITLED

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA,
AMENDING THE CODE OF ORDINANCES - SECTION 18-3, SPECIAL
EVENTS, ARTICLE I, CHAPTER 18 STREETS, SIDEWALKS AND
OTHER PUBLIC PLACES; PROVIDING CODIFICATION, CONFLICTS,
SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 18.3; Chapter 18 of the City of Neptune Beach's Code of Ordinances regulates special events held on City public property; and

WHEREAS, the City is desirous of amending, and has determined it is in the best interest of the safety and welfare of its citizens to amend, language clarifying certain rules governing special event application and permitting procedures.

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

SECTION 1. The Code of Ordinances, City of Neptune Beach, Florida is hereby amended in accordance with Exhibit "A", which is hereby incorporated into this Ordinance. The text amendments are as follows: (~~striketrough~~ 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.

PASSED AND ADOPTED by the City Council of the City of Neptune Beach,
Florida, this ____ day of _____, 2026.

VOTE RESULTS OF FIRST READING: (Date _____)

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

VOTE RESULTS OF SECOND READING: (Date _____)

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

Cori Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney

EXHIBIT A

Sec. 18-3. Special Events.

All special events which are held on public property must adhere to the following rules and regulations:

- 1) All special events taking place on public property must have a permit from the city manager before any such events take place. The city manager may attach to the permit those requirements he may deem necessary to protect the public and city's interest.
- 2) All parties interested in staging a special event must provide insurance for the event in amounts set by the city manager. The parties staging such event may be required to take out additional insurance naming the city as the beneficiary.
- 3) All parties staging an event may be subject to a performance bond set by the city manager to insure that the city Code and permit requirements are upheld by the event.
- 4) All requirements set by the city manager as part of his written approval must be upheld by the event. Failure to do so may result in a closing of the event by the public safety director or the police chief.
- 5) All special events permitted by the city manager must be sponsored by a nonprofit corporation for a charitable purpose. Any special event to be held for-profit corporation must have prior approval by the city council.
- 6) Before any request for a special event is permitted, those responsible for the event must provide a detailed plan including all aspects of the events (activities, awards, parking, insurance, etc.).
- 7) All financial information and records which may be related to the event will be made available to the city finance director.
- 8) All parties staging a special event are required to abide by the city Code and Florida Statutes. Failure to do so will require the event to be cancelled.
- 9) No sales or rentals of any kind will be permitted on the ocean beach.
- 10) All special events using alcohol must have prior approval by the city council.
- 11) ~~All requests~~ Requests for special events with anticipated attendance of fewer than 500 persons shall be submitted to the city manager at least require thirty (30) days' prior to the special event start date ~~notification.~~ Requests for special events with anticipated attendance of greater than 500 persons shall be submitted to the city manager at least sixty (60) days prior to the special event start date.
- 12) Permits for special events shall be provided to applicants subject to any applicable fee schedule adopted by resolution of the City Council.

(Ord. No. 2004-07, § 1, 6-7-04)

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 18.3, SPECIAL EVENTS, 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 clarifies procedural requirements for applying for and obtaining a permit for special events.

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 calculable at this time. The ordinance anticipates the adoption of a future fee schedule by resolution, which shall apply to permit issuance for special events and may impact private businesses seeking such permits.

(c) No new regulatory costs beyond those already existing under current permitting procedures.

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

Impact not calculable. This ordinance will only impact those businesses which actively choose to apply for a special event permit.

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

N/A



Agenda Item #9A Water & Sewer Rate Study

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Request for Consideration – A Proposal from Stantec to conduct a comprehensive utility rate study for the Water & Sewer Fund operation.
SUBMITTED BY:	Jaime Hernandez, Chief Financial Officer
DATE:	May 26, 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:	\$30,750 Professional Services – 401-4335-535-30-31
RECOMMENDATION:	Staff recommends that the City Council authorize the engagement of Stantec to conduct a comprehensive utility rate study for the Water & Sewer Fund and instruct the City Manager to execute the related contract documents.
ATTACHMENT:	Stantec Proposal & Scope of Service. Contract with the City of Palm Bay Piggyback Agreement



May 21, 2026

Mr. Richard J. Pike
City Manager
City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

Re: Utility Revenue Sufficiency Analysis – Water & Sewer Fund

Dear Mr. Pike:

As requested, Stantec Consulting Services Inc. (Consultant) is pleased to present this proposal to conduct a Utility Revenue Sufficiency Analysis on behalf of the City of Neptune Beach, Florida (City) for its Water and Sewer Enterprise Fund.

This proposal is based upon Stantec's understanding of the scope of services requested and in accordance with the terms and conditions outlined in the Professional Service Agreement for RFP No. 35-0-2022/SZ Financial Rate and Management Consultant Services, entered into on June 27, 2022, between the Consultant and City of Palm Bay, Florida, and currently authorized through July 16, 2026, per Amendment #3, executed by both parties on June 4, 2025 (Piggyback Agreement). If the scope of work and the terms and conditions of the Piggyback Agreement are acceptable, please indicate by executing the proposal where indicated and return a copy to me for our records.

If you have any questions or would like to discuss this proposal, please do not hesitate to call me at (904) 247-0787. We look forward to being of service to the City on this engagement.

Very truly yours,

Eric Grau
Principal

eric.grau@stantec.com
Stantec Consulting Services Inc.
4651 Salisbury Road, Suite 350
Jacksonville FL 32256-6107

Scope of Services (Detailed Work Plan Attached)

The following scope of services includes a Revenue Sufficiency Analysis (RSA) for the City's Water and Sewer Enterprise Fund (Fund or Utility) to determine the sufficiency of projected revenues from existing rates and fees to cover projected operating and capital costs, and then, if necessary, to identify a recommended plan of rate adjustments as required to satisfy such requirements.

Task 1 – Project Initiation & Data Collection

Consultant will prepare an initial data request list and perform project setup, administrative, and project management activities. Upon sending original data request, Consultant will coordinate with City staff to schedule virtual interactive work sessions that adhere to the agreed upon critical path schedule identified.

Estimated Labor Hours: 8.0 total hours.

Task 2 – Revenue Sufficiency Analysis

Upon receipt of the requested data, the Consultant will use its proprietary financial planning model to replicate the City's financial policies, funds and other financial dynamics that are unique to the Fund. The Consultant will develop a ten-year projection of the sufficiency of existing water and sewer rates, including planned increases, and associated revenues to account for current, budgeted, and projected Utility system requirements, and (if needed) Consultant will determine the 5-year plan of annual water and sewer rate revenue adjustments necessary to meet these requirements. This task also includes preparation of a local residential rate and bill comparison showing the cost for typical residential customers relative to neighboring agencies.

Consultant will participate in up to two work sessions with City staff during this task. During these work sessions, alternative scenarios of annual rate adjustments, debt versus cash funding of capital projects, and other alternatives will be explored with City staff. After each work session, Consultant will provide an Assumptions and Results Workbook which will include all the detailed financial schedules upon which the results are based. This will allow City staff to review all the detailed assumptions that were developed and included in the financial plan.

Meetings: Two virtual meetings are included in this task.

Estimated Labor Hours: 88.0 total hours.

Task 3 – Documentation of Results

Upon development of the 5-year financial management plan and determination of annual water and sewer rate revenue adjustments (if needed), Consultant will prepare a Draft Report summarizing the analysis, findings, and recommendations for City staff to review and comment. Consultant will then incorporate comments provided and prepare and deliver a Final Report.

Estimated Labor Hours: 18.0 total hours.

Task 4 – Presentation of Results

Upon development of the 5-year financial management plan and determination of annual water and sewer rate revenue adjustments (if needed), Consultant will prepare a draft presentation summarizing the analysis, findings, and recommendations for City staff to review and comment. Consultant will incorporate comments provided and will then participate in the presentation of results to City Council at a public meeting.

Meetings: One in-person public meeting is included in this task.

Estimated Labor Hours: 18.0 total hours.

Time of Performance

Stantec anticipates that this project can be completed within approximately 90 days of receipt of all requested data. The scope of services described above relies on data to be provided by and direct coordination with City staff, therefore some aspects of the work are out of the direct control of the Consultant. As such, more defined schedules will be developed as the RSA is initiated.

Consultant's Compensation

The Consultant has prepared the Project Work Plan and Cost Estimate Schedule, enclosed hereto as Attachment A, that reflects the hourly rates by relevant project role consistent with the Hourly Rate Fee Schedule identified as Attachment A to the Piggyback Agreement.

HOURLY RATE TABLE:	
Project Role	Hourly Rate
Director	\$350.00
Principal	\$285.00
Quality Control	\$260.00
Manager	\$230.00
Data Analyst	\$120.00
Project Admin	\$90.00

Consultant will bill this project on a lump sum basis with monthly progress billings based upon the percentage completion of each task.

Utility Revenue Sufficiency Analysis		Hours	Cost
Task 1	Project Initiation & Data Collection	8	\$ 1,725
Task 2	Revenue Sufficiency Analysis	88	\$ 19,660
Task 3	Documentation of Results	18	\$ 4,425
Task 4	Presentation of Results	18	\$ 4,640
Totals		132	\$ 30,450
Estimated Expenses			\$ 300
Total Not-To-Exceed Project Cost			\$ 30,750

Additional Services

In addition to the detailed scope of services included herein, the City may request additional services such as analyses, attendance at additional meetings with City staff, preparation of supporting information for and attendance at public meetings with City Council. Any additional scope of services may be provided at an additional cost as agreed upon by both parties.

By signing below, the City acknowledges that it has read, accepts, and agrees to the terms and conditions of the Piggyback Agreement, together with this proposal constitutes the contract, and that the City hereby authorizes the Consultant to proceed with the services herein described.

CITY OF NEPTUNE BEACH, FLORIDA

STANTEC CONSULTING SERVICES INC.

Authorized Signature

Authorized Signature

Name

Eric Grau
Name

Title

Principal
Title

Date

May 21, 2026
Date

ATTACHMENT A - SCOPE OF SERVICES AND FEE SCHEDULE



City of Neptune Beach, Florida
Utility Revenue Sufficiency Analysis - Water & Sewer Fund
Project Work Plan and Cost Estimate Schedule

Project Tasks Hourly Rates →	Estimated Labor-Hours					TOTAL
	Principal \$285	Manager \$230	Quality Control \$260	Data Analyst \$120	Project Admin \$90	
Task 1 Project Initiation & Data Collection						
1.1 Prepare initial data request list and detailed critical path schedule. Perform job set-up activities.	3	3			2	8
Task 2 Revenue Sufficiency Analysis						
2.1 Input current financial and billing data into Stantec's Financial Analysis and Management System (FAMS) model and produce preliminary output, to include the following:	4	32	4	6		46
o Revenue Sufficiency Analysis						
- Annual revenue and operations & maintenance expense projections						
- Projections of other requirements such as R&R, minor capital, transfers, debt payments, reserves contributions, etc.						
- Evaluation of adequacy of revenue provided by existing rates to meet current and projected system requirements						
- Evaluation of existing and alternative capital improvement programs and funding requirements						
o Borrowing Program						
- Identify any borrowing required and/or appropriate to fund certain CIP projects, to include but not necessarily be limited to, revenue bonds and state programs						
- Timing of bond issue(s)/loan(s) to provide required funds, and annual debt service schedules for any new debt						
o Funds Analysis						
- Spend down limits (minimum reserve requirements) by fund						
- Beginning and ending fund balances by fund by year.						
o Financial Policy Review, including reserves (operating, capital, and rate stabilization), capital reinvestment, debt service coverage, and others.						
2.2 Perform local comparative rate and bill comparison.		1	2	8		11
2.3 Prepare for and meet with City staff in an interactive work session to review preliminary results. [Virtual Meeting]	3	6				9
2.4 Make adjustments per input from City staff, update data/assumptions as appropriate, and/or for desired sensitivity analysis. Prepare workbook of assumptions and preliminary results.	1	4	2			7
2.5 Prepare for and meet with City staff in an interactive work session to review revised results. [Virtual Meeting]	3	5				8
2.6 Make adjustments per input from City staff, update data/assumptions as appropriate, and/or for desired sensitivity analysis. Prepare workbook of assumptions and preliminary results.	1	4	2			7
Task 3 Documentation of Results						
3.1 Prepare a Draft Report of the results of the Revenue Sufficiency Analysis.	1	9	2			12
3.2 Review Draft Report with City staff and incorporate any revisions into a Final Report.	2	2	2			6
Task 4 Presentation of Results						
4.1 Prepare a draft presentation of the results of the Revenue Sufficiency Analysis.	3	6	1			10
4.2 Make adjustments per input from City staff and incorporate any revisions into a final presentation.	1	2	1			4
4.3 Prepare for and participate in the presentation of results to City Council. [In-Person Meeting]	4					4
Total Estimated Labor Hours	26	74	16	14	2	132
Total Labor Fee	\$7,410	\$17,020	\$4,160	\$1,680	\$180	\$30,450
Total Expenses						\$300
Total Fixed Fee						\$30,750

**PROFESSIONAL SERVICE AGREEMENT FOR
RFP NO. 35-0-2022/SZ
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

This is an agreement entered into this 27 day of June 2022, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and Stantec Consulting Services, Inc., 777 South Harbour Island Blvd, Suite 600, Tampa, FL 33602, (FEIN 11-2167170), hereinafter referred to as CONSULTANT. For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated and made part of this Agreement:

- A. Specifications prepared by CITY in its Request for Proposals No. 35-0-2022, Financial Rate and Management Consultant Services, (Exhibit 1).
- B. Proposal Submittal for CITY prepared by CONSULTANT dated April 29, 2022, (Exhibit 2).
- C. Attachment A – Consultant's Rate and Fee Schedule
- D. Attachment B – Individual Statement of Work, Task Orders, incorporated by reference as executed by both parties.

All exhibits may also be collectively referred to as the "Documents." In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- 1. Specific direction from City Manager or designee
- 2. This Agreement and any attachments.
- 3. Exhibit 1
- 4. Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified as described in Attachment A and as further defined in Attachment B. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an addendum to this Agreement.

SECTION 2 - CITY OBLIGATIONS

The CITY agrees that they shall furnish to the CONSULTANT, upon request, any data available in the CITY'S files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

CONSULTANT agrees to perform professional services associated with Exhibit "1" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to, without causing any delay in the project, correct any errors, oversights, or omissions and prepare any revisions at no cost to the City, that may be required because the work violates accepted professional standards and practices or if deemed to be inadequate, insufficient, or defective. This remedy shall be cumulative to all other remedies available under the Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Provide services to comply with Work as specified in Exhibit 1 to include, but in no way limited to: FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES
- B. Maintain an adequate staff of qualified personnel.
- C. Comply with federal, state, county and local laws or ordinances applicable to the work.
- D. Cooperate fully with the CITY in the scheduling and coordination of all phases of the work.
- E. Supervise and coordinate the work of any subconsultants.
- F. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- G. Report the status of the work to the CITY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the CITY or its authorized agent at any time.
- H. Submit for CITY review all data representative of the work's progress at the percentage stages of completion that may be stipulated in Attachment(s) B and submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S responsibilities as set forth in this Agreement.
- I. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided services.
- J. Interpret plans and other documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost to the City.

The CITY shall make decisions on all issues regarding interpretation of the documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from CONSULTANT, and the CITY shall have the absolute and undisputed authority to decide any differences or conflicts between the CONSULTANT and the City, and shall check and approve draft documents, schedules, meeting notices, publications, and other submissions for conformance with the concept of each Project.

It is specifically agreed that any change to the work identified as an error on the part of CONSULTANT shall be considered to be an additional cost to CITY that would not have been incurred without the error. The recovery of additional costs to CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages, which CITY may otherwise incur.

SECTION 4 - TIME OF COMPLETION

The services rendered by the CONSULTANT shall commence as specified in Section 7 of this agreement and shall be completed within the time stated in Attachment(s) B.

A reasonable extension of time shall be granted by the CONSULTANT in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement or should weather conditions, acts of God, any force majeure, or hidden conditions delay performance of the CONSULTANT's or the CITY's duties. Extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation for direct costs associated with such delay; CONSULTANT agrees that it will not be entitled to any damages or any claim for extra compensation for consequential damages of any type whatsoever for any such extensions including but not limited to damages and compensation for any direct or indirect financial damages, losses for extended corporate overhead impacted, extended project overhead impacts, project support, services, or by any other name or other legal concept, label or theory or any business damages or losses of whatever type or nature and CONSULTANT hereby knowingly waives any right to make any such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and compensation.

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of CONSULTANT's services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 - COMPENSATION

The CITY agrees to pay CONSULTANT for services rendered pursuant to this Agreement, all fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in Attachment A, Hourly Rate Schedule, Attachment(s) B, and in accordance with a City issued Purchase Order:

- A. Rate & Fee Schedule – the CONSULTANT shall be compensated at the attached Rate & Fee Schedule (Attachment A) for each hour of time engaged directly in the work.
- B. Lump Sum Fee – At the option of the CITY, the fee for any requested portions of work may be lump sum if mutually agreed upon by the CITY and the CONSULTANT, stated in a written Scope of Services Task Order and referenced in the issued Purchase Order.
- C. Reimbursable Expenses – The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for CONSULTANT services, provided such expenditures are previously and expressly authorized by the CITY in writing. All basic reimbursable costs including reproduction, deliverables, and travel should be included in any proposed Attachment(s) B. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY in advance in writing and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:
 - 1. Travel, Lodging and Meals, provided travel occurs in coach class and lodging and meals do not exceed the Domestic Per Diem rates listed in the current edition Appendix "A" of Chapter 301 of the Federal Travel Regulations.
 - 2. Courier Services.
 - 3. Photocopies (\$.0.15 per page).
 - 4. Long Distance and Conference Telephone Charges.
 - 5. 3rd Party expenses, such as printing, incurred on behalf of CITY.
 - 6. Other expenses approved by CITY in writing prior to the time CONSULTANT incurs such expenses.
- D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the CITY. Any proposed changes in rates by the CONSULTANT shall be subject to the prior written approval of the CITY. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section 15 should the proposed rates or fees not be mutually acceptable. If the CONSULTANT fails to request a rate adjustment prior to the anniversary date, the previous year's rates shall remain in effect.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the

CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment A, B and C (and other Scope of Services Task Orders) and under the provisions of Chapter 218, Part VII, (Local Government Prompt Payment Act), Florida Statutes. City shall promptly pay consultant any undisputed amounts consistent with the Local Government Prompt Payment Act.

- A. The CONSULTANT shall submit signed invoices to the CITY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized reimbursable expense, accompanied by appropriate documentation.
- C. Invoices for the work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment A.

SECTION 7 - SCHEDULE OF WORK

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule of the work, the CONSULTANT shall submit such revision(s) for review and, if warranted, approval by the CITY in writing.

The CONSULTANT shall commence work within five working days of the issuance of the Purchase Order and executed Attachment B unless otherwise specified in Attachment B.

SECTION 8 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY, unless such time is extended in writing by CITY, present written objections to the decision to the Chief Procurement Officer (CPO) or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

SECTION 9 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon the CITY's use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the written consent of the Chief Procurement Officer (CPO).

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the

extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

SECTION 10 - COURT APPEARANCE, CONFERENCES AND HEARINGS

This Agreement shall obligate CONSULTANT to prepare for and appear in litigation on behalf of CITY involving any dispute arising out of any work performed or services provided out of this Agreement all at no cost to the City. CONSULTANT shall also confer with CITY, its attorneys and experts, during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all at no cost to the CITY. Work by CONSULTANT, as a result of litigation, beyond the scope of the original work shall be considered an additional service that shall be paid in accordance with Section 5 of this Agreement.

SECTION 11 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the Chief Procurement Officer (CPO). The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not for the cost of labor.

SECTION 12 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY.

The CITY'S representative will be: Christopher A. Little, P.E.
Utilities Director
250 Osmosis Dr SE
Palm Bay, FL 32909

With Copies to:

Chief Procurement Officer and
120 Malabar Road, SE
Palm Bay, FL 32907

City Manager
120 Malabar Road, SE
Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by U.S. mail to the CONSULTANT at the last address left on the file with the CITY. If delivered in person to CONSULTANT or the CONSULTANT'S authorized representative, delivery will be considered immediate. The CONSULTANT'S representative will be:

Andrew Burnham, Vice President
Stantec Consulting Services, Inc.
777 S. Harbour Island Blvd, Suite 600
Tampa, FL 33602

SECTION 13 - AUDIT RIGHTS

The CITY reserves the right to audit the records of the CONSULTANT related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the CITY as may be requested by the CITY, solely at the cost of reproduction.

SECTION 14 – PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records law. Specifically, the CONSULTANT shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the public agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the CONSULTANT to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Bldg. B, Suite 200, Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

SECTION 15 - SUBCONSULTING

The CONSULTANT shall not assign or transfer any work under this Agreement without the express written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data. Subconsultant rates shall not be marked up by the CONSULTANT.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subconsultants of CONSULTANT. Subconsultants of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subconsultants in connection with the work performed.

SECTION 16 - CONTINGENT FEES

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company or corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or results from the award or making of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 17 - DURATION OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on July 17, 2022, and ending on July 16, 2023. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

SECTION 18 – TERMINATION FOR CONVENIENCE

The CITY reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate. Payment only for worked performed will be made in accordance with Section 6, Payment and Partial Payment. The City shall not be liable to Consultant for any consequential or incidental damages.

SECTION 19 – NON-APPROPRIATIONS

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the CONSULTANT of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

SECTION 20 – NOTICE OF DEFICIENCY

If the CONSULTANT is notified in writing of a fault, deficiency or error in the Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the CONSULTANT shall, at the CITY's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the CITY, or 2) refund to the CITY, any amounts paid by the CITY that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other CONSULTANTS.

SECTION 21 – TERMINATION FOR CAUSE/DEFAULT

The CITY may terminate with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified. Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for termination of the Agreement at the discretion of the City.

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by CITY.

An event of default shall include but not be limited to the following:

- A. CONSULTANT has not performed services on timely basis;
- B. CONSULTANT has refused or failed to supply enough properly skilled personnel;
- C. CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- D. CONSULTANT has failed to fulfill representations made in this Agreement;
- E. CONSULTANT has refused or failed to provide the Services as defined in this Agreement;
- or
- F. CONSULTANT has failed to timely address a fault, deficiency or error in the Work or criminal records of employees as provided in the Notice of Deficiency.
- G. CONSULTANT understands and agrees that the CITY may immediately terminate this contract upon written notice if the CONSULTANT is found to have submitted a false certification or any of the following occur with respect to the CONSULTANT or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

If a CONSULTANT is in default on its contract with the CITY, the CITY shall follow the procedures contained herein:

- H. The CITY shall notify, in writing, the CONSULTANT to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period (such reasonable time should not be less than 10 days after receipt of such notice). The notice will also provide that, should it fail to perform within the time provided, the CONSULTANT will be found in default and removed from the CITY's approved vendor list.
- I. Unless the CONSULTANT corrects its failure to perform within the time provided, or unless the CITY determines on its own investigation that the CONSULTANT's failure is legally excusable, the CITY shall find the CONSULTANT in default and shall issue a second notice stating (i) the reasons the CONSULTANT is considered in default, (ii) that the CITY will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- J. The defaulting CONSULTANT will not be eligible for award of a contract by the CITY until such time as the CITY is reimbursed by the defaulting CONSULTANT for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- K. Pursuant to Section 38.16, Procurement Code of Ordinance, the defaulting CONSULTANT will be advised of the right to initiate written protest proceedings pursuant to Section 38.15 of the Procurement Ordinance within five (5) business days after the date of notification.
- L. Until such time as it reimburses the CITY for all reprocurement costs and the CITY is satisfied that further instances of default will not occur, the defaulting CONSULTANT shall not be eligible for award of a contract by the CITY. To satisfy the CITY that further instance will not occur; the defaulting CONSULTANT shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the CITY's remedies against the defaulting CONSULTANT at law or in equity.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional consultant to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services.

In the event of termination by the City:

- M. The CITY'S sole obligation to the CONSULTANT shall be for payment of those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage or work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of termination.
- N. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the CITY.
- O. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
- P. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY and those documents delivered by the CITY to the CONSULTANT that pertain to this Agreement, of which, the CITY will have full ownership thereof. CONSULTANT may, provided the CITY gives its written consent, retain copies of such documents for record purposes.

SECTION 22 – INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, and hold harmless the City of Palm Bay, including but not limited to its officers, officials, and employees and all those others acting on the City's behalf (hereinafter CITY) against liability, loss, costs, damages, expenses, claims or actions, including but not limited to reasonable attorney's fees for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

SECTION 23 - INSURANCE

The CONSULTANT and its subcontractors, subconsultants, assignees and suppliers will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the following types of insurance in the following minimum amounts:

- A. **Commercial General Liability:** The CONSULTANT shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.
- B. **Automobile Liability Insurance:** CONSULTANT shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Professional Liability Insurance:** Professional liability insurance with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.
- D. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

- E. **Professional Liability Insurance or Errors and Omissions Insurance:** Successful Proposer shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

Insurance Certificates:

The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation and Professional Liability) **as an additional insured. Waiver of Subrogation is required** for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The CONSULTANT shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the CONSULTANT to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

CONSULTANT shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

SECTION 24 - QUALITY CONTROL & PERFORMANCE

The CONSULTANT shall provide a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement. The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY in determining the CONSULTANT'S qualifications for future contracts with the CITY.

In accordance with the City's Procurement Manual, upon completion and close-out of the project, the project manager or contract administrator shall prepare a Vendor Performance Evaluation form (PROC-VP-001) rating the CONSULTANT'S level of service, and indicating whether they are recommended for future awards. A copy shall be provided to the Procurement Department for inclusion in the RFQ and vendor files. A copy shall be provided to the CONSULTANT.

SECTION 25 - NON-EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

SECTION 26 - REPRESENTATIONS

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all

services performed under this Agreement shall be performed in a professional manner suitable to the CITY.

- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall be responsible for technically-deficient deliverables, reports or studies, for two years after the date of final acceptance of the Services by CITY. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, Section 8 of this Agreement shall govern all questions, difficulties and disputes of whatever nature that may arise under this Agreement. If resolution cannot be reached, the provisions of Section 20 shall apply.
- E. CONSULTANT represents 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 contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 27 - INTEREST OF MEMBERS OF CITY AND OTHERS

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 28 - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by the CONSULTANT.

SECTION 29 - INDEPENDENT CONSULTANT

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent and not CITY agents or employees. CONSULTANT, its employees or agents, contractors, subconsultants and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, or subconsultants shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 30 - NON-DISCRIMINATION

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

SECTION 31 - OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third-party beneficiaries intended to be bound by or to enforce this Agreement.
- F. By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute, the subconsultant must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

SECTION 32 - LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not prevent the CITY from taking court action it deems necessary against, including but not limited to, the CONSULTANT, its subcontractors, subconsultants, assignees, suppliers and employees.

SECTION 33 - ENTIRETY OF AGREEMENT

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of June, 2022.

As approved by City Council On: June 16, 2022

STANTEC CONSULTING SERVICES, INC.



Signature, Authorized Agent

Andrew Burnham

Printed/Typed Name

6/24/22

Date

ATTEST:



Terese Jones
City Clerk

CITY OF PALM BAY, FLORIDA



Juliet Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

6/27/2022

Date

35-0-2022
Financial Rate and Management
Consultant Services
Attachment A

Hourly Rate Fee Schedule by Title

Project Role	Hourly Rate
Director	\$350
Principal	\$285
Quality Control	\$260
Senior Manager	\$250
Manager	\$230
Senior Rate/Financial Consultant	\$195
Rate/Financial Consultant	\$180
Financial Analyst	\$150
Data Analyst	\$120
Project Admin	\$90

**CITY OF PALM BAY
AMENDMENT #3
TO CONTRACT # 35-0-2022
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

This amendment to contract is made and entered into this 4th day of June, 2025, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Stantec Consulting Services, Inc. hereinafter referred to as the "Contractor".

WHEREAS the City and the Contractor entered into a Contract under the date of June 27, 2022, whereby the contractor would provide financial rate and management consultant services; and

WHEREAS the City and Contractor desire to renew the term of said Agreement.

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

- I. The renewed term of agreement shall be July 17, 2025, through July 16, 2026. This shall be the 3rd of four (4) possible 1-year renewals.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

**STANTEC CONSULTING
SERVICES, INC.**

Chief Procurement Officer or
Designee

By:

Peter Napoli / Senior Manager
Name/Title


Signature

6/4/2025
Date

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this ____ day of ____, 2026, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **STANTEC CONSULTING SERVICES, INC.**, (“Consultant”), concerning that certain contract with **CITY OF PALM BAY**, (“COPB”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the consultant’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 consultants and subconsultants; 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 Palm Bay awarded a bid solicitation through Request for Proposals No. 35-0-2022 to Consultant based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“the COPB 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 provided by Consultant are needed by the City of Neptune Beach; therefore, the City desires to enter into an agreement with the Consultant pursuant to the same terms of the COPB Contract except as amended herein; and

WHEREAS, the COPB Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Consultant authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Consultant containing similar terms and conditions as contained in the COPB 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 COPB Contract are incorporated by reference herein.

2. Amendments. The COPB Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the COPB Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the COPB 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 COPB and its staff and addresses, as may be required in the awarded COPB 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. Consultant 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. Consultant 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 consultant 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 consultant or keep and maintain public records required by the public agency to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant 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
CPONSON@NBFL.US
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

5. Public Records Compliance Indemnification. Consultant agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the consultant's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by consultant'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. Consultant authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Consultant 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 COPB 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 COPB in the COPB 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 Consultant 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. Consultant affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Consultant 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, Consultant requires from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, and that Consultant 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. Consultant hereby certifies that Consultant 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. Consultant further hereby certifies that Consultant is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. Consultant further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Consultant (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". CONSULTANT 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 Consultant swears under penalty of perjury that the Consultant does not use coercion for labor or services as defined as follows:

“Coercion” means:

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

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

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

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

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

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

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Consultant declares that Consultant 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

STANTEC CONSULTING SERVICE, 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



Agenda Item #10A Sidewalk Replacement

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	Sidewalk Replacement – 400 and 500 Blocks of Myra and Margaret Streets
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	May 27, 2026
BACKGROUND:	Various sidewalk panels in the 400 and 500 Blocks of Myra and Margaret Streets require replacement due to cracking or uplifting. Staff identified an existing City of Jacksonville contract with Jax Utilities Management, Inc. and has successfully used their services, including for a similar sized project with the Oceanwood Subdivision in FY25. City Attorney has approved use of this contract. Jax Utilities Management, Inc. has provided an estimate of \$27,173.25 for the removal and replacement of existing damaged panels (approximately 325 square yards at \$83.61/SY. Staff is requesting approval of a contingency amount of 10% for a total of \$29,890.57.
BUDGET:	Public Works General Fund 001-1441-541-60-63 (Improvements – Not Buildings) FY25 Current Budget is \$80,903.60. As of 5.27.26, Budget Available is \$57,300.00.
RECOMMENDATION:	Award to Jax Utilities Management, Inc. in the amount of \$29,890.57 which includes a contingency of 10%..
ATTACHMENT:	• Jax Utilities Management, Inc. project quote • City of Jacksonville contract documents (original and first amendment) • City of Neptune Beach piggyback agreement with Jax Utilities Management, Inc.



Jax Utilities Management, Inc.
5465 Verna Boulevard
Jacksonville, FL 32205
904-779-5353

Estimate

Date	Estimate #
5/26/2026	071225

City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

--

		Project	
		Estimates	
Description	Qty	Rate	Total
Myra & Margaret			
Concrete Pad - 723 x 4	325	83.61	27,173.25
*Actual quantities will be measured and billed upon completion			
Jason James 904-237-4194		Total	\$27,173.25

Terms and Conditions: Payment due upon completion of work, or at the option of Jax Utilities Management, Inc. (JUM) 30 days after invoice for completed job or interim progress billing. It is understood and agreed by the parties that JUM is entitled to receive payment for all work, labor, materials, and equipment furnished and performed hereunder when invoiced to customer. In the event any payment is not paid when due, JUM reserves the right to terminate this agreement and shall be entitled to recover all charges for which payment is sought. Customer hereby authorizes any Attorney at Law for JUM in an action on this agreement in any court of law in the county where contractor resides for the recovery of any amount due hereunder together with interest at the rate of 1 ½ % per month plus attorney fees and court costs
THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE SPECIFIED ABOVE

Signature _____

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
CONCRETE MAINTENANCE AND CONSTRUCTION – SOUTH AREA**

THIS CONTRACT for concrete maintenance and construction in the South Area (hereinafter the "Project") is made and entered into this 12 day of April, 2023 (hereinafter the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "Owner" or the "City"), and **JAX UTILITIES MANAGEMENT, INC.**, a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the "Contractor").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the next lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the maintenance and construction of concrete sidewalk, curb, curb and gutter, driveways, roadway, minor storm sewer, and ancillary items in the South Area, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made February 16, 2023.

2. Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in strict accordance with plans and specifications prepared by Robert Young for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number CP-0135-22, bid date August 21, 2022, designated as *Specifications for Concrete Maintenance and Construction (South Area)*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total amount not to exceed TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00), at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such

purchase orders are issued.

3. The term of this Contract shall commence on the Effective Date and shall remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2023, with four (4) one-year renewal options.

4. On Contractor's faithful performance of this Contract, Owner will pay Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

5. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County as required by Section 255.05, Florida Statutes.

6. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause for convenience by giving Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to Contractor's representative who signed this Contract at the address specified in the Contract Documents.

7. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

ATTEST:

By James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By Lenny Curry, Mayor
OWNER

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

Anne Marie James
Signature
Anne Marie James
Type/Print Name
Secretary
Title

JAX UTILITIES MANGEMENT, INC.

Charles D. Freshwater
Signature
Charles D. Freshwater
Type/Print Name
President
Title
CONTRACTOR

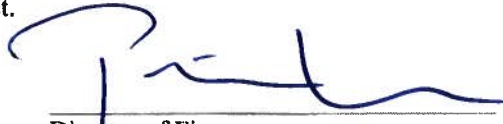
Encumbrance & funding information is found on the next page.

ENCUMBRANCE & FUNDING INFORMATION:

Account Nos.: Various
Amount: \$2,000,000.00
TOTAL: **\$2,000,000.00**

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(c) *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.



Director of Finance
City Contract No. 70280-23

Form Approve:



Office of General Counsel



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

March 3, 2023

City of Jacksonville, Florida
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY

Principal: Jax Utilities Management, Inc.

Bond No: NFL 3432

Project: CONTRACT NUMBER 70280-23, Concrete Maintenance and Construction (South Area)

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to teresa@floridasuretybonds.com
or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
Merchants National Bonding, Inc.

Gloria A. Richards
Attorney-In-Fact
& Florida Licensed Resident Agent

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 70280-23

PERFORMANCE BOND NUMBER NFL 3432

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

Executed in 2 Counterparts

Amount: \$2,000,000.00

As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, Florida 32205

Telephone: 904-779-5353

As to the Surety:

Name: Merchants National Bonding, Inc.

PO Box 14498, Des Moines, IA 50306-3498

Principal Business Address: (6700 Westown Parkway, West Des Moines, IA 50266-7754)

Telephone: (515) 243-8171

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Project Name: Concrete Maintenance and Construction (South Area)

Description of Project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the maintenance and construction of concrete sidewalk, curb, curb and gutter, driveways, roadway, minor storm sewer, and ancillary items in the South Area, all in accordance with plans, drawings, and specifications.

All of the City south and east of the St. Johns River and extending south to the St. Johns County Line, Jacksonville, Florida

THIS BOND WILL BE ISSUED ON AN ANNUALLY RENEWABLE BASIS.

RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.

THIS FIRST TERM OF THIS BOND SHALL EXPIRE ON SEPTEMBER 30, 2023.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

Bond No. NFL 3432

Executed in 2 Counterparts

KNOW ALL MEN BY THESE PRESENTS, that JAX UTILITIES MANAGEMENT, INC., as Principal (hereinafter the "Contractor"), and Merchants National Bonding, Inc., a corporation organized and existing under the laws of the State of Iowa and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 70280-23 (the "Contract"), dated as of the 7th day of April, 2023, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the maintenance and construction of concrete sidewalk, curb, curb and gutter, driveways, roadway, minor storm sewer, and ancillary items in the South Area, in strict accordance with plans and specifications prepared by Robert Young for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number CP-0135-22, bid date August 21, 2022, designated as *Specifications for Concrete Maintenance and Construction (South Area)*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor, and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance

with the Contract requirements; (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and, (3) pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and at law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

PROVIDED FURTHER, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of

completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED FURTHER, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED FURTHER, that during any interim period after the City has declared Contractor to

be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

[Remainder of page left blank intentionally. Signature page follows immediately.]

SIGNED AND SEALED this 7th day of April, 2023.

WITNESS:

JAX UTILITIES MANAGEMENT, INC.

Anne Marie James
Signature

Anne Marie James
Type/Print Name

Secretary
Title

Charles D. Freshwater
Signature

Charles D. Freshwater
Type/Print Name

President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Sylvia Sulecki
James R. McCarroll

Merchants National Bonding, Inc.

By Gloria A. Richards

Gloria A. Richards *
Its Attorney-in-Fact and Florida Licensed Resident Agent *

AS SURETY

Name of Agent: Robert P. O'Linn/Florida Surety Bonds, Inc.

Address: 620 N. Wymore Road, Suite 200

Maitland, FL 32751

*Inquiries: 407-786-7770

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

James R. McCarroll
Office of General Counsel

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.
THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 70280-23

PAYMENT BOND NUMBER NFL 3432

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

Executed in 2 Counterparts
Amount: \$2,000,000.00
As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, Florida 32205

Telephone: 904-779-5353

As to the Surety:

Name: Merchants National Bonding, Inc.

PO Box 14498, Des Moines, IA 50306-3498

Principal Business Address: (6700 Westown Parkway, West Des Moines, IA 50266-7754)

Telephone: (515) 243-8171

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Project Name: Concrete Maintenance and Construction (South Area)

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the maintenance and construction of concrete sidewalk, curb, curb and gutter, driveways, roadway, minor storm sewer, and ancillary items in the South Area, all in accordance with plans, drawings, and specifications.

All of the City south and east of the St. Johns River and extending south to the St. Johns County Line, Jacksonville, Florida

THIS BOND WILL BE ISSUED ON AN ANNUALLY RENEWABLE BASIS.
RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.
THIS FIRST TERM OF THIS BOND SHALL EXPIRE ON SEPTEMBER 30, 2023.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

Bond No. NFL 3432

Executed in 2 Counterparts

KNOW ALL MEN BY THESE PRESENTS, that JAX UTILITIES MANAGEMENT, INC., as Principal (hereinafter the "Contractor") and Merchants National Bonding, Inc., a corporation organized and existing under the laws of the State of Iowa and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 70280-23 (the "Contract"), dated as of the 7th day of April, 2023, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the maintenance and construction of concrete sidewalk, curb, curb and gutter, driveways, roadway, minor storm sewer, and ancillary items in the South Area, in strict accordance with plans and specifications prepared by Robert Young for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number CP-0135-22, bid date August 21, 2022, designated as *Specifications for Concrete Maintenance and Construction (South Area)*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida

Statutes, supplying Principal with labor, materials, or equipment that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work and any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and at law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials, or equipment shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED FURTHER, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or equipment in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or equipment, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes

last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

[Remainder of page left blank intentionally. Signature page follows immediately.]

SIGNED AND SEALED this 7th day of April, 2023.

WITNESS:

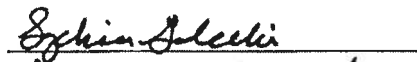
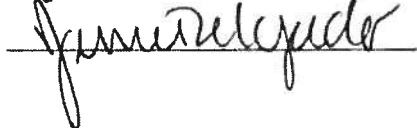

Signature
Anne Marie James
Type/Print Name
Secretary
Title

JAX UTILITIES MANAGEMENT, INC.

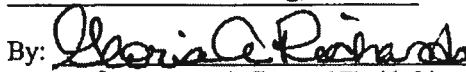

Signature
Charles D. Freshwater
Type/Print Name
President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Merchants National Bonding, Inc.

By:  Gloria A. Richards *
Its Attorney-in-Fact and Florida Licensed Resident Agent *

AS SURETY

Name of Agent: Robert P. O'Linn/Florida Surety Bonds, Inc.

Address: 620 N. Wymore Road, Suite 200
Maitland, FL 32751

*Inquiries: 407-786-7770

Form Approved:


Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



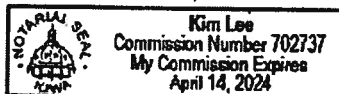
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary

POA 0018 (10/22)

Contract Purchase Agreement POA-70280-23



Agreement	POA-70280-23
Agreement Date	22-FEB-2023
Revision	0
Agreement Amount	2,000,000.00 USD
Solicitation Number	CP-0135-22

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier **Jax Utilities Management, Inc.**
5485 Verna Boulevard
JACKSONVILLE, FLORIDA 32205

Notes Pricing in accordance with CP-0135-22 Concrete Maintenance and Construction (South Area).

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20506	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
TBD	30-Sep-2023	David Klages dklages@coj.net		

This Order is subject to the General Conditions attached here to.
 Manufacturer's Federal excise tax exempt no 59-89-0120K
 Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Dustin L. Freeman, Chief of Procurement Division

SUBJECT: CONCRETE MAINTENANCE AND CONSTRUCTION (SOUTH AREA)

BID #: CP-0135-22

OPEN DATE: 8/31/2022

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION CONTRACT – DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2023 WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: RIGHT OF WAY & STORMWATER MAINTENANCE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to reject ONAS Corporation for not providing proof of meeting the project-specific minimum requirements detailed in Section 3, Appendix G.

Recommend approval of award to the lowest responsive, responsible bidder, C.A.P. Contracting, Inc., in the initial annual not-to-exceed expenditure amount of \$2,000,000.00. Period of service will be from the date of executed contract through September 30, 2023 with four (4) one (1) year renewal options.

Funding for this award will be encumbered from various Right of Way and Stormwater Maintenance Division accounts, executed by formal contract through the Office of General Counsel, and processed via individual Purchase Orders.

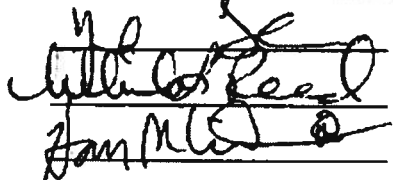
ATTACHMENTS: Recommendation Memo, EBO Review, Bid Tabulation, Rejection Letter, Attachment G, Scope of Work, Basis of Award

ANALYST: 
an DAVID KLAGES

RESPECTFULLY SUBMITTED: 
JUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: JAMES CARROLL, CHIEF, RIGHT OF WAY AND STORMWATER MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 11/17/2022
 OTHER: _____

ACTION OF AWARDING AUTHORITY

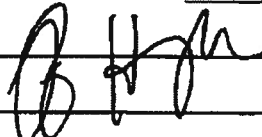
DATE 11/17/2022

APPROVED ☒

DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION


Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

#70280-23
AMD #1

**FIRST AMENDMENT TO CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
CONCRETE MAINTENANCE AND CONSTRUCTION – SOUTH AREA**

THIS FIRST AMENDMENT to Contract for concrete maintenance and construction in the South Area (hereinafter the “Project”) is made and entered into this 6 day of September, 2023 (hereinafter the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the “Owner” or the “City”), and **JAX UTILITIES MANAGEMENT, INC.**, a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the “Contractor”).

RECITALS:

WHEREAS, on April 7, 2023, City and Contractor made and entered into City of Jacksonville Contract No. 70280-23 (hereinafter the “Contract” for the Projects; and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by providing additional funding in the amount of \$2,000,000.00 (which amount includes a 4.4% CPI rate increase for all unit prices) for the period October 1, 2023, through September 30, 2024, thereby increasing the maximum indebtedness by \$2,000,000.00 to an amount not to exceed \$4,000,000.00, and by exercising the first of four (4) one-year renewal options, thereby extending the period of service from October 1, 2023, through September 30, 2024, with three (3) one-year renewal options remaining and with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Contract as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and incorporated herein by this reference.

2. Section 2 of said Contract is amended by providing additional funding in the amount of \$2,000,000.00 (which amount includes a 4.4% CPI rate increase for all unit prices) for the period October 1, 2023, through September 30, 2024, thereby increasing the maximum indebtedness by \$2,000,000.00 to an amount not to exceed \$4,000,000.00, and as amended shall read as follows:

“2. Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in strict accordance with plans and specifications prepared by Robert Young for the Right of Way and Stormwater Maintenance

Division of the Department of Public Works, bid number CP-0135-22, bid date August 21, 2022, designated as *Specifications for Concrete Maintenance and Construction (South Area)*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total amount not to exceed FOUR MILLION AND 00/100 DOLLARS (\$4,000,000.00), at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued."

3. Section 3 of said Contract is amended by exercising the first of four (4) one-year renewal options, thereby extending the period of service from October 1, 2023, through September 30, 2024, with three (3) one-year renewal options remaining, and as amended shall read as follows:

"3. The term of this Contract shall commence on the Effective Date and shall remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2024, with three (3) one-year renewal options."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment in duplicate the day and year first above written.

ATTEST:

By  
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By 
Donna Deegan, Mayor

OWNER

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

WITNESS:


Signature

Anne-Marie James

Type/Print Name

Secretary

Title

JAX UTILITIES MANGEMENT, INC.


Signature

Charles D. Freshwater

Type/Print Name

President

Title

CONTRACTOR

Encumbrance & funding information is found on the next page.

ENCUMBRANCE & FUNDING INFORMATION:

Account Nos.: Various
Amount: \$2,000,000.00
TOTAL: **\$4,000,000.00**

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e) *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.



Director of Finance
City Contract No. 70280-23, 1st Amendment

Form Approve:


Office of General Counsel

SUBJECT: CONCRETE MAINTENANCE AND CONSTRUCTION (SOUTH AREA)

BID #: CP-0135-22

OPEN DATE: 8/31/2022

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION CONTRACT – DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2023 WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: RIGHT OF WAY & STORMWATER MAINTENANCE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to utilize the first renewal option with Jax Utilities Management, Inc. (contract #70280-23) in the annual not-to-exceed expenditure amount of \$2,000,000.00, including a 4.4% CPI rate increase for all unit prices. Total revised not-to-exceed award amount will be \$4,000,000.00. Period of service will be from October 1, 2023 through September 30, 2024 with three (3) one (1) year renewal options remaining.

Funding for this award will be encumbered from account 32111.153101.565051.001118.00000000.00000000 and various other agency accounts, executed by formal contract amendment #1 through the Office of General Counsel, and processed via Purchase Order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2023. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

ATTACHMENTS: Recommendation Memo, Supplier's Letter, Basis of Award, Previous Awards

ANALYST: DRK
DAVID KLAGES

RESPECTFULLY SUBMITTED: [Signature]
JUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: JAMES CARROLL, CHIEF, RIGHT OF WAY AND STORMWATER MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 **MEMBERS DISAPPROVING** 0 **DATE:** 7/13/2023

OTHER: _____

ACTION OF AWARDDING AUTHORITY

DATE 7/14/23

APPROVED ✓

DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION

Karen E. Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No. 2023-02

Contract Purchase Agreement POA-70280-23 Change Order 1



Agreement	POA-70280-23
Agreement Date	17-MAY-2023
Change Order	1
Change Order Date	17-JUL-2023
Revision	1
Agreement Amount	4,000,000.00 USD
Solicitation Number	CP-0135-22

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier **Jax Utilities Management, Inc.**
5465 Verne Boulevard
JACKSONVILLE, FLORIDA 32205

Notes C/O to add time and money (\$2,000,000.00) per Renewal 1 (new NTE amount is \$4,000,000.00).

Pricing in accordance with CP-0135-22 Concrete Maintenance and Construction (South Area).

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20506	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
07-Apr-2023	30-Sep-2024	David Klages dklages@coj.net		

This Order is subject to the General Conditions attached here to.
 Manufacturer's Federal excise tax exempt no 59-89-0120K
 Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Dustin L. Freeman, Chief of Procurement Division

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **Jax Utilities Management, Inc.**, (“Contractor”), concerning that certain contract with The CITY OF JACKSONVILLE.

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, (CITY OF JACKSONVILLE) awarded a bid solicitation through Request for Proposal or Invitation to Bid # 71929.22 to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“CITY OF JACKSONVILLE Contract”), which is attached hereto and incorporated herein as **Exhibit “A”**; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the CITY OF JACKSONVILLE Contract except as amended herein; and

WHEREAS, the CITY OF JACKSONVILLE Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the CITY OF JACKSONVILLE 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 CITY OF JACKSONVILLE Contract are incorporated by reference herein.

2. Amendments. The CITY OF JACKSONVILLE Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the CITY OF JACKSONVILLE Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the CITY OF JACKSONVILLE Contract and terms of this Agreement to “piggyback,” the terms of this Agreement to “piggyback” shall prevail. The scope of services, equipment, goods and products provided, and prices in the CITY OF JACKSONVILLE Contract contained in Exhibit “A” shall be incorporated herein. In addition, the City of Neptune Beach and its equivalent staff and address shall be substituted for the VCCDD, Florida and its staff and addresses, as may be required in the awarded CITY OF JACKSONVILLE Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

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

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

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

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

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

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

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

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

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

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

9. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth 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.”

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

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

THE CITY OF NEPTUNE BEACH:

By: _____
Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By: _____
City Clerk

JAX UTILITIES MANAGEMENT, INC.:

Signature: _____


Print Name: Charles D. Freshwater

Print Title: President

Attested By: _____

Anne-Marie James, Secretary/Treasurer
(Signature, Printed Name, Title)

Approved as to Legal Form and Content by:


Vose Law Firm, City Attorney



Agenda Item #10B Cybersecurity Maintenance

CITY OF NEPTUNE BEACH CITY COUNCIL MEETING STAFF REPORT

AGENDA ITEM:	2026 CYBERSECURITY MAINTENANCE PUBLIC WORKS
SUBMITTED BY:	RICARDO PIZARRO, GICSP
DATE:	5/27/2026
BACKGROUND:	REQUESTING TO APPROVE NECESSARY UPDATES AND MAINTENANCE OF THE PHYSICAL AND VIRTUAL CYBER SECURITY EQUIPMENT AT STRATEGIC LOCATIONS FOR THE CITY OF NEPTUNE BEACH PUBLIC WORKS DEPARTMENT THESE UPDATES ARE TO INCLUDE BUT NOT LIMITED TO: ADDITIONAL/UPDATED PHYSICAL MONITORING CONTROLS, UNIFIED ACCESS CONTROLS, AND ADDITIONAL SURVEILLANCE CONTROLS.
BUDGET:	\$42,593.99 510-5100-516-60-63
RECOMMENDATION:	APPROVAL TO MOVE FORWARD FOR FY26
ATTACHMENT:	QUOTE MECO CITY OF NEPTUNE BEACH



Proposal: 34512

Date: 03/05/2026

Bill of Materials

Security CCTV

QTY	Part	Unit Price	Ext. Price
3.00	P3748-PLVE 4x8MP Quad	\$2,378.51	\$7,135.53
3.00	TP3107	\$91.66	\$274.98
2.00	Axis TP3302-E Corner Mount	\$482.66	\$965.32
1.00	AXIS T91B67	\$116.04	\$116.04

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
4.00 hrs	IS Application Engineer	\$135.00	\$540.00
2.00 hrs	IS Assistant Project Manager	\$140.00	\$280.00
20.00 hrs	IS Install Helper (w/o Truck)	\$100.00	\$2,000.00
20.00 hrs	IS Install Technician	\$120.00	\$2,400.00
4.00 hrs	IS Project Manager	\$150.00	\$600.00

Material Sub-Total	\$8,491.87
Labor Sub Total	\$5,820.00
Applicable Tax	\$0.00
CCTV Total	\$14,311.87



Security

Intrusion Detection

QTY	Part	Unit Price	Ext. Price
5.00	Optex Wireless Photoelectric Detector, Battery Powered, Wall/Pole/Tower Mount, 3.6 Volt/13 Amp-Hr Lithium Battery, 3.6 VDC, 0.01A Alarm, 200' Detection	\$1,022.62	\$5,113.10
2.00	Optex Wireless Photoelectric Detector, 3.6 Volt Lithium Battery Powered, Wall/Pole/Tower Mount, 3.6 Volt DC, 810 Microampere, 0.01 Ampere Alarm, 100' Detection, For Indoor/Outdoor	\$963.62	\$1,927.24
7.00	32 Zone Receiver	\$498.82	\$3,491.74

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
8.00 hrs	IS Application Engineer	\$135.00	\$1,080.00
30.00 hrs	IS Install Helper (w/o Truck)	\$100.00	\$3,000.00
30.00 hrs	IS Install Technician	\$120.00	\$3,600.00
8.00 hrs	IS Project Manager	\$150.00	\$1,200.00
4.00 hrs	IS Assistant Project Manager	\$140.00	\$560.00

Material Sub-Total	\$10,532.08
Labor Sub Total	\$9,440.00
Applicable Tax	\$0.00
Intrusion Detection Total	\$19,972.08



Security

Access Control

QTY	Part	Unit Price	Ext. Price
1.00	FPO75-B100C4PE1M	\$520.10	\$520.10
1.00	SIGNO 40 Card Reader	\$288.23	\$288.23
1.00	Genesis 21955099 Riser Profusion Access Control Cable, 500' (152.4m) Reel, Unjacketed	\$427.96	\$427.96
2.00	Genea Access Control Enterprise License	\$172.25	\$344.50
1.00	Hourly Implementation cost for Genea	\$331.25	\$331.25
1.00	Annual subscription for Genea Cloud Services	\$318.00	\$318.00

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
8.00 hrs	IS Application Engineer	\$135.00	\$1,080.00
20.00 hrs	IS Install Helper (w/o Truck)	\$100.00	\$2,000.00
20.00 hrs	IS Install Technician	\$120.00	\$2,400.00
4.00 hrs	IS Project Manager	\$150.00	\$600.00

Material Sub-Total	\$2,230.04
Labor Sub Total	\$6,080.00
Applicable Tax	\$0.00
Access Control Total	\$8,310.04

Total Proposal Amount

Material Sub-Total	\$21,253.99
Labor Sub-Total	\$21,340.00
Applicable Tax	\$0.00
Grand Total	\$42,593.99