

# City of Neptune Beach

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## Right-of-way Use Permit Application

### CONTRACTOR, DEVELOPER AND/OR OWNER INFORMATION

Name of Developer, Utility or Requesting Applicant: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact Person: \_\_\_\_\_

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

Address where work is to be performed: \_\_\_\_\_

### NATURE OF WORK

#### UTILITIES:

- ☐ Potable Water Sanitary Sewer (Gravity)   ☐ Sanitary Sewer (Force Main)   ☐ Sewage Lift Station  
☐ Reclaimed Water   ☐ Gas   ☐ Telephone   ☐ Buried Electric  
☐ Overhead Electric   ☐ Cable TV

#### DRAINAGE:

- ☐ Culverts   ☐ Drainage Structures Ditches/Swales

#### PAVING:

- ☐ Sidewalks   ☐ Curb & Gutter   ☐ Concrete Driveways   ☐ Pavers Driveways   ☐ Asphalt

#### LANDSCAPING:

### SUBMITTAL REQUIREMENTS

1. Completed Permit Application with prescribed attachments and bonds, listed below.
2. **If applicable, copy of contractor's licenses, \$2,500.00 Surety Bond to the City of Neptune Beach to cover any unresolved damages to City property, a copy of all other permits related to the work within the City's Right-of-way, and Indemnification (hold harmless) Agreement absolving the City of Neptune Beach against any and all claims resulting from the construction.**
3. Two (2) sets of plans and specifications with installed facilities located and shown. Upon completion of construction furnish one set of as-built drawings. Record drawings shall show the location and depth (if applicable) of the new construction. Location of utilities shall be referenced from the edge of pavement. The location of all boxes, valves, structures, poles, conduits, etc. shall be shown on the as-built drawings.  
Contractor's signature below indicates that all work will be completed in accordance with the City of Neptune Beach Standard's and in accordance with any conditions and regulations that may be noted on or attached to the approved plans and permit application.

Contractor/Requesting Property Owner: \_\_\_\_\_

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

Department of Public Services Approval: By: \_\_\_\_\_

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

Department of Public Safety Approval: By: \_\_\_\_\_

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

## Right of Way (R-O-W) Use Agreement for Property Owners

### **Section 18-4 - USE OF PUBLIC RIGHT-OF-WAY.**

(a) The city shall not be responsible for any damage to improvements in the right-of-way made by adjoining property owners except for concrete or asphalt driveways. The city will repair, at its own expense, concrete and/or asphalt driveways that have been destroyed due to repairs made by the city to its infrastructure or other such related work. The cost of such repair will be limited to the city's cost for replacing with concrete or asphalt only. The property owner may elect to receive this cost repair amount rather than having the work performed by the city. All proposed private use of the city right-of-way such as driveways, parking areas, landscaping or other changes must obtain a right-of-way permit.

(b) No activity will be permitted in the right-of-way that adversely impacts or otherwise interferes with emergency access, utility access or other such similar access.

(c) Failure to adhere to the permit and its conditions or these rules may result in the city removing any changes that have been made without notice.

(d) No items may be placed in the right-of-way and no activities may take place in the right-of-way that are not also permitted or allowable according to the terms and conditions of the city's municipal separate storm sewer system drainage permit (hereinafter "MS4") as issued by either the State of Florida, Department of Environmental Protection and/or the St. Johns River Water Management District.

(e) All existing nonconforming items may not be replaced or repaired beyond regular maintenance without first obtaining a right-of-way permit. Immediate removal will be required if nonconforming item(s) are causing damage to city property or infrastructure, impairing drainage, contributing to violation of the city's MS4 drainage permit or deemed as a safety hazard by the city.

(f) The permittee shall be responsible for all maintenance of items placed in the right-of-way and shall be responsible for any repairs. The city will not replace or repair items placed in the right-of-way.

(1) The permittee shall also indemnify and save harmless the city and its successors and assigns from any claim, action, liability, loss, damage or suit arising from the following:

a. Any and all damage or maintenance to public and private property caused by the placement of permitted items in or on the city right-of-way.

(2) Where any claim is asserted, the city shall provide the permittee with reasonable and timely notice of same in writing. Thereafter, the permittee, at its own expense, shall defend, protect and save harmless the city against said claim or any loss or liability arising therefrom.

(g) All approved work as outlined by the right-of-way permit must be completed in six (6) months.

(h)(1) Any final decision by the city manager, or his designee, as to this section shall be appealable to the city's code enforcement special magistrate. A notice of appeal shall be filed with the city clerk within thirty (30) days of receipt of the city manager's final decision. If a notice of appeal is timely filed, the matter shall be placed on the next regularly scheduled agenda of the special magistrate. Further, any violation of this section or of a permit issued pursuant to this section shall be referred to the special magistrate as set forth in Chapter 2 of this Code.

(2) Should the appellant not prevail in the administrative appeal brought before the special magistrate, it shall bear the burden of the city's costs and fees associated with said appeal.

\*\*\*\*All approved work as outlined by the right-of-way permit must be completed in six (6) months\*\*\*\*

Public Works Conditions:

1. It will be the applicant's responsibility to prevent erosion from leaving the site and achieving the 100 percent soil stabilization.
2. The applicant shall be responsible for cleaning all debris entering the curb and gutter from their property.
3. The applicant shall be responsible for all maintenance of items they place in the R-O-W.
4. The applicant shall be responsible for the replacement and or repairs to all items placed in the R-O-W. The City will not replace or repair items placed in the R-O-W Work performed by the City or their contractors shall only replace concrete for driveways or sidewalks and grass for vegetated portions of the R-O-W.

**Sec. 27-476. Street design standards.**

**(u) Intersection visibility. In order to provide a clear view of intersecting streets to the motorist, nothing within the clear visibility triangle shall be erected, placed, planted, or allowed to grow in such manner as to materially impede vision between a height of two (2) feet and eight (8) feet above the grade, measured at the centerline of the intersection.**

The following shall be permitted within the clear visibility triangle:

1. Shade trees with trunks free of vegetation and limbs up to eight (8) feet in height from the grade;
2. Other landscaping, wall and earth mounds not exceeding a height of two (2) feet; and
3. Traffic and utility poles. The distance from the intersection of the street centerlines for the various road classifications shall be as follows for clear visibility triangles:

Access way intersection and Access way	6 feet
Access way intersecting an R-O-W	10 feet
R-O-W intersecting an R-O-W	35 feet

I \_\_\_\_\_ understand that the City is allowing me to make alterations to the right-of-way abutting and or parallel to \_\_\_\_\_ as shown in the attached description and drawing. If any permits are required, I understand it is my responsibility to acquire said permits before alterations are begun. In addition, I understand that the use of the said right-of-way is a conditional use and that the City is not responsible for any damage that might happen to fixtures, plants, driveways or other alterations that are allowed by this agreement. I further understand that the City may at any time remove any such changes to the right-of-way for a public purpose and is under no obligation to replace said changes or reimbursement. This agreement must be approved by the City Manager, the Public Works Director and signed by the requesting applicant to be valid.

Signature of Applicant:

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